FOOTBALL
QUEENSLAND

CLUB AFFILIATION POLICY 2027

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Document – Version Control

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1st September 2022	2	Annual Review	GM – Strategic Operations
1st September 2023	3	Annual Review	GM – Strategic Club Development, Infrastructure & Operations
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Approval

Delegation required for approval: Chief Executive Officer

Approving Officer

Name: Robert Cavallucci

Position: Chief Executive Officer

Signature:

Dated: 5/11/2026

Term of Agreement: 1st January 2027 to 31st December 2027

Applicability

The Chief Executive Officer and General Manager – Football, Infrastructure & Club Development are immediately responsible for implementation of this Policy and Agreement.

This policy applies to all Football Queensland Affiliated Clubs and the obligations contained herein apply to all FQ sanctioned competitions that Clubs may participate in.

Purpose and Background

The purpose of this document is to outline the requirements for club affiliation to Football Queensland and is applicable to all clubs. All Football Clubs in Queensland are required to affiliate with Football QLD to enable participation for the upcoming season.

Football clubs across Queensland are required to submit their affiliation with Football Queensland on an annual basis. This process enables Football Queensland to:

- ensure that each club is affiliated to Football Australia
- maintain accurate and up to date information about each club,
- ensure that each club receives additional benefits associated with their affiliation,
- ensure that each club meets its financial and governance obligations,
- ensure that each club's facilities continue to meet minimum standards,
- ensure that each club maintains its long-term sustainability and viability.

DEFINITIONS AND INTERPRETATION

Definitions

Application means the Club's application to FQ for the Club to be granted affiliation with FQ.

Brand Guidelines mean the guidelines and approval procedures to be developed by FQ to protect and enhance the Competition brand and regulate personal appearances and the use of Images of Players and Officials.

Broadcast Partners mean the partner(s) to exercise the Broadcast Rights appointed by FQ from time to time.

Broadcast Rights means the rights to record and communicate to the public in any part of the world, in all forms of media now known and later devised, any and all aspects of the Competition including Matches, and includes rights to Virtual Signage.

Club means the legal entity, which is a Company or Incorporated Association that is seeking affiliation or is granted affiliation with FQ.

Club Official means any person involved with the administration, management or organisation of the Club (whether paid or unpaid), including employees, contractors, consultants, officers, directors and representatives. All Key Personnel are Club Officials.

Club Property means the name (including nickname), logo, colours, branding, kit design (including playing strip) and any other Intellectual Property Rights associated with the Club or its participation in the Competition created or generated by or on behalf of the Club, but excludes Competition Property.

Competition means the football matches, leagues and/or competitions owned or conducted by FQ and including any pre or post-season competition, and any finals series, knockout competition or champions league whether conducted by FA or FQ.

Competition Partners mean the naming rights sponsor and other sponsors of the Competition as appointed by FQ from time to time.

Competition Property means the FQ name and logo, FA name and logo, all Competition names and logos, the Match Statistics and all other Intellectual Property Rights associated with FQ, FA or the Competition.

Competition Schedule means the match schedules for the Competition as promulgated by FQ each year.

FA means Football Australia Limited or any replacement body.

FA Statutes means the statutes and any accompanying standing orders, by-laws and regulations governing football in Australia as promulgated by FA from time to time.

FA Rules and Regulations mean the FA Statutes and any other rules, regulations, policies, procedures, codes of conduct and guidelines developed, promulgated and implemented by FA from time to time, as they apply to the Competition, the Competition Administrator, the Club, Officials, Players and spectators.

FIFA means Federation Internationale de Football Association.

Financial Accounts means the Club's fully audited or certified financial statements (as the case may be) including profit and loss statement, balance sheet and cash flow statement and any other information regarding the financial viability of the Club.

Force Majeure Event means any event beyond the control of the parties, including but not limited to any act of God, fire, explosion, flood, war, acts of terrorism, theft, malicious damage, strikes, lock-outs, rain events, or industrial action of any kind (by persons other than a party's own personnel), government regulation or requirement or restraint, and cancellation of any football match relevant to this Agreement by FIFA, FA or FQ.

Football Services within a football club refer to the technical development, player-centric, squad management and coaching support functions designed to run the club's on-field and competitive football programs.

FQ Rules and Regulations mean the FA Rules and Regulations as they apply to FQ and any FQ rules, regulations, policies, procedures, codes of conduct and guidelines developed, promulgated and implemented by FQ from time to time applying to football in Queensland, the Competition, the Competition Administrator, the Club, Officials, Players and spectators.

Gaming Rights means the rights to conduct gaming, betting or wagering activities in relation to the Competition (including Matches) and any associated rights such as the right to data, official designations, licence to use the Competition Property and Club Property and Match Statistics in connection with such gaming, betting or wagering activities.

Grievance has the meaning giving to it in the applicable Grievance Procedure.

Grievance Procedure means the procedures for the resolution of Grievances as specified in the FA Rules and Regulations or the FQ Rules and Regulations, as applicable given the nature of the dispute.

Image in relation to a Player or Official means the name (including nickname), image, voice, signature, likeness and any other indicia of identity of that Player or Official.

Insolvency Event means in relation to a party, any of the following:

a) the party disposes of all or substantially all of its assets, operations or business (other than in the case of FQ, a voluntary liquidation for the purpose of amalgamation or reconstruction if the new company assumes all of the legal obligations of FQ);
b) an arrangement is entered into between the party and its creditors;
c) the party ceases to be able to pay its debts as they become due;
d) the party ceases to carry on business;
e) a mortgagee enters into possession or disposes of the whole or any part of the party's assets or business; or
f) a person is entitled to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator or other like person of the whole or any part of the party's assets or business.

Insurance Definitions relating to the policies offered through the Football Queensland Insurance Programme:

a) Personal Injury Insurance - basic cover for participants who suffer injuries arising out of participation in football activities.
b) Public Liability Insurance - designed to help protect insured entities if a third party claims they have suffered a serious injury, or their property has been damaged due to insured entities
c) Product Liability Insurance - designed to help protect insured entities if a third party claims they have suffered a serious injury, or their property has been damaged due to goods that insured entities supply.
d) Professional Indemnity Insurance - is a supplementary coverage for professional advice. It is designed to help protect Insured Persons and entities for alleged or actual acts, errors or omissions in breach of the Insured's Professional Duty in connect with the business activities.
e) Management Liability Insurance - designed to help protect the insured entity and management of insured entities against alleged or actual Wrongful acts. This can include;

- Wrongful acts by management, committee, and Directors & Officers
- Fraud and Dishonest acts by employees, volunteers and other insured persons
- Claims made by employees, volunteers and other insured persons relating to employment practices – includes harassment, bullying, wrongful dismissal etc.
- Breaches of Statutory Legislation
- Tax audit costs

Intellectual Property Rights means all intellectual property rights conferred by statute, common law or in equity and subsisting anywhere in the world, including:

a) (i) copyright; (ii) inventions (including patents, innovation patents and utility models); (iii) confidential information, trade secrets, technical data and know-how; (iv) designs; (v)

trademarks and service marks; and (vi) circuit layout designs, topography rights and rights in databases, whether or not any of these is registered, registrable or patentable;

b) any similar rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;

c) any licence or other right to use or grant the use of any of the above or to be the registered user of any of the above;

d) any applications and the right to apply for registration of any of the above; and

e) any rights of action against any third party in connection with the intellectual property rights included in paragraphs (a) to (d) above.

Key Personnel means the personnel (paid or unpaid) that must be employed or engaged by the Club, being General Manager / Chair / President, Secretary, Treasurer, Registrar, and Member Protection Information Officer

Licensed Product means products or merchandise developed by official licensees appointed by FQ from time to time that incorporate Competition Property and/or Club Property.

Match means a Football Queensland sanctioned football match organised and staged as part of the Competition, including all incidental activities such as hospitality, advertising, promotions, merchandising and pre-match, half time and post-match entertainment and Venue activity.

Match Official means a referee, assistant referee, match commissioner, any person in charge of safety or any other person appointed by the Competition Administrator to assume responsibility in connection with a Match.

Match Statistics means data, statistics or information relating to Matches, Players, Officials, football participants and football, collected by or for, or in the possession or control of FQ, including the Competition Schedule, Match result, number of goals scored, free kicks, penalty kicks, names of goal scorers and red and yellow card infringements.

Mobile Applications means applications and related widgets developed for mobile devices.

National Online Registration System has the meaning prescribed in the National Registration, Status and Transfer Regulations.

National Registration, Status and Transfer Regulations mean the Regulations contained in the FA Statutes.

Official means a Club Official, Match Official or Team Official.

Partners' Rights mean the rights and benefits granted by FQ to Competition Partners and Broadcast Partners.

Player means any person who is, from time to time, registered and enrolled to the Club in accordance with the National Registration Regulations.

Privacy Laws means the Privacy Act 1988 (Cth), the Spam Act 2003 (Cth) and all other laws, rules and regulations in Australia which relate to the privacy, protection, use or disclosure of personal information.

Private Academy means any person or entity that provides or conducts football related services for commercial profit or is not affiliated or sanctioned by Federated Football.

Private Provider of Football Services means any person or entity, other than FQ, Football Australia or an FQ-affiliated club, that delivers or offers to deliver Football Services to or for a club for profit or commercial gain. It includes a Private Academy and any for-profit entity related to the club or its officers.

Related Parties means other entities that have a relationship with the Club where there is a common purpose and/or membership, who have a controlling interest in the club, or operate under a common control as each other or undertake related-party transactions

Season means the period of time prescribed by FQ for the conduct of each age division in the Competition from the commencement of pre-season Matches to the conclusion of the Competition, including any finals series and any pre or post season or knockout cup competition conducted or organised by FA or FQ.

Team means the team(s) representing the Club in the Competitions.

Team Official means any personnel involved with the management, preparation or participation of the Club's Team (whether paid or unpaid) including the coaches, managers, medical staff, gear persons, volunteers and other support staff.

Term has the meaning given to it in the period of this agreement.

Venue means the home match venue where the Club will stage Matches, including all surrounding areas owned, licensed or otherwise controlled by the Club.

Venue Standards means the minimum standards promulgated by FQ from time to time in relation to spaces, facilities, Match day operations, broadcast and media requirements, police and security requirements and sports presentation that the Club must ensure that Club Officials, the Venue, and it comply with in relation to the staging of Matches.

Website means a fixed website and/or mobile site.

Website Rights means all rights, whether in existence or developed during the Term, including Intellectual Property Rights related to or arising out of the official Websites of the Competition, including hosting, production, content management, publication, branding, association, applications, e-commerce and advertising rights.

Interpretation

In this Agreement, headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:

a) A reference to any party to this Agreement or any other agreement or document includes the party's successors and permitted assigns;
b) A reference to a person includes a company, trust, partnership, joint venture, association, body corporate or government agency;

c) A reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time;
d) A reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
e) A reference to dollars or $ is to Australian currency;
f) Mentioning anything after include, includes or including does not limit what else might be included;
g) A reference to the singular denotes the plural and vice versa; and
h) A reference to a thing includes a part of that thing.

1. FOOTBALL QUEENSLAND OBLIGATIONS

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' cost, as per the FQ Referee Fee Schedule
g) provide insurance coverage to affiliated clubs through the Football Queensland Insurance Programme. This programme consists of Personal Injury, Public and Products Liability, Professional Indemnity, and Management Liability policies.

i. whereby the Personal Injury Policy covers all registered playing members, referees and non-Playing officials.
ii. whereby the Liability policies coverage is provided for liabilities arising out of the Insured's Business. ("Business under the Policy means "all activities undertaken by the Insured and connected with Football, including responsibilities as landlord, tenants, property owners and organisers of social and fundraising activities.)
iii. an up to date summary of the applicable policies, claim lodgement procedures, certificate of currency and other insurance requirements shall be accessible through the Football Queensland website at all times.

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 high 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 the National Online Registration System – PlayFootball which facilitates self-registration;
ix. access to Football Queensland's club and competition management platform;
x. Football Queensland offers a range of competition structures from the National Premier Leagues (NPL), Queensland Premier Leagues (QPL) 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 to access Football Queensland services and programs.

2. CLUB OBLIGATIONS

2.1 Club Obligations

The clauses contained in this section are material to this agreement.

The Club will:

a) implement and comply with:

i. this Policy,
ii. All current FA Rules and Regulations;
iii. All current FQ Rules and Regulations; and
iv. All current Grievance Procedures;

b) always maintain 'financial' status by paying, as they fall due, any fees, fines 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).

d) have in place a club constitution that reflects their membership and that these club members have the ability to directly elect the committee or board of the club

e) ensure that every player, coach and club referee, of any age, at the club involved with or participating in Football Queensland competitions and programs and every official are validly registered to Football Australia in accordance with the articles 6.17 and 16.3 of the National Registration, Status and Transfer Regulations (NRSTR) and accurately recorded in the National Online Registration System as determined by Football Australia.

f) ensure that every player, coach and club referee, of any age, at the club involved with or participating in Football Queensland competitions, programs, carnivals or clinics and every official are correctly enrolled into Football Queensland competitions in accordance with the published competition access processes and frameworks provided by Football Queensland.

g) ensure that all players are formally registered through Football Australia's National Registration Platform, PlayFootball, in accordance with the National Registration, Status and Transfer Regulations (NRSTRs). Clubs must not represent or promote any other platform or process as an alternative means of completing formal player registration, or suggest that formal registration can occur before PlayFootball opens for registrations.

h) Clubs may undertake pre-registration activities, including expressions of interest, team selection, letters of offer and the collection of deposits prior to 1 January. When undertaking these activities, clubs must clearly communicate to participants and their parents or guardians that these activities do not constitute formal player registration and that all players will still be required to complete registration through PlayFootball when it opens for registrations.

i) ensure that all football programs, clinics or carnivals delivered or hosted by the affiliated club are correctly Sanctioned by Football Queensland and are delivered in accordance with the terms of sanctioning. Once sanctioned the affiliated host club must ensure every player, coach and official is correctly enrolled into the governing body’s approved competition enrolment and management platform. Football Queensland also requires Programs, clinics or carnivals administered through the approved competition management platform.

j) ensure that the club utilise, display, or promote approved Football Queensland or Football Australia branding and/or associated Federated Football program brands exclusively. This explicitly includes Federated product branding such as ‘MiniRoos’ being exclusively applied to all club-run in-house programs delivered for participants under the age of 13.

k) use its best endeavours to ensure that its players, officials and supporters comply with the standards articulated in the Football Australia Codes of Conduct.

l) engage with the Sport Australia and Football Australia’s National Game Changer Program as directed by Football Queensland (previously referred to as National Club Development Program).

m) use its best endeavours to field a Team to participate in all Matches in accordance with the Competition Schedule, including any rescheduled Matches.

n) not participate in any match other than a Match (including any trial or exhibition match) without FQ’s prior written consent;

o) not participate in any unsanctioned league, tournament or competition delivered by a private entity or competition body that is not affiliated with Football Australia or sanctioned by Football Queensland;

p) Not permit the use of club facilities, whilst under the exclusive control of the club, for any activity associated with those that may occur as a consequence of 2.1 (o) (except where any use is mandated by the lease of the premises);

q) conduct all Matches in accordance with the Venue Standards;

r) act reasonably and in good faith at all times in exercising its rights under this Agreement and while participating in the Competition more generally;

s) 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

iv. without limiting clauses 2.1 (s) i to iii above, do not make any adverse, critical or disparaging statements or comments about FQ, FA, the Competition, or football in general;

t) 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;

u) obtain and maintain all rights, consents and authorisations necessary to participate in the Competition and to comply with this Agreement;

v) ensure that the clubs members, as defined in the constitution, reflects broad representation, (including but not limited to Players, Club Officials, Team Officials, and Volunteers).

w) Respect the regulatory and administrative frameworks of the game by directing communication and enquiries to the appropriate and responsible governance layer within the game. Outside of formal grievance, appeals processes (including in accordance with FA's Member Protection Framework), PlayFootball, Club Changer, Growing Football Fund, Coles MiniRoos KickOff, and other Football Australia administered programs, services and initiatives, clubs shall not communicate directly with FA, and will ensure all other communication is directed to Football Queensland;

x) not enter into an agreement with a Private Provider of Football Services without first obtaining FQ's written permission, where that agreement would, or would reasonably appear to, outsource the club's football or technical operations (or both) to a private entity in a way that undermines the not-for-profit federated club system. For clarity:

a. this restriction includes agreements with privatised related parties and Private Academies;

b. the club must not allow any privatised related party or Private Academy to promote or advertise access to FQ-affiliated or FQ-sanctioned competitions through its relationship with the club; and

c. this restriction does not apply to an individual or entity engaged directly by a club as an employee, contractor or volunteer, working under the club's direction and control, even if that individual also runs a football business including coaching, or a provider of general support services, such as medical or physiotherapy services.

y) each year, provide FQ a statutory declaration confirming whether the club has any contractual, financial or other relationship with a Private Academy or Private Provider of Football Services, and if so, its terms;

z) 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, Play On, Walking Football and Futsal;

aa) complete and submit the online Football Queensland Club Affiliation Form by the 31st October each year;

bb) 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;

cc) ensure that players compete in competitions conducted by Football Queensland in accordance with the Laws of the Game (LOTG);

dd) 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 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

3.1 Club Affiliation

a) The annual Club Affiliation period shall be from 1st January to December 31st each year

b) The annual affiliation fee payable by each club is set out in Schedule 1.

1. Each affiliated club shall complete and submit the Football Queensland online Club Affiliation Application and provide copies of all documentation requested.

c) It is a mandatory requirement of a club's affiliation that the club fully complies with all Clauses contained in section 2.1 of this agreement.

d) 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).

e) 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.

f) Any affiliated club which establishes, supports, or allows teams to participate in another domestic based football competition which is not in the federated system or affiliated with or sanctioned by Football Queensland, may have its affiliation application refused or, if affiliated, may have its affiliation suspended or terminated.

3.2 Registration of Club Members

3.2.1 Registration Period and Participation

a) It is the responsibility of every affiliated club to ensure every individual member (regardless of age) is registered with Football Australia via the PlayFootball platform. Valid, accurate and complete data must always be entered and maintained, for every individual member, including players and non-players, before participating in any club training, competition, match or other football activity conducted under the jurisdiction of the club or Football Queensland.

b) Affiliated clubs must ensure each individual member is correctly enrolled for the year into the Football Queensland competition system which provides seasonal access to specific Football Queensland competitions, programs and services, prior to participating in football activities. For clarity, participant insurance cover is only active with a valid Football Queensland enrolment.

c) Each Football Queensland competition, program or service has a separate program fee which will apply to each participant where applicable.

d) Once a participant enrolment has been entered in the Football Queensland competition system, requests for membership de-registration and/or refund request must be in line with the Football Queensland Refund Policy.

e) A registered individual member who has participated in any Club training, non-competitive or competitive football matches or football activities that falls within a club and/or Football Queensland's jurisdiction, is not entitled to a refund of the governing body fees as charged to the club in line with Football Queensland's Refund Policy.

3.2.2 Unregistered Participants

a) If a member is not enrolled in the Football Queensland competitions management system in line with this policy, the individual will be deemed not to be an active member of Football Queensland and will not be given access to Football Queensland competitions, programs

and services nor covered by the Personal Accident or Injury Insurance. The individual will not be able to make an injury claim against the National Insurance Policy.

3.2.3 Failure to Register Participants

a) Where Football Queensland identifies that a club has failed to register or enrol participants in accordance with this policy, including where participants have knowingly or deliberately been allowed to participate while unregistered, FQ reserves the right to:

i. direct the club to immediately ensure that all unregistered players complete the required registrations or enrolments;
ii. invoice the club for the applicable registration and governing body fees for the unregistered participants; and
iii. review the club's affiliation with Football Queensland and/or take any other action available.

3.3 Registration Process and Third-Party Systems

a) FA's NRSTR's make it is mandatory for Clubs and their members to register exclusively on the National Online Registration System - PlayFootball and maintain accurate, complete and current member information in direct accordance with the NRSTR's.
b) Prior to 1 January, clubs are not permitted to use any non-Federated third-party platform that implies or proports to register participants for membership as an alternative to, or in place of, the PlayFootball platform or Football Queensland competition enrolment system.
c) From 1 January, any use of a third-party system must not replace or delay the requirement for the individual to be validly registered in PlayFootball or enrolled in Football Queensland platforms.
d) If a third-party system is used by a club for other administrative purposes, the club remains responsible for ensuring compliance with the NRSTR's and that all required registrations and participant information only occur the PlayFootball platform or Football Queensland competition enrolment system within the required timeframe.
e) Where an affiliated club is found to be breaching any of the clauses contained within 3.3, where such breach or breaches are deliberate or repeated, FQ reserves the right to review the club's affiliation and either revoke, suspend or conditionalize future affiliation.

3.4 Match Officials and Club-Based Referee Program

a) To meet the critical demand for the number of match officials required to service all ages, leagues and regions of the game, Football Queensland has implemented a new policy designed to retain and attract match officials within each affiliated football club environment.
b) A key responsibility for this to occur, under the regulations and guidance of Football Queensland, is the policy requirement for each Club to implement, build, increase and improve the number of Club Based Referee Programs and the number of Club Based Referees in the game, this will involve Clubs using their best endeavours in the spirit of the game to achieve the following:

i. All affiliated Clubs will have the requirement of achieving a ratio of one (1) registered referee for every 10 Players registered at the Club or one (1) registered referee for every competitive team based at the club, whichever is the greater.
ii. This can include the following:

- Registered Players at a Club that are also registered FQ Referees
- Club Based Referees that are registered as Club Based Referees

iii. All Club based Officials regardless of age, must be enrolled as a Club Referee in a club referee program in Squadi, so they can be appointed by the club.
iv. All Club based Officials of the age 18 and over must also be enrolled as an FQ Referee.
v. All Club based Officials between the ages of 15 and 18 can select to be a FQ enrolled Referee.
vi. All Club based Officials (FQ and Club Based) must have a valid enrolment in Squadi

c) For the purposes of this clause, Officials means Referees.

3.5 Trialling Members

a) For the purpose of encouraging new participants to football and embracing introductory football programs, Football Queensland will define a "trialling 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 Injury Insurance under the Football Queensland Insurance Programme, 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.

4. COMMERCIAL RIGHTS

4.1 Commercial Rights

a) FQ owns and retains all rights associated with the Competitions including the exclusive right to appoint the Competition Partners and Broadcast Partners, and the exclusive right to commercially exploit:

i. Broadcast Rights;
ii. a licensing and merchandise program of the Competition, including the exclusive right to appoint licensees to develop Licensed Product;
iii. Gaming Rights;
iv. Mobile Applications;
v. Match Statistics; and
vi. 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 provided such use is not in breach of the Club's lease.
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.
e) The Club will use best efforts to prevent ambush marketing of the Competition Partners and immediately notify FQ of any incidents of ambush marketing; and
f) Subject to clause e) above, the Club may brand its Team playing kit in accordance with Competition Regulations and On-Field Kit Regulations.

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 may appoint its own sponsors during the Term provided that, unless otherwise agreed by FQ, such sponsors do not conflict with or compromise Football Queensland's ability to comply with its constitutional obligations and adherence to any and all regulations of Football Australia.

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

5.1 Marketing, Media and Communication

a) FQ has exclusive control over:

i. the marketing and promotion of Competitions 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.

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 of insurance, registration, research and statistics and direct marketing, 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

a) The Club:

i. grants to FQ a irrevocable, non-exclusive licence to use and reproduce the Club Property, including for marketing and promotional purposes and the exploitation of Commercial Rights limited to the Term of this Affiliation Policy plus reasonable archival use, restrict use to competition administration and agreed promotion, and require the club's consent for any new commercial exploitation after affiliation ends;
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 6 c) 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 ensure that all Players and Officials, comply with the Brand Guidelines. (Football Queensland Media & Marketing Guidelines)

7. CLUB WARRANTIES

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 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;

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

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:

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

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

8.3 Benefit of indemnity and release

The Club acknowledges that, in relation to clauses 8.1above:

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 68 of the Property Law Act 2023 (Qld) (Property Law Act); and

b) each of them is to be taken to have accepted the relevant promises, and is entitled under section 68 of the Property Law Act to enforce in their own name the promises made in their favour by the Club.

9. FINANCE, RECORDS REPORTING AND PLANS

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.

FQ shall not mandate a change of procedures or new accounting systems without providing reasonable notice, engage in consultation with Clubs, and explain the material need for change, and allowing a transitional period.

9.1 Voucher Redemption and Disputed Charges

9.1.1 Clubs shall be responsible for the payment of any outstanding governing body fees in the event that a club's member/members have fraudulently claimed "PlayOn" or other government vouchers within Squadi. Each club must ensure they have redeemed all participant vouchers in the government portal by the relevant program closure dates and also redeem all vouchers in Squadi. Where participants have entered incorrect or already redeemed voucher codes, it is the responsibility of the club to follow up the participant for payment of any outstanding amounts.

9.1.2 Where a club's participants have incorrectly disputed a Squadi charge as fraudulent, the club will be invoiced for both the disputed amount and the dispute fee to recover from the participant.

9.2 Finance, Reporting and Plans

9.2.1 The Club shall supply its Financial Accounts for each financial year to FQ within the timeframe prescribed by FQ from time to time (or, if no timeframe is prescribed, within four (4) months after the end of the Club's financial year). Those accounts must be accompanied by one of the following, whichever applies to the Club:

a) where the Club must have its Financial Accounts audited under any law, its constitution or the requirements of any regulator or funding body, an audit report prepared by a qualified auditor;
b) where the Club must have its Financial Accounts reviewed or verified (rather than audited) under any law, its constitution or the requirements of any regulator or funding body, a review report or verification statement prepared by an appropriately qualified person under that requirement;
c) where the Club does not have to have its Financial Accounts audited, reviewed or verified, a statement signed by the President and Treasurer (or equivalent office holders) of the Club. The statement must certify that the Financial Accounts are true and correct and give a fair

view of the Club's financial position.9.2.2 supply to FQ any other records, reports, accounts or notes requested by FQ from time to time;

9.2.3 make all payments to FQ under this Agreement; and

9.2.4 keep adequate records, documents and accounts in sufficient detail to enable its compliance with this Affiliation to be verified

9.3 Right to Information

During this Agreement where the Club is indebted to FQ for more than 90 days or where there is a substantial level of complaint from Club members or government in relation to poor governance, and or financial impropriety, the Club must on request from FQ provide information within 14 days and FQ may

a) Examine and copy Financial Accounts and records;
b) conduct an audit where audit reports have not previously been provided; and
c) ascertain the Club's compliance with its obligations under this Agreement.

9.4 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
b) require the Club to reimburse FQ for the costs associated with collecting such amount (including the costs associated with any legal action against the Club);
c) impose any other sanctions on the Club as set out in Section 2 of the FQ Rules of Competition or as the FQ board may consider appropriate from time to time including possible disaffiliation and other remedies as outlined in the Competition Regulations but not before the Club and FQ have attempted to resolve any dispute which may have arisen in relation to amounts owing and FQ issuing a final invoice and a period of 30 days has elapsed since a final invoice was issued by FQ.

9.5 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.

9.6 FQ Credit Policy

The Club acknowledges and agrees that:

a) 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

10. CONFIDENTIALITY

a) Any negotiations, dealings, discussions or correspondence related to this Agreement 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

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 1st of January each year and, unless terminated earlier, will expire on the 31st December of the season to which the affiliation agreement relates to.

b) For the avoidance of doubt, the Club agrees that it has no right to any renewal or extension of this Affiliation Agreement 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)i 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. 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 Affiliation with FQ 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;

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

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:
b) 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;
c) use reasonable endeavours to overcome the Force Majeure Event; and
d) continue to perform its obligations as far as practicable.
e) 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 12.1 a) above, that party's obligations under this Agreement will be suspended for the duration of the delay arising out of the Force Majeure Event.
f) 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

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

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 postal address or email address below or the postal address or email address last notified by the intended recipient to the sender after the date of this Agreement:

FQ Postal Address: Football Queensland
PO Box 79
Kingston LPO, QLD 4114
FQ Email Address: licensing@footballqueensland.com.au
Club: As per contact details supplied online in the FQ Affiliation Agreement Form

a) must be in writing and signed by the sender or a person duly authorised by the sender; and will be taken to be duly given or made when delivered, received or left at the above email or postal 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

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

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. 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.

17. FACILITIES

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 Strategic Infrastructure 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.

17.4 Defibrillators

Football Queensland recommends that all venues be equipped with a defibrillator. Football Queensland will at the point of affiliation, and from time to time, request up to date information on the availability of defibrillators within each club for the purposes of maintaining a register. This register may be used to facilitate introductions from commercial partners / suppliers, as a means of lobbying governments for targeted funding programs, running educational workshops and / or providing information on maintenance and replacement protocols. Defibrillators may be mandatory for participation in certain FQ Competitions in which case the Participation Agreement for those competitions supersedes this policy.

SCHEDULE 1

2027 Club Affiliation Fee Schedule - All tiers are subject to review in both cost and inclusions year on year

2. Bronze Club Membership (ALL CLUBS) – $220

- Automated Blue Card Working with Children checks in Squadi
- Standardised Chart of Accounts - exclusive for Football Clubs
- Access to the Club Affiliation Portal / Club Support Hub & CS Checklists

Note: All Club Affiliation fees are GST inclusive