



FOOTBALL
NSW

**2022/23 Application Form &
Agreement**

Local Futsal Centre
Terms and Conditions

TERMS AND CONDITIONS

BACKGROUND

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

IT IS AGREED as follows.

1. Endorsement

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

2. Fees

- (a) In consideration of Football NSW providing the Endorsement to the Competition Administrator, the Competition Administrator will pay to Football NSW the Fees in accordance with Circular 22/07 issued by Football NSW on 1 June 2022.
- (b) In the event that the Competition Administrator fails to make payment of any amount payable to Football NSW by the due date (**Financial Default**) then the Competition Administrator will be liable to pay interest on the amount outstanding from the date of such Financial Default until the date payment is made. Interest will be payable at the existing Reserve Bank interest rate for each month or part of a month during which any such payment is overdue.
- (c) If the Competition Administrator is in Financial Default by more than sixty (60) days from the date the payment is due and payable, Football NSW may:
 - i. suspend the Endorsement (including suspension of insurances) until the Financial Default is rectified; and/or
 - ii. impose such other sanctions or penalties on it as the Board may determine at its absolute discretion.

3. Player Registration

Futsal Centres are required to ensure their players are registered on the online Play Football registration system (**Registrations**).

All Registrations are to be made against packages that have been set up in accordance with the Community Futsal Registration Process Document issued by Football NSW on 1 June 2022, a copy of which can be located on the Football NSW Local Futsal website and . This includes ensuring that all Fees Packages have been grouped with the appropriate Football NSW Community Futsal Fee in Play Football.

4. Obligations of the Competition Administrator

4.1 Competition Structure

The Competition Administrator must prepare a competition structure covering matters including, but not limited to, the guidelines set out in the Football NSW Structure Document issued by Football NSW, a copy of which can be located on the Local Futsal website. A copy of the Competition Administrator's competition structure must be sent to Jordan Guerreiro at jordang@footballnsw.com.au prior to the start of the Event.

4.2 Conduct of Competitions

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

4.3 Use of Football NSW Logo

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

5. Warranties

- (a) The Competition Administrator represents and warrants to Football NSW that the Event will be carried out in a proper, competent and professional manner and in compliance with relevant Football NSW rules and regulations.
- (b) The Competition Administrator represents, covenants and warrants that:
 - i. it will fully and expeditiously perform and discharge each of its obligations under this agreement;
 - ii. it will comply with all applicable laws and regulations governing the Event;
 - iii. it will at all times comply with all applicable laws and regulations governing working with children;

- iv. notwithstanding anything in this agreement, it will be, and will remain, responsible for all obligations and liabilities associated with the Event;
- v. it will at all times remain responsible for the financial viability of the Event and all financial results of the Event including, but not limited to, any profit or loss which may arise from the conduct of the Event; and
- vi. it has secured all necessary permits, approvals and licences (**Approvals**) from third parties necessary to conduct the Event at the Event location(s).

6. Bank Guarantee

- (a) In its absolute discretion, Football NSW may by notice in writing to the Competition Administrator at any time prior to the End Date direct the Competition Administrator to arrange for the issue of an unconditional and irrevocable bank guarantee, by a bank authorised to carry on banking in Australia, in favour of Football NSW for an amount specified by Football NSW not exceeding \$5,000 to secure performance by the Competition Administrator of its obligations under this agreement.
- (b) The Competition Administrator must ensure that any bank guarantee issued in compliance with clause 6(a) is issued within the time specified by Football NSW and that it is kept current and enforceable and that it has no expiration date, unless otherwise specified by Football NSW.
- (c) If the Competition Administrator does not comply with any of its obligations under this agreement, Football NSW may call on the bank guarantee to the extent of the Competition Administrator's default.

7. Cancellation of Endorsement

- (a) This agreement shall commence on the date Football NSW has confirmed the Endorsement of the Event, via email, and will, subject to the provisions of this clause 7, terminate on 30 June 2023.
- (b) Football NSW may terminate this agreement with immediate effect by giving notice to the Competition Administrator if:
 - i. the Competition Administrator breaches any term of this agreement capable of remedy and fails to remedy the breach within 7 days, or such other time as the Football NSW considers reasonable, after receiving written notice requiring it to do so;
 - ii. the Competition Administrator breaches any material term of this agreement not capable of remedy; or
 - iii. an insolvency event happens to the Competition Administrator (whether or not notified).
- (c) Notwithstanding clause 7(b), Football NSW may terminate this agreement immediately by giving the Competition Administrator notice if the Competition Administrator, or any person that is associated with it, including its officers, agents and employees, in the reasonable opinion of Football NSW:
 - i. has engaged in conduct that may bring Football NSW into disrepute, contempt, scandal or ridicule or which is contrary to the best interests of Football NSW;

- ii. is involved in a public controversy that has resulted in critical, negative or unfavourable reporting in the media or is otherwise engaged in conduct that may bring it into disrepute, contempt, scandal or ridicule;
 - iii. engages in serious or wilful misconduct; or
 - iv. otherwise adversely affects, injures or prejudices the reputation of Football NSW or any agent, director, officer, employee, sponsor or partner of Football NSW.
- (d) In the event of termination or expiry of this agreement for any reason, the Competition Administrator will:
- i. from the date of termination cease using the name of Football NSW in connection with its own or any other name, and will not in any way hold itself out as having a continuing association with Football NSW;
 - ii. immediately cease all use of property, including intellectual property, of Football NSW.

8. Indemnity

- (a) The Competition Administrator agrees to indemnify, and keep indemnified, Football NSW and its directors, officers, employees, agents and contractors against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against Football NSW arising out of:
- i. the breach or performance by the Competition Administrator of its obligations under this agreement.
 - ii. the negligence of the Competition Administrator, its agents, employees or any sub-contractor or any other person for whose acts or omissions the Competition Administrator is vicariously liable; or
 - iii. any claim or demand by the Competition Administrator's employees or agents or their personal representatives or dependents arising out of the performance of this agreement.
- (b) Notwithstanding clause 8(a), neither party will be liable to the other party for any consequential loss or any special or exemplary damages arising out of or in connection with a party's act or omission under this agreement or otherwise.

9. Audit and Inspection

- (a) Upon giving reasonable notice to the Competition Administrator, the Competition Administrator agrees that Football NSW may conduct (and the Competition Administrator must permit) an audit and inspection of the Competition Administrator's records, documents and other information in relation to the Registrations (at the Competition Administrator's premises or at any other place which may be agreed between the parties).
- (b) The Competition Administrator acknowledges and agrees that in connection with any audit or inspection it must:
- i. Provide all reasonable assistance to Football NSW and its representatives, including by providing access to relevant Competition Administrator personnel; and

- ii. answer (in writing, if requested) any reasonable questions raised by Football NSW or its representatives in connection with the audit or inspection.
- (c) If any audit or inspection reveals that the Competition Administrator has understated the total number of Registrations for the relevant period, or retained monies to which it is not entitled under this agreement by an amount of 3% or more (with respect to the correct figure), the Competition Administrator agrees:
 - i. that an appropriate adjustment will be made by the Competition Administrator to the amount payable to Football NSW; and
 - ii. that the Competition Administrator will be responsible for Football NSW's audit and inspection costs, and that it must promptly reimburse Football NSW for those costs.

10. Miscellaneous

10.1 Variation

This agreement may only be varied, modified, amended or added to in writing signed by both parties.

10.2 Assignment

Except as otherwise provided in this agreement, neither party may assign any of its interests, rights or benefits under this agreement without the prior written consent of either party.

10.3 Survival

Clauses 8 and 9 will survive and continue to bind the parties after the termination of this agreement.

10.4 Severance

Any provision of this agreement which is void or unenforceable may be severed from this agreement without affecting the enforceability of other provisions.

10.5 Force Majeure

- (a) If a party is prevented in whole or in part from carrying out its obligations under this agreement (other than an obligation to pay money) as a result of Force Majeure or COVID-19, it must promptly notify the other party accordingly. The notice must:
 - i. specify the obligations it cannot perform; and
 - ii. fully describe the Force Majeure or COVID-19 event.
- (b) Following this notice, and while the Force Majeure or COVID-19 event continues, the obligations of both parties which cannot reasonably be performed (other than an obligation to pay money) because of the Force Majeure or COVID-19 event will be suspended until they are no longer affected by the Force Majeure or COVID-19 event.
- (c) If, due to the disruption and uncertainty created by the Force Majeure or COVID-19 event, it is impracticable for a party to reasonably perform any obligation under this agreement (other than an obligation to pay money) on the scheduled date or within 14 days of such date, that party may (at its absolute discretion):

- i. decide to postpone the delivery or performance of the obligation to such date, if any, at which it reasonably believes the obligation in question will be able to be delivered or performed; or
 - ii. terminate the agreement provided the terminating party has notified the other party in accordance with clause 10.5(a).
- (d) Where an obligation referred to in clause 10.5(c) involves or relies on Football NSW holding any Competition or Season (or part thereof), Football NSW may, in addition to its rights under clause 10.5(c), change the format of, or cancel, the Season or the Competition (or any part of it). For the avoidance of doubt, such postponement or cancellation will not constitute a breach of this Agreement.
- (e) A party is not required to settle any labour dispute against its will.
- (f) “**COVID-19**” means the disease arising in relation to the 2019 novel coronavirus and government or other restrictions imposed for the purpose of limiting the spread of such disease, including restrictions imposed in good faith by a party in accordance with their own risk assessment.
- (g) “**Force Majeure**” means an act, event, cause or circumstance beyond the reasonable control of the party claiming force majeure including, without limitation:
 - i. act of God, lightning, storm, flood, fire, earthquake or explosion, adverse weather conditions (whether actual or forecast);
 - ii. public health emergency, communicable disease outbreak, epidemic or pandemic;
 - iii. strike, lock out or other labour difficulty;
 - iv. act of public enemy, war (declared or undeclared), sabotage, blockade, revolution, riot, insurrection, civil commotion, terrorism;
 - v. the effect of any applicable laws, orders, rules or regulations of any government or other component authority, coming into effect after the Commencement Date; and
 - vi. embargo, or a power or water shortage.

10.6 Governing Law

This agreement shall be construed in accordance with and governed by the laws of New South Wales and its form, execution, validity, construction and effect shall be determined in accordance with the laws of New South Wales and the parties hereby submit themselves to the exclusive jurisdiction of the courts in and of that State.