

# AFL QUEENSLAND LTD

ACN: 090 629 342

## APPLICATION FOR AFFILIATION

..... (Name of League) ('the Applicant')

Of .....

The Applicant hereby applies to have the rights of affiliation conferred upon it by AFL Queensland Ltd ("AFL Queensland") on the terms and conditions herein, which shall, upon acceptance of this Application by AFL Queensland, form the terms and conditions of the Affiliation Agreement ("the Agreement") between the parties.

The Applicant:

- (i) Recognises that the Australian Football League ("AFL") is the controlling body for Australian Football which has licensed AFL Queensland to promote, develop, manage and control Australian Football in Queensland, other than matters relating to the AFL Competition, including administering affiliation agreements and all licence agreements relating to development; and
- (ii) Acknowledges and agrees that it receives substantial benefits from the programs undertaken by AFL Queensland for the benefit of Australian Football competitions in Queensland.

### 1. TERMS & CONDITIONS

- 1. The Applicant shall be incorporated and its current constitution lodged with AFL Queensland at all times.
- 2. The Applicant shall at all times and in all respects comply with and observe and use its best endeavours to procure that each of its officers, servants and agents in all respects complies with and observes the following:-
  - a) In so far as they affect the Applicant, any document, rules or regulations of the AFL which AFL Queensland is obliged to observe by reason of any agreement between the AFL and AFL Queensland;
  - (b) In so far as they affect the Applicant, the Constitution of AFL Queensland;
  - (c) Any rules, regulations or by-laws of AFL Queensland (in force from time to time), including without limitation any rule, regulation or by-law concerning or relating to:
    - (i) The transfer of players between clubs and Leagues;
    - (ii) The admission and removal of clubs from Leagues and the transfer of clubs between Leagues; and
    - (iii) The investigation, hearing and determination of any matter concerning the conduct of a League, club, official of a League or club, player or any other person performing any duties (paid or unpaid) on behalf of a League or club;
  - (d) Any determination or resolution of AFL Queensland made before or after the date of this Application; and

- e) Any marketing or sponsorship commitments made on behalf of the Applicant by AFL Queensland in relation to use of logos or approved equipment and / or suppliers.
- f) Any credit control and debt management policy, of AFL Queensland and/or the League, as amended from time to time

3. The Applicant shall:

- (a) Submit the following in each year: -
  - (i) A list of names, addresses, telephone and facsimile numbers of its officers by 31 January in each year; and
  - (ii) A list of the clubs competing in the competition conducted by the Applicant together with a list of the names, addresses and contact details of the President and Secretary of each club by 31 January in each year;
- (b) Take out and maintain all policies of insurance for tragedy (disability) and liability as may be directed by AFL Queensland, such insurance cover to be arranged by AFL Queensland;
- (c) 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 AFL Queensland. The Applicant shall in all respects comply with all procedures and manuals which may be issued by AFL Queensland and shall maintain such books of account and records as directed by AFL Queensland and make the same available for inspection by AFL Queensland at any time upon request by AFL Queensland or its representative;
- (d) Ensure that any such player contractually obligated to the Applicant be immediately released from such obligations in the event of being drafted by an AFL Club without any payment by any AFL Club so that such player shall be free to accept and engage in employment with an AFL Club immediately he is drafted;
- (e) Where the engagement of any staff is funded in whole or in part by AFL Queensland, not engage such staff without the prior written consent and approval of AFL Queensland;
- (f) Engage umpires to officiate in competitions conducted by the Applicant from those umpires nominated or approved by AFL Queensland;
- (g) Upon receiving the prior approval of AFL Queensland, engage a person to manage and co-ordinate the umpires engaged by the Applicant;
- (h) Ensure that the clubs and players compete in the competition conducted by the Applicant in accordance with the Laws of Australian Football;
- (i) Ensure that all players competing in the competition conducted by the Applicant complete a registration form and remain registered whilst on the club's list of players;
- (j) Maintain and ensure that each of its officers, employees, servants and agents maintain a high and good reputation and not jointly or severally engage in any unbecoming conduct or conduct which is prejudicial or likely to be prejudicial to the interests of the AFL, AFL Queensland or the playing of Australian Football; and

- (k) Not directly or indirectly do any act or thing which adversely affects any intellectual property of AFL Queensland either during this term or following termination.
4. The Applicant shall pay to AFL Queensland on or before 31 January in each year during the Term an annual Affiliation Fee, as determined by AFL Queensland from time to time. The fee may be deducted by AFL Queensland from any funding given to or amounts paid on behalf of the Applicant by AFL Queensland.
  5. AFL Queensland shall notify the Applicant upon acceptance of its application. The Agreement is deemed to have commenced on the acceptance of this application by AFL Queensland as evidenced by the signing hereof, and shall continue in perpetuity, unless terminated in accordance with the terms and conditions herein.
  6. Whilst in no way being bound to do so, AFL Queensland may provide funding as it may determine in its absolute discretion from time to time. AFL Queensland may specify the terms and conditions upon how any such funding is to be allocated and the Applicant shall apply such funding strictly in accordance thereof. AFL Queensland may from time to time require the Applicant to submit its own proposed funding arrangements to AFL Queensland for approval.
  7. AFL Queensland may terminate this Agreement by giving 12 months written notice to the Applicant. The Applicant acknowledges and agrees that this Agreement does not create a right or expectation of continued affiliation with AFL Queensland.
  8. Without prejudice to any other rights at law or in equity, AFL Queensland in its absolute discretion may immediately terminate the Agreement upon notice to the Applicant based on any of the following grounds:
    - (a) Failure by the Applicant to perform satisfactorily all or any of the obligations or covenants on its part to be observed and performed under the terms and conditions herein;
    - (b) Doing or permitting to be done any act or thing which reflects unfavourably upon the reputation, standing or goodwill of the AFL, AFL Queensland or the game of Australian Football;
    - (c) Becoming subject to, or becoming likely to become subject to a winding up Order, or being placed under receivership, official management or administration, or making an assignment for the benefit of or an arrangement with its creditors, or any other event which in the reasonable opinion of the AFL affects the ability of the Applicant to pay its debts as and when they fall due;
    - (d) There are insufficient Clubs competing in the competition conducted by the Applicant; or
    - (e) AFL Queensland determines that the Applicant is conducting any competition in a manner which is prejudicial to the promotion, development or reputation of the game of Australian Football.
  9. After the termination of the Agreement for whatever reason, the Applicant shall not represent directly or indirectly that any of the rights granted under this Agreement are continuing or in force or that the Applicant has any sponsorship approval or affiliation of or with AFL Queensland.

10. The Agreement shall be personal to the Applicant and the Applicant shall not assign or grant any sub-licence or otherwise deal with or transfer any of its rights or interest without the prior written consent of the AFL which consent may be granted or withheld in the absolute discretion of the AFL.
11. The Agreement shall be governed by and construed in accordance with the laws of the State of Queensland and the parties hereto agree to submit to the jurisdiction of the Courts of Queensland.

**Signed for and on behalf of the Applicant:**

By:.....

Title:.....

Dated: .....

**This Application was accepted by AFL Queensland on**

Date:

Signed:.....

Title: .....