



# CLUB AFFILIATION POLICY

### Document – Version Control

Date	Version	Details	Author
1 <sup>st</sup> November 2021	1	New Policy	GM – Strategic Operations

### Approval

**Delegation required for approval:** Chief Executive Officer

Approving Officer

**Name:** Robert Cavallucci

**Position:** Chief Executive Officer

**Signature:**

**Date:** 1<sup>st</sup> November 2021

### **Applicability**

The Chief Executive Officer and General Manager – Strategic Operations are immediately responsible for implementation of this Policy.

This policy applies to Football Queensland Affiliated Clubs.

### **Purpose and Background**

The purpose of this policy is to outline the requirements of club affiliation to Football Queensland. This policy outlines the procedures for Clubs applying for affiliation with Football Queensland Limited.

From 2022, football clubs across Queensland will submit their affiliation with Football Queensland for the next football season. This process ensures that a club receives additional benefits associated with affiliation whilst meeting its financial and governance obligations and that the club's facilities continue to meet minimum standards, as well as ensuring its long-term sustainability and viability.

## SPORTING

### 1. FOOTBALL QUEENSLAND OBLIGATIONS

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#### 1.1 FQ Obligations

FQ will:

- a) Implement and enforce:
  - i. this Policy;
  - ii. the FA Rules and Regulations;
  - iii. the FQ Rules and Regulations; and
  - iv. the Grievance Procedure;
- b) regulate, organise and promote the Competition;
- c) maintain the professional standards of the Competition, including in relation to play, match presentation, behaviour, refereeing and broadcast;
- d) determine a Competition Schedule for each Competition each year and circulate a draft to the Club for comment. For the avoidance of doubt, the final decision on the Competition Schedule rests solely with FQ;
- e) use efforts to commercially exploit opportunities for the Competition, including exploitation of the Commercial Rights and the Broadcast Rights;
- f) nominate and supply Match Officials for the Competition at the clubs', including the Club's cost;
- g) provide personal accident, public liability and Directors & Officers insurance cover for the Club and its Players, including volunteers, officials and directors. A copy of the insurance policies can be found on the FQ website; and
- h) provide administrative, member protection and risk management information and support to the Club.
- i) Football Queensland will provide Affiliated Clubs with:
  - i. Affiliation to Football Australia, the recognised peak body for Football in Australia and recognised member of the Federation Internationale de Football Association (FIFA);
  - ii. access to a wide range of programs, competitions, intellectual property, training and services from participation at the grass roots through to performance football.
  - iii. access to a range of governance, sport development and professional development services, including advice on constitutional matters, policy templates, a member protection framework, operating procedures, and complaint resolution support;
  - iv. a cost effective and sport-specific insurance program;
  - v. advocacy and representation of and for football at local, State and Federal levels of Government;
  - vi. a comprehensive and nationally recognised coach and match officials education program and accreditation pathway;

- vii. pathways for players, officials and coaches to further their football pursuits along the high-performance pathway;
- viii. access to a nationally compliant membership database system which facilitates self-registration; participant information management, competition management, communication tools, accreditation recording and learning resources.
- ix. Football Queensland offers a range of competition structures from the National Premier Leagues (NPL), Football Queensland Premier Leagues (FQPL) and Cup Competitions through to regional, local, divisional and school competitions.
- j) Football Queensland will only provide access to services and programs for affiliated clubs. Therefore, any club, team or other organisation must be affiliated to Football Queensland in order to access Football Queensland services and programs.
- k) Registered financial members of Football Queensland will be covered for Personal Accident Insurance in accordance with the Football Australia Personal Accident Policy and the eligibility terms and conditions stated in this policy.
- l) Insurance coverage for Affiliated Clubs includes; Public Liability, Professional Indemnity, Personal Accident, Property Insurance (for Clubs) and Club Liability – including Directors and Officers.

## **2. CLUB OBLIGATIONS**

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### **2.1 Club Obligations**

The Club will:

- a) implement and comply with:
  - i. this Policy,
  - ii. FA Rules and Regulations;
  - iii. FQ Rules and Regulations; and
  - iv. Grievance Procedures;
- b) pay, as they fall due, any fees or levies imposed or determined by Football Queensland.
- c) be incorporated (or be appropriately constituted as company limited by guarantee) and its current constitution lodged with Football Queensland at all times. Furthermore, the club shall abide by their constitution and comply with requirements of the Office of Fair Trading and/or the Australian Securities and Investment Commission (ASIC). From time to time, Football Queensland may grant participation to unincorporated entities (i.e. school-based club teams) in competitions under the control of Football Queensland.
- d) ensure that all its players and officials participating in Football Queensland competitions are registered in accordance with the National Registration, Status and Transfer Regulations (NRSTR) requirements and accurately recorded in the National Football Database as determined by Football Australia and Football Queensland.
- e) ensure that its players, officials and supporters comply with the standards articulated in the Football Australia Codes of Conduct.
- f) engage with the Football Australia's National Club Development Program (NCDP) as directed by Football Queensland.
- g) field a Team to participate in all Matches in accordance with the Competition Schedule, including any rescheduled Matches;

- h) not participate in any match other than a Match (including any trial or exhibition match) without FQ's prior written consent;
- i) conduct all Matches in accordance with the Venue Standards;
- j) act reasonably and in good faith at all times in exercising its rights under this Agreement and while participating in the Competition more generally;
- k) use its best endeavours to ensure that it and each of its Players, Officials and supporters:
  - i. maintain at all times a professional reputation;
  - ii. refrain from any act or behaviour which may damage the image or reputation of, or bring into disrepute, FA, FQ, holders of Commercial Rights, Competition Partners, Competition, Officials, other clubs participating in the Competition, or football in general;
  - iii. do not alone or jointly engage in any unbecoming conduct or behaviour which, in FQ's opinion, is prejudicial or likely to be prejudicial to the interests or reputation of FQ, FA, the Competition or the playing of football; and
    - i. without limiting clauses 2.1 (g) i to iii above, do not make any adverse, critical or disparaging statements or comments about FQ, FA, the Competition, or football in general;
- l) promptly advise FQ of any fact, matter or circumstance that is likely to damage the image or reputation of, or bring into disrepute, the Competition, the Club, the Team, FQ, FA or the game of football in Queensland;
- m) obtain and maintain all rights, consents and authorisations necessary to participate in the Competition and to comply with this Agreement;
- n) appoint appropriately qualified individuals to fill each of the Key Personnel roles;
- o) ensure that all its key stakeholders, including Players, Club Officials and Team Officials (including volunteers) are recognised as members under its Constitution;
- p) not communicate directly with FA, unless otherwise directed or approved by FQ in writing;
- q) not enter into an agreement with a third party for provision of football services without first having obtained the written permission of FQ, this is inclusive of private providers and academy, who cannot promote or advertise access to FQ affiliated and sanctioned competitions; and
- r) submit to FQ, on an annual basis, a Statutory Declaration confirming the existence and terms of any contractual, financial or other relationship with a Private Academy or third party provider;
- s) only participate in competitions, programs and courses approved and sanctioned by Football Queensland. The Club agrees that all "in-house" competitions will register participants through Football Queensland in approved Football Australia programs such as, but not limited to Outdoor Competition (Junior, Senior and Masters), MiniRoos, MiniRoos Kick-off, Summer Football, Walking Football and Futsal;
- t) complete and submit the online Football Queensland Club Affiliation Form by the 30th November each year; For season 2022, the Football Queensland Club Affiliation Form may be completed and submitted by Monday 17<sup>th</sup> January 2022.
- u) take out and maintain all policies of insurance for tragedy (disability) and liability as may be directed by Football Queensland, such insurance cover to be arranged by Football Queensland;

- v) where the engagement of any staff is funded in whole or in part by Football Queensland, clubs shall not engage such staff without the prior written consent and approval of Football Queensland;
- w) ensure that players compete in competitions conducted by Football Queensland in accordance with the Laws of the Game (LOTG);
- x) not directly or indirectly do any act or thing which adversely affects any intellectual property of Football Queensland, either during this term or following termination.

## **2.2 Payment**

The Club shall pay to Football Queensland on or before 31st January in each year during the Term an annual Affiliation Fee (see Schedule 1), as determined by Football Queensland time to time. The fee may be deducted by Football Queensland from any funding given to or amounts paid on behalf of the applicant by Football Queensland.

## **2.3 Special Conditions**

The Club must comply with the Special Conditions. The Special Conditions will prevail if there is any inconsistency with any other provision of this Agreement.

## **2.4 Grievances**

If the Club requires resolution of a Grievance, it must do so in accordance with the Grievance Procedure. The Club acknowledges that compliance with the Grievance Procedure is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise, in respect of a Grievance.

# **3. AFFILIATION**

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## **3.1 Club Affiliation**

- a) The annual Club Affiliation period shall be from 1<sup>st</sup> December to 30<sup>th</sup> November the following year.
- b) Each Club must pay an annual affiliation fee prescribed by the Football Queensland Board. Such fee must be paid by 31<sup>st</sup> January in the year of affiliation.
- c) The annual affiliation fee payable by each club is calculated on the number of total members registered with each club in the previous year and is set out in Schedule 1.
- d) Each affiliated club shall complete and submit the Football Queensland Club Affiliation Application Form and provide copies of all documentation requested.
- e) It is a requirement of a club's affiliation that the club register each and every individual member (players, coaches, referees, managers, committee members and volunteers) of the club in the Football Queensland membership database system.
- f) All affiliated clubs will provide a complete record of participation data for non-member participation activities. For clarity this means declaring all programs, events and competitions delivered or facilitated by the club (product data) and the participation data collected through these program offerings (customer data).
- g) For clubs to be eligible for affiliation they must not have any old (> 60 days from date of invoice) outstanding fees owing to Football Queensland to be considered for affiliation as at the affiliation date.

- h) A club which establishes, supports or allows another domestic based football competition which is not affiliated with Football Queensland, may have its affiliation application refused or, if affiliated, may have its affiliation suspended or terminated.

### **3.2 Registration of Club Members**

- a) It is the responsibility of every affiliated club to ensure every individual member is registered with Football Queensland via the Football Queensland membership database system. Valid, accurate and complete data must always be entered and maintained, for every individual member, including players and non-players, into the Football Queensland membership database system.
- b) Affiliated clubs must ensure each individual member is registered for the year into the Football Queensland membership database system prior to participating in football activities to ensure participant insurance cover is active in the event of an injury taking place.
- c) If a member is not registered in the Football Queensland membership database system in line with this policy, the individual will be deemed not to be a registered member of Football Queensland and will not be covered by the Personal Accident Insurance. The individual will not be able to make an injury claim against the Personal Accident Insurance.
- d) A registered individual member who has participated in any Club training, non-competitive or competitive football matches or football activities that falls within an club and/or Football Queensland's jurisdiction is not entitled to a refund of the governing body fees as charged to the club.
- e) Once a member registration has been entered in the Football Queensland membership database system, requests for membership de-registration and/or refund request must be in line with the Football Queensland Refund Policy.
- f) Valid, accurate and complete data must always be maintained in the Football Queensland membership database system.

### **3.3 Trialling Members**

- a) For the purpose of encouraging new participants to football and embracing introductory football programs, Football Queensland will define a "trailing member" as a person who participates in any of the following events:
  - i. Come and Try Days;
  - ii. Football Queensland Clinics;
  - iii. Gala Days;
  - iv. School Holiday Programs;
  - v. Inclusion Programs, including culturally specific events, and
  - vi. Any other event as determined by Football Queensland
- b) During such Football Queensland sanctioned events participants will be notified that they are trialling members for the purposes of the event.
- c) Trialling Members will be covered for Personal Accident Insurance under the Football Queensland Insurance Policy, for the duration of the event they are participating in, provided details have been captured to include as a minimum: date of event, event venue, club delivering event, participant's full name, date of birth, address, email and phone number.
- d) It is the responsibility of the club to capture and record the details of all trialling participants to ensure accurate data for any claims that may occur as a result of the activities undertaken.

## LEGAL

### 4. COMMERCIAL RIGHTS

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#### 4.1 FQ Commercial Rights

- a) FQ owns and retains all rights associated with the Competition including the exclusive right to appoint the Competition Partners and Broadcast Partners, and the exclusive right to commercially exploit:
  - ii. Broadcast Rights;
  - iii. a licensing and merchandise program of the Competition, including the exclusive right to appoint licensees to develop Licensed Product;
  - iv. Gaming Rights;
  - v. Mobile Applications;
  - vi. Match Statistics; and
  - vii. Website Rights.
- b) The Club must provide FQ and the holders of its Commercial Rights access to the Venue and facilities free of charge to facilitate exploitation of the Commercial Rights.
- c) The Club must not exploit any Commercial Right itself and must not grant to any person the rights referred to in clause a).
- d) For the avoidance of doubt, any rights not expressly granted to the Club under clause 4.2 are retained by FQ.

#### 4.2 Club Commercial Rights

- a) FQ acknowledges that, subject to the Commercial Rights and the terms of this Agreement, all rights associated with Matches hosted by the Club at the Venue under this Agreement are owned by the Club, including match day revenue sources such as ticketing, signage, catering, hospitality and car parking.
- b) The Club:
  - i. will use best efforts to prevent ambush marketing of the Competition Partners and immediately notify FQ of any incidents of ambush marketing; and
  - ii. may appoint its own sponsors during the Term provided that, unless otherwise agreed by FQ, such sponsors do not compete with the Competition Partners or their respective businesses, products or services within the category granted by FQ.
- c) Subject to clause b) above, the Club may brand its Team playing kit in accordance with Competition regulations.

#### 4.3 Partners' Rights

FQ has granted, or will grant, the Partners' Rights. The Club must promote the Competition Partners and ensure they obtain their respective Partners' Rights in accordance with Competition regulations.

## 5. MARKETING, MEDIA AND COMMUNICATIONS

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### 5.1 Marketing, Media and Communications

- a) FQ has exclusive control over:
  - i. the marketing and promotion of the Competition throughout Queensland;
  - ii. controlling media accreditation to all Matches, including processing applications and issuing accreditation terms;
  - iii. handling all media enquiries that relate to FQ, the Competition and football in Queensland; and
  - iv. the development and/or maintenance of the Competition Website.
- b) The Club will:
  - i. handle all media enquiries that relate to the Club specifically and co-operate with the media, in particular the local media, to promote Matches;
  - ii. produce regular and accurate, up to date content for display on the Competition Website and in other communications as required;
- c) The Club acknowledges that FQ has, and retains, all rights associated with the matters set out in clause a) and agrees it has no rights to grant, and must not grant to any person, any rights in relation those matters.
- d) The parties agree to actively work together in relation to the marketing and promotion of the Competition and FQ will, where appropriate, use reasonable endeavours to assist the Club with the marketing and promotion of the Club and Matches.
- e) The Club must provide FQ with access to its databases, including the personal information of its Players, Officials, customers and members, for use by FQ for insurance, registration, research and statistics and direct marketing and, with consent by the disclosing party, for disclosure to Competition Partners.

### 5.2 Privacy

- a) Each party must comply with all Privacy Laws, including obtaining the appropriate consent for the collection, use and disclosure of personal information as contemplated by this Agreement.
- b) Without limiting clause a) above, the Club warrants to FQ that:
  - i. any personal information that the Club discloses to FQ has been collected in accordance with the Privacy Laws;
  - ii. the Club has notified all individuals to whom the personal information relates that the Club will be providing the information to FQ for the purposes set out in clause 5.1e) and has obtained all necessary consents; and
  - iii. FQ is authorised to collect and use the personal information as contemplated by this Agreement.

## 6. INTELLECTUAL PROPERTY

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- a) The Club:
  - i. grants to FQ a perpetual, irrevocable, non-exclusive licence to use and reproduce the Club Property, including for marketing and promotional purposes and the exploitation of Commercial Rights;

- ii. will not use any Competition Property or permit a third party to use any Competition Property or imply any association with FQ, FA or the Competition generally without the prior written consent of FQ; and
  - iii. will ensure that Club sponsors do not use Competition Property without the prior written consent of FQ.
- b) The Club acknowledges that:
  - i. all right, title and interest in and to the Competition Property belong and will belong to FQ or its licensors and that, except as expressly provided by this Agreement, the Club has not and will not acquire any rights in or relating to the Competition Property, whether in the nature of goodwill, reputation or otherwise; and
  - ii. all goodwill and reputation arising from use of the Competition Property by the Club whether before, on or after the date of this Agreement, has ensured and will ensure to the benefit of FQ and its licensors.
- c) The Club must not:
  - i. grant, or purport to grant, any right or licence to use the Competition Property to any third party;
  - ii. in any way challenge, use or apply for any Intellectual Property Rights that could adversely affect FQ's or FA's ownership of the Competition Property, or assist any other person to do so;
  - iii. without limiting clause 6c)ii above, use or apply to register any Intellectual Property Rights or any business or domain names which are substantially identical with, or deceptively similar to, the Competition Property; or
  - iv. alter the Competition Property in any way.
- d) FQ grants the Club a non-transferable, non-exclusive royalty free licence to use and reproduce the Match Statistics during the Term for internal or non-commercial purposes.
- e) FQ will develop Brand Guidelines detailing rules and procedures for the use of Competition Property, Club Property and use of Images. The Club must, and must ensure that all Players and Officials, comply with the Brand Guidelines.

## **7. CLUB WARRANTIES**

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### **7.1 Club Warranties**

The Club represents and warrants to FQ that:

- a) the information provided in its Application was accurate, complete and up-to-date and acknowledges that FQ relied on that information in granting affiliation;
- b) it has the power to enter into and perform its obligations under this Agreement and the capacity and expertise to do so;
- c) it has all the rights and consents necessary to grant the licence to FQ pursuant to clause 6a)i);
- d) no Intellectual Property Rights or other rights of any person will be infringed by FQ's use of Club Property;
- e) it has taken all necessary actions to authorise its entry into and performance of this Agreement and to carry out the obligations contemplated by this Agreement.

- f) it has made its own enquiries and obtained independent legal, accounting and financial advice and confirms that it:
- i. validly exists under the laws of its place of incorporation;
  - ii. is presently solvent and is able to pay its debts as and when they fall due;
  - iii. anticipates on reasonable grounds that it will have positive cash flow in the future; and
  - iv. is not aware of any matter, event or circumstance which would affect its ability to pay its debts as and when they fall due or to otherwise perform its obligations under this Agreement.

## 7.2 Change of circumstance

In the event of any change of circumstances in relation to the representations and warranties provided by the Club in clause 7.1, the Club must notify FQ as soon as practicable, and in any event within seven (7) business days after it becomes aware of the occurrence of such change in circumstances.

## 8. INDEMNITY AND RELEASE

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### 8.1 Indemnity

The Club agrees to indemnify FQ and FA and keep FQ and FA indemnified (including their directors, officers, employees and agents) (**Indemnified Parties**) against all actions, claims, losses, damages and expenses howsoever arising, that any Indemnified Party may directly or indirectly sustain or incur as a result of this Agreement, including:

- a) any loss or damage sustained as a result of any breach of this Agreement by the Club;
- b) any loss or damage to any property or injury to, or death of, any person caused by the negligent act or omission or wilful misconduct of the Club or its directors, officers, employees, agents, independent contractors, Players or volunteers; and
- c) any loss or damage as a result of the staging of Matches or use of Venues;

except to the extent that such loss is due to any wrongful or negligent act or omission of an Indemnified Party.

### 8.2 Release and limitation of liability

- a) The Club agrees not to bring any claim or proceeding against FQ, FA or any of their respective directors, officers, employees or agents for any damage, loss, injury or liability the Club or a Player or Official may suffer in participating in, or being excluded from, FQ Competitions.
- b) Except for liability that by law cannot be excluded, FQ and FA exclude all liability to the Club for any direct, indirect, incidental or consequential damages, losses, costs, or expenses however arising whether in contract, tort (including negligence) or otherwise.

### 8.3 Insurance

The Club must:

- a) obtain and maintain any additional types or amount of insurance (over and above that which is provided by FQ) it requires to cover its business operations and participation in FQ Competitions;
- b) pay any insurance premiums as prescribed by FQ from time to time;

- c) provide, on FQ's request, evidence satisfactory to FQ of the existence, currency and contents of the insurance specified in this clause; and
- d) promptly advise FQ of any claim made under any insurance policy and keep FQ informed of the progress of any such claim.

#### **8.4 Benefit of indemnity and release**

The Club acknowledges that, in relation to clauses 8.1 and 8.2a) above:

- a) FA, and FQ's and FA's respective directors, officers, employees and agents, are each a beneficiary of the Club's promises made in their favour within the meaning of section 55 of the *Property Law Act 1974 (Qld)* (**Property Law Act**); and
- b) each of them is to be taken to have accepted the relevant promises, and is entitled under section 55 of the Property Law Act to enforce in their own name the promises made in their favour by the Club.

## **FINANCE**

### **9. FINANCE, RECORDS REPORTING AND PLANS**

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Clubs must observe and maintain proper standards and methods of accounting and keep such books of account and records and operate such finance and accounting systems as are prescribed from time to time by Football Queensland.

The Club shall in all respects comply with all procedures and manuals which may be issued by Football Queensland and shall maintain such books of account and records as directed by Football Queensland and make the same available for inspection by Football Queensland at any time upon request by Football Queensland or their representative;

#### **9.1 Finance, Reporting and Plans**

The Club shall:

- a) supply Financial Accounts to FQ with:
  - i. audited year-end Financial Accounts
  - ii. any other records, reports, accounts or notes requested by FQ from time to time;
- b) make all payments to FQ under this Agreement;
- c) if requested by FQ, provide marketing, PR and communications plans and community engagement plans to FQ
- d) keep adequate records, documents and accounts in sufficient detail to enable its compliance with this Affiliation to be verified.

#### **9.2 Right to Audit**

During this Agreement and for 6 months after termination or expiry of this Agreement, FQ or its authorised representatives may enter the Club's premises during regular business hours by giving notice to the Club (by phone, mail or facsimile), to do any of the following:

- a) examine and copy Financial Accounts and records;

- b) conduct an audit; and
- c) ascertain the Club's compliance with its obligations under this Agreement.

### **9.3 Overdue payments**

Without prejudice to any other rights FQ may have under this Agreement, if any amount payable by the Club to FQ under this Agreement is outstanding, FQ may:

- a) charge interest on each such amount at the Agreed Rate;
- b) require the Club to reimburse FQ for the costs associated with collecting each such amount (including the costs associated with any legal action against the Club);
- c) impose any other sanctions on the Club as the FQ board may consider appropriate from time to time.

### **9.4 Right to Set-Off**

FQ is entitled to set off all amounts payable by FQ to the Club against the amounts payable by the Club to FQ.

### **9.5 FQ Credit Policy**

The Club acknowledges and agrees that:

- a) FQ extends credit only for the purpose of collective or group purchase arrangements for the benefit of members;
- b) it must comply at all times with FQ's Financial Management and Credit Policy; and
- c) Rules of Competition – Each club is required to comply with any stated terms surrounding Credit and/or outstanding fees as detailed in each season Rules of Competition
- d) failure by the Club to comply with FQ's Financial Management and Credit Policy may result in withdrawal of credit facilities and the enforcement of the bank guarantee in accordance with clause 16.

## **ADMINISTRATION**

### **10. CONFIDENTIALITY**

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- a) The terms of this Agreement and any related negotiations, dealings, discussions or correspondence whatsoever, including all material in whatever form provided to each party or their agents in discharge of their obligations under this Agreement and all matters relating to, concerning or arising from any aspect of the Agreement or the Competition, prior to or subsequent to execution of this Agreement, are confidential except where they are in the public domain otherwise than as a result of a breach of the terms of this Agreement.
- b) Each party undertakes not to disclose the matters referred to in clause a) under any circumstances, except to its accountants, legal advisers or as required by law, without the prior written consent of the other party.

## 11. TERM AND TERMINATION

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Football Queensland may terminate this agreement by giving two (2) weeks written notice to the applicant club. The applicant club acknowledges and agrees that this agreement does not create a right or expectation of continued affiliation with Football Queensland.

### 11.1 Term

- a) The term of this Agreement will commence with effect from the date this Agreement is executed by FQ and, unless terminated earlier, will expire on the expiration of the 2022 Season.
- b) For the avoidance of doubt, the Club agrees that it has no right to any renewal or extension of this Participation Licence or a right to participate in any future competitions administered by FQ.

### 11.2 FQ's Right to Remedy Breaches by the Club

If the Club defaults in fully and punctually performing any obligation contained or implied in this Agreement, FQ may, without prejudice to any right, do all things necessary or desirable in FQ's opinion to make good or attempt to make good that default to the satisfaction of FQ at the Club's cost.

### 11.3 Termination

- a) Each party must notify the other party immediately if it suffers an Insolvency Event.
- b) Either party may terminate this Agreement with immediate effect by giving notice to the other party if that other party:
  - i. breaches any term of this Agreement not capable of remedy;
  - ii. breaches any term of this Agreement capable of remedy (other than breach of a payment term by the Club, which will be governed by clause 11.3c)ii below) and fails to remedy the breach within 14 days, or such other time as the first party considers reasonable, after receiving notice requiring it to do so; or
  - iii. suffers an Insolvency Event.
- c) FQ may terminate this Agreement with immediate effect by notice to the Club:
  - i. in accordance with the annual review provisions; or
  - ii. if the Club fails to make any payment within 30 days after the due date of such payment, and does not remedy the breach within 30 days of FQ giving notice of the breach to the Club.

### 11.4 Consequences of Termination

- a) On termination or expiry of this Agreement, the Club's Participation Licence is immediately cancelled and the Club must:
  - i. cease to use Competition Property and ensure Club sponsors cease to use Competition Property;
  - ii. make all outstanding payments under this Agreement to FQ;
  - iii. ensure all outstanding payments to Players have been made in accordance with the relevant player contracts; and
  - iv. supply FQ with the latest copy of all Financial Accounts.
- b) On termination or expiry of this Agreement, each party must return to the other party (or if acceptable to the other party, verify destruction of) all Confidential Information of the other party in material form (e.g. on paper or in electronic form),

- c) At any time after termination or expiry of this Agreement a party must not:
  - i. use or disclose to any person any Confidential Information of the other party (other than as contemplated by clause 10);
  - ii. record any Confidential Information of the other party in any form (whether in hard copy or electronically); or
  - iii. sell or otherwise transfer to any person any Confidential Information of the other party.
- d) The Club acknowledges and agrees that on termination or expiry of this Agreement, FQ:
  - i. retains all Intellectual Property Rights in Competition Property; and
  - ii. has and retains the Commercial Rights.

### **11.5 Survival**

Clauses 2.4 (Grievances), 8 (Indemnity and Release), 10 (Confidentiality), 11.4 (Consequences of Termination), this clause 11.5 (Survival) and 16.2 (Entire Agreement) and 16.3 (Governing Law) and each other clause required to make these clauses effective continue to bind the parties after termination or expiration of this Agreement for any reason.

## **12. FORCE MAJEURE**

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### **12.1 Force Majeure Event**

- a) If a party is wholly or partially precluded from complying with its obligations under this Agreement due to a Force Majeure Event, it must:
  - i. immediately notify the other party in writing and provide full information concerning the Force Majeure Event, including where practicable an estimate of the time likely to be required to overcome the event;
  - ii. use reasonable endeavours to overcome the Force Majeure Event; and
  - iii. continue to perform its obligations as far as practicable.
- b) For so long as it is unable to fulfill its obligations due to the Force Majeure Event, and provided it observes the requirements of clause 12.1a) above, that party's obligations under this Agreement will be suspended for the duration of the delay arising out of the Force Majeure Event.
- c) If a delay which is due to a Force Majeure Event exceeds 3 months, either party may immediately terminate this Agreement by notice to the other party.

### **12.2 Mitigation**

The party which is prevented in whole or in part from complying with its obligations under this Agreement as a result of a Force Majeure Event must take all action reasonably practicable to mitigate any loss suffered by the other party as a result of that Force Majeure Event.

## **13. COOPERATION**

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Each party must act do or cause to be done all acts and things necessary or desirable to give effect to, and refrain from doing all acts that could hinder performance by any party of, this Agreement.

## 14. NOTICE

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Any notice, demand, consent or other communication (**notice**) given or made under this Agreement:

- a) must be addressed and delivered to the intended recipient at the address or fax number below or the address or fax number last notified by the intended recipient to the sender after the date of this Agreement:  
  
**FQ:** Football Queensland  
PO Box 79  
Kingston, QLD 4114  
  
**Club:** See Affiliation Schedule
- b) must be in writing and signed by the sender or a person duly authorised by the sender; and
- c) will be taken to be duly given or made when delivered, received or left at the above fax number or address. If delivery or receipt occurs on a day that is not a Business Day in the place to which the notice is sent or is later than 4 pm (local time) at that place, it will be taken to have been duly given or made at the commencement of business on the next Business Day in that place.

## 15. SUBCONTRACTING OR ASSIGNMENT

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- a) The Club:
  - i. may not assign or novate its rights and obligations under this Agreement;
  - ii. must ensure that its subcontractors comply with its obligations under this Agreement; and
  - iii. is liable to FQ for the acts and omissions of its subcontractors.
- b) FQ may (without the Club's consent) assign or novate its rights and obligations under this Agreement and, if requested, the Club must enter into an agreement to formalise any assignment or novation by FQ.

## 16. GENERAL

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### 16.1 Costs

Each party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.

### 16.2 Entire Agreement

- a) This Agreement:
  - i. is the entire agreement between the parties relating to its subject matter and replaces all previous representations and agreements, whether oral or in writing, on the subject matter; and
  - ii. may be varied only by a document signed by both parties.
- b) The Club acknowledges that it has:

- i. made its own enquiries, and has obtained, or has had the opportunity to obtain, independent legal, accounting and financial advice, regarding its entry into this Agreement; and
- ii. not been induced to enter into this Agreement by any representation (verbal or otherwise) made by or on behalf of FQ that is not set out in this Agreement.

### **16.3 Governing law**

This Agreement is governed by the law applicable in Queensland and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of that state.

### **16.4 No waiver**

- a) The failure of a party at any time to require performance of any obligation under this agreement is not a waiver of that party's right:
  - i. to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
  - ii. at any other time to require performance of that or any other obligation under this agreement.
- b) Any waiver by FQ of any breach of this Agreement by the Club must be in writing.

### **16.5 Non performance**

If the Club does not perform any obligation contained in or incorporated into this Agreement, FQ may, without prejudice to any right, perform that obligation and FQ's costs of performing that obligation will be a debt due and payable by the Club to FQ on demand.

### **16.6 Relationship**

This Agreement does not create a relationship of employment, trust, agency, partnership or joint venture between the parties.

### **16.7 Severance**

Any term in this Agreement that is either wholly or partly unenforceable will be severed to the extent necessary to make the remaining terms of this Agreement enforceable.

## **INFRASTRUCTURE**

### **17. FACILITIES**

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#### **17.1 Minimum Venue Standards**

The club must comply with applicable minimum venue standards as prescribed by FQ (*Football Queensland Venue Standards*).

#### **17.2 Member Federation Facility Strategy**

The club must act in accordance with FQ's overall venue strategy when developing a Facility Plan. FQ will provide advice and work with the club when considering the club's Facility Plan.

### **17.3 Local Government**

Where applicable, the club must obtain written confirmation from the Local Government on an annual basis endorsing their Facilities Plan.

## SCHEDULE 1

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2022 Club Affiliation Fee Schedule (based on previous year registration numbers)

- a) Membership 1 – 150 individual members – \$0
- b) Membership 151 – 300 individual members – \$0
- c) Membership 301 – 500 individual members – \$0
- d) Membership 501 + individual members – \$0

Note: All Club Affiliation fees are GST inclusive



FOOTBALL  
**QUEENSLAND**