



AFL Queensland Community Club Licence Terms and Conditions

AFL Queensland manages Australian Football Competitions throughout Queensland. The Club wishes to be granted a licence to participate in AFL Queensland Competitions.

The Club being granted a licence is conditional on the Club agreeing to these Terms and Conditions.

1. Definitions and Interpretation

1.1 Definitions

In these Terms and Conditions:

AFL means the Australian Football League ACN 004 155 211;

AFL Queensland Community Competition Rules and Procedures means the *AFL Queensland Community Competition Rules and Procedures*, as published via the AFL Queensland website and amended from time to time;

AFL Queensland Marks means AFL Queensland logo, a Competition logo, company and business names, trade names, logos, symbols, emblems, designs, or other indicia and any other intellectual property whatsoever, registered or unregistered, currently owned and in existence or to be developed in the future by AFL Queensland (or the AFL as the case may be);

Australian Football means the game played in accordance with the Laws of Australian Football;

Club means an entity from time to time licensed by AFL Queensland to field a team or teams in the Competition;

Club Official means:

- (a) any director, employee (excluding Players), official, servant or agent of the Club; or
- (b) any other person, whether volunteer or paid, who is engaged by the Club or engaged by a contractor or sub-contractor of the Club:
 - (i) to work with, treat, advise or assist a Player or the football department of a Club in relation to participation in or preparation for a Competition and does so on an ongoing or regular basis; or
 - (ii) to work with, treat, advise or assist a Player or the football department of a Club in relation to participation in or preparation for a Competition and does so on the premises of the Club; or

AFL Queensland

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- (iii) to at any time undertake official duties for the Club in connection with the playing of a match involving a Team;

Competition refers to any of the competitions managed directly by AFL Queensland;

Competition Sponsor means one or more of the sponsor(s) as advised by AFL Queensland to the Club from time to time;

Confidential Information means all information, documents, computer disks, accounts, know-how, plans, drawings, specifications, designs, customer lists, supplier lists, ideas, trade secrets and all other information whatsoever pertaining to a Party or the business of a Party. Notwithstanding the foregoing, Confidential Information shall not include information which:

- (a) is known or open to the public or otherwise in the public domain at the time of disclosure;
- (b) becomes part of the public domain disclosure by any means except breach of these Terms and Conditions by a Party; or
- (c) is obtained by a Party from any third party who has a lawful right to disclose it and that disclosing party is not subject to any duty or obligation as to confidence;

Insolvency Event means, in relation to a party, the occurrence of one or more of the following:

- (a) that party is insolvent within the meaning of the *Corporations Act 2001* (Cth);
- (b) that party fails to comply with a statutory demand of the *Corporations Act 2001* (Cth);
- (c) an administrator is appointed over all or any of that party's assets;
- (d) a controller within the meaning of the *Corporations Act 2001* (Cth) or similar officer is appointed to all or any of that party's assets or undertaking; or
- (e) an order is made for the winding up or dissolution or for that Party to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them;

Laws of Australian Football means the rules explaining the game of Australian Football as published by the AFL;

Licence Fee means the fee payable from the Club to AFL Queensland, as specified in Clause 5;

Licensed Operations means operating as a Club, fielding a team in a Competition or such other competitions determined by AFL Queensland;

Marks means logos, trademarks, trade names, designs and any other intellectual property whatsoever, registered or unregistered;

National Handbook means the *National Community Football Policy Handbook* published by the AFL and amended from time to time (currently published at <https://play.afl/clubhelp/resources/national-community-football-policy-handbook>);

Party means either the Club or AFL Queensland, as the context dictates;

Personnel means any of the Club's Players or Club Officials;

Player means any person who plays, or is registered to play, for a Club;

Rules means the:

- (a) rules, regulations, policies, by-laws, guidelines, codes and codes of conduct of the Competition as made or prescribed by the AFL and/or AFL Queensland from time to time, including the Laws of Australian Football, the National Handbook and the AFL Queensland Community Competition Rules and Procedures; and
- (b) any resolutions or determinations that may be made, passed or prescribed by AFL Queensland in relation to a Competition or Clubs;

Team means the team which the Club is licensed to field in any Competition pursuant to these Terms and Conditions;

Term means the term as set out in Clause 2 of these Terms and Conditions; and

Terms and Conditions means these terms and conditions.

1.2 Interpretation

In these Terms and Conditions, unless the context requires otherwise:

- (a) a reference to a document includes the document as modified from time to time and any document replacing it;
- (b) the word "person" includes a natural person and anybody or entity whether incorporated or not;
- (c) a reference to a Business Day means a day on which banks are open for retail banking business other than a Saturday or Sunday in Brisbane, Queensland, Australia and if something is to be done on a day which is not a Business Day then that thing must be done on the next or following Business Day; and
- (d) money amounts are stated in Australian currency unless otherwise specified.

2. Term

A Club's licence is valid from 1 November until 31 October, unless terminated earlier by AFL Queensland in accordance with clause 11.

3. Grant of Licence

- (a) Subject to the Terms and Conditions and in consideration of the Club's obligations under these Terms and Conditions, AFL Queensland grants to the Club a licence to field Team(s) in the Competition(s) advised by AFL Queensland during the Term.
- (b) The Club agrees that it will:
 - (i) arrange for Team(s) to compete in the Competition(s) as determined by AFL Queensland; and

- (ii) abide by and observe the conditions of entry and establishment of its Teams to be fielded by the Club, in the Competition(s), in accordance with the conditions determined by AFL Queensland from time to time.
- (c) The Club is responsible for the acts or omissions of its Personnel in connection with these Terms and Conditions as if they are acts or omissions of the Club.
- (d) The Club warrants and represents to AFL Queensland that the execution, delivery and performance of its obligations under these Terms and Conditions and all other documents contemplated by these Terms and Conditions, constitute legal, valid and binding obligations of the Club that are enforceable.

4. Obligations of Club

4.1 Comply with Documents

The Club must at all times:

- (a) ensure it has all resources and facilities necessary to operate the Club and field its Team(s) in the Competition(s);
- (b) cooperate with AFL Queensland's representatives, contractors, agents and suppliers; and
- (c) in all respects comply with, observe and ensure that each of its Personnel in all respects complies with and observes the Rules.

4.2 AFL Queensland Sponsors

The Club must cooperate with any Competition Sponsor commitments made by AFL Queensland which affect the Club. Such matters may include but are not limited to, the use of Competition Sponsor logos on apparel, installation of Competition Sponsor signage or equipment at venues associated with the Club or the requirement to utilise Competition Sponsor suppliers.

4.3 Registration

The Club must ensure that its players competing in the Competition(s) complete a registration form and remain registered whilst on the Club's list of players.

4.4 Policies of Insurance

- (a) The Club must pay for, maintain and participate in the Marsh National Risk Protection Program.
- (b) At the time of applying for a Club licence, the Club must provide AFL Queensland its Marsh Insurance Certificate of Currency to confirm compliance with clause 4.4(a).

4.5 Conduct

The Club:

- (a) must comply with its obligations as a 'Person' under the National Handbook;

- (b) must comply with any credit control and debt management policy issued by AFL Queensland to the Club; and
- (c) has an obligation to maintain and ensure that its Personnel are of a high and good reputation and shall not jointly or severally engage in any conduct in breach of their obligations as 'Persons' pursuant to the National Handbook.

4.6 Facilities

The Club must establish and maintain the home playing, training and administrative facilities for their Team(s) at a venue (or venues) approved by AFL Queensland.

4.7 Laws Generally

The Club agrees to comply with all federal and state laws generally affecting the Licensed Operations.

5. Licence Fee

- (a) AFL Queensland will impose an annual fee on the Club as consideration for the licence (Licence Fee).
- (b) The Annual Licence Fee will be determined by AFL Queensland and based on the Competition(s) which the Club is fielding its Team(s). AFL Queensland will set out the Licence Fee and any applicable competition fees and charges in the annual club fee schedule, to be sent to clubs ahead of the start of the season.
- (c) If a Licence Fee is determined by AFL Queensland to be payable in accordance with clause 5(a), unless otherwise agreed by AFL Queensland, the Club will be required to pay the Licence Fee within 30 days of receipt of a valid tax invoice.

6. Amendment to the Rules

The Club acknowledges that it will make no claim whatsoever (whether at equity, law or under statute) arising from AFL Queensland or the AFL's amendment, addition or revision of the Rules.

7. Acknowledgment of Club

The Club acknowledges and agrees that AFL Queensland may:

- (a) grant new Club licences;
- (b) terminate or revoke any Club licence;
- (c) determine the number of Club licences;
- (d) determine the location of such Club licences; and
- (e) determine any fee payable in respect of any new or extended Club licence.

8. Intellectual Property

- (a) The Club agrees to provide AFL Queensland with the non-exclusive, non-transferable right and licence to use and make use of its Marks, in connection with agreed marketing and promotions, subject to this clause 8.
- (b) The Club shall not make any use of AFL Queensland Marks without the prior written consent of AFL Queensland, which consent must not be unreasonably withheld or delayed. The Club shall submit details of any proposed use of AFL Queensland Marks to AFL Queensland prior to any use including use for any advertising, marketing or promotional purpose including television commercials.
- (c) The Club agrees not to alter AFL Queensland Marks in any way nor to affix, incorporate or use AFL Queensland Marks as part of another trade mark, distinctive mark, name, brand or thing.
- (d) Upon termination or expiry of these Terms and Conditions, the Club agrees to cease using AFL Queensland's Intellectual Property and to deliver all property bearing AFL Queensland's Marks to AFL Queensland immediately upon demand.

9. Rights Reserved

- (a) All rights in a Competition not expressly granted to the Club in these Terms and Conditions are reserved by AFL Queensland and may be exploited by AFL Queensland in its absolute discretion.
- (b) The Club acknowledges and agrees that AFL Queensland, or its nominated representative, shall retain the ultimate management and control of the Competitions and, without limitation, the Club agrees to comply with all reasonable directions and requests of AFL Queensland in relation to scheduling, administration, marketing, branding and management of the Competitions.

10. Liability of AFL Queensland

AFL Queensland shall not be liable to the Club for any loss by the Club caused by AFL Queensland failing to observe these Terms and Conditions on its part to be observed and performed where such failure is occasioned by any cause beyond AFL Queensland's reasonable control.

11. Termination

AFL Queensland may terminate the Club's licence immediately by written notice to the Club if:

- (a) an Insolvency Event occurs to the Club;
- (b) a substantial change occurs in shareholder control, or office holders in the case of incorporated associations, of the Club which, in the reasonable opinion of AFL Queensland, affects the ability of the Club to perform its obligations under these Terms and Conditions or is detrimental to the interests of AFL Queensland;
- (c) the Club commits a material breach of these Terms and Conditions and that breach has

not been remedied to the reasonable satisfaction of AFL Queensland within ten (10) Business Days of receipt of written notification from AFL Queensland requesting rectification of that breach;

- (d) the Club or any of its Personnel engages in any unbecoming conduct or conduct which is prejudicial or likely to be prejudicial to the interests of the Club, AFL Queensland, a Competition or Australian Football;
- (e) the Club uses AFL Queensland Marks otherwise than in accordance with these Terms and Conditions or claims interests adverse to the rights of AFL Queensland or directly or indirectly makes any claim or commences any proceedings which challenges the validity of or enforcement of AFL Queensland to use or licence the use of AFL Queensland Marks, and the Club has not ceased the use of AFL Queensland Marks or withdrawn the claim or proceedings (as applicable) to the reasonable satisfaction of AFL Queensland within ten (10) Business Days of receipt of written notification from AFL Queensland requesting rectification of that failure;
- (f) AFL Queensland or the AFL ceases to be, for any reason, the governing body for the control and promotion of all Competitions which the Club's Team(s) participate;
- (g) a Competition in which the Club(s) Teams participate, ceases, or will cease, operations for any reason; or
- (h) in the reasonable opinion of AFL Queensland, the Club is no longer performing at a competitive level on the field, having regard to matters including, but not limited to, Competition wins and percentage.

12. Confidentiality

12.1 Confidentiality Undertaking

The Club must treat as confidential, and keep confidential, all Confidential Information, in whatever form, provided to it by, or on behalf of, AFL Queensland, including information relating to:

- (a) these Terms and Conditions;
- (b) the negotiations relating to these Terms and Conditions; and
- (c) AFL Queensland or its business.

12.2 Permitted Disclosure

The Club may not disclose Confidential Information provided to it by AFL Queensland other than:

- (a) to its officers, employees (on a need to know basis), legal advisers and financial advisers;
- (b) with the prior consent of AFL Queensland;
- (c) to the extent:
 - (i) required by:

- (A) law;
 - (B) the rules of any stock exchange; or
 - (C) any applicable accounting standards; or
- (ii) ordered by any court,

having, to the extent practicable, consulted with AFL Queensland with a view to agreeing the form, content, timing and manner of Disclosure.

12.3 Disclosure to other persons

If the Club discloses Confidential Information in a manner permitted by clause 12.2, it must use its best endeavours to ensure that no person to whom it disclosed Confidential Information discloses it to any other person.

13. GST

- (a) In this clause the expressions "consideration", "GST", "input tax credit", "supply", "tax invoice", "recipient" and "taxable supply" have the meanings given to those expressions in the *A New Tax System (Goods and Services Tax) Act 1999*.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with these Terms and Conditions are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with these Terms and Conditions, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with these Terms and Conditions.
- (d) If these Terms and Conditions require a party to pay for, reimburse or contribute to any expense, loss or outgoing (**Reimbursable Expense**) suffered or incurred by the other party, the amount required to be paid, reimbursed or contributed by the first party will be the sum of:
 - (i) the amount of the Reimbursable Expense net of input tax credits (if any) to which the other party is entitled in respect of the Reimbursable Expense (**Net Amount**); and
 - (ii) if the other party's recovery from the first party is a taxable supply, any GST payable in respect of that supply,

such that after the other party meets the GST liability, it retains the Net Amount.

14. Notices

- (a) Notices under these Terms and Conditions may be delivered by hand, by mail or electronic mail to the registered address of the Club or AFL Queensland.

- (b) Notice will be deemed given:
 - (i) in the case of hand delivery, upon written acknowledgment of receipt by an officer or other duly authorised employee, agent or representative of the receiving Party;
 - (ii) in the case of posting, three days after dispatch; or
 - (iii) in the case of electronic mail, upon receipt of transmission if received on a business day or otherwise at the commencement of the first business day following transmission.

15. General

15.1 Entire Agreement

- (a) These Terms and Conditions contain the entire understanding between the Parties concerning the subject matter of these Terms and Conditions and supersedes all prior communications between the Parties.
- (b) The Club acknowledges that, except as expressly stated in these Terms and Conditions, the Club has not relied on any representation, warranty or undertaking of any kind made by or on behalf of AFL Queensland in relation to the subject matter of these Terms and Conditions.

15.2 No Waiver

A failure, delay, relaxation or indulgence by a Party in exercising any power or right conferred on the Party by these Terms and Conditions does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under these Terms and Conditions. A waiver of a breach does not operate as a waiver of any other breach.

15.3 Severability

If any provision of these Terms and Conditions becomes wholly or partly invalid or unenforceable then, from the date of the invalidity or unenforceability:

- (a) if the offending provision can be read down to make it valid and enforceable without materially changing its effect, it must be read down to the extent necessary to achieve that result; and
- (b) otherwise:
 - (i) the offending provision must be severed from these and the remaining provisions will operate as if the severed provision had not been included; and
 - (ii) the Parties must negotiate in good faith to replace the severed provision with one that is valid and enforceable and provides as near as possible the same effect as the severed provision.

15.4 No Assignment

A Party shall not assign, mortgage or otherwise deal with these Terms and Conditions without the prior written consent of the other Party.

15.5 Successors and Assigns

These Terms and Conditions bind and benefit the Parties and their respective successors and permitted assigns.

15.6 No Variation

These Terms and Conditions cannot be amended or varied except in writing signed by the Parties.

15.7 Modification of Rights

Any present or future legislation which operates to vary an obligation or right, power or remedy of a person in connection with these Terms and Conditions is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

15.8 Merger

The rights and obligations of the Parties expressed to continue beyond the expiration or termination of these Terms and Conditions shall continue in full force and effect and shall not merge upon completion.

15.9 Costs

Each Party must pay its own legal costs of and incidental to the preparation and completion of these Terms and Conditions.

15.10 No Adverse Construction

These Terms and Conditions is not to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

15.11 Parties Rights

Any express statement of the right of a Party under these Terms and Conditions is without prejudice to any other right of that Party expressly stated in these Terms and Conditions or existing at law.

15.12 Survival of Terms and Conditions

The covenants, conditions and provisions of these Terms and Conditions which are capable of having effect after the expiration of these Terms and Conditions shall remain in full force and effect following the expiration of these Terms and Conditions.

15.13 Governing Law and Jurisdiction

These Terms and Conditions and its formation is governed by and must be construed in accordance with the laws of Queensland and the Commonwealth of Australia. The parties submit to the exclusive jurisdiction of the Courts of that State and the Commonwealth of

Australia in respect of all matters or things arising out of these Terms and Conditions.

15.14 Changes to the Competition

The Club acknowledges that:

- (a) the fixture, structure and timings of the Competitions organised by AFL Queensland are at the absolute discretion of AFL Queensland; and
- (b) AFL Queensland and the Competitions organised by AFL Queensland may undergo change and that AFL Queensland may make such changes to its structure or organisation and to the Competitions organised by AFL Queensland as AFL Queensland thinks fit. The Club shall have no claim against AFL Queensland by reason of any changes so made by AFL Queensland to the Competitions conducted by it.

15.15 Relationship of Parties

Nothing in these Terms and Conditions will be construed to place the Parties in the relationship of joint venturers, principal and agent, and no Party has the authority to bind or obligate the other Party in any manner whatsoever.

15.16 Counterparts

These Terms and Conditions may be executed in any number of counterparts each of which shall be deemed an original and all such counterparts together shall be deemed to constitute one and the same instrument.

15.17 Unforeseen Circumstances

Neither party will be responsible for any failure to comply with the terms of these Terms and Conditions (other than an obligation to pay money) where that failure is unforeseen and due to causes beyond the control of that party. These causes include fire, storm, flood, earthquake, explosion, accident, war, rebellion, insurrection, transportation embargoes, inability to secure raw materials and acts of God.