



**NATIONAL
PREMIER LEAGUES**

National Premier Leagues Women's Participation Agreement

From Season 2022
Northern NSW Football

AND

Choose an item.



**NORTHERN
NSW
FOOTBALL**

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Dated: Wednesday, 25 August 2021

Parties

Northern NSW Football a Company Limited by Guarantee in the State of NSW and having its registered office at 13 Park Rd, Speers Point NSW 2284

And

The Club set out in Item 1 of Schedule 1 ("**the Club**")

RECITALS

- A. Northern NSW Football is a Member Federation (MF) of Football Australia (FA).
- B. FA has granted Northern NSW Football a mandate to be responsible for the organisation, promotion and administration of football in the State.
- C. Northern NSW Football is committed to organising, promoting and administering football in the State.
- D. Northern NSW Football owns the Competition.
- E. Northern NSW Football invites clubs currently competing in the Women's Premier League to submit an Application to participate in the Competition.
- F. The Club submitted an Application to Northern NSW Football to participate in the Competition.
- G. Based on the information contained in the Application submitted by the Club, Northern NSW Football has agreed to admit the Club as a participant in the Competition and the Club has agreed to participate in the Competition on the terms and conditions set out in this Agreement.

AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the contrary interpretation appears:

“Competition” means all the leagues which comprise the National Premier Leagues NNSW to be conducted by Northern NSW Football;

“Competition Participation Licence” means a non-exclusive licence for the Club to enter team(s) to participate in the League in the Competition specified in Item 4 of Schedule 1 and to have those teams participate in that League in the Competition;

“Agreement” means this Participation Agreement;

“Application” means the Club’s application to Northern NSW Football for the Club to be granted a Competition Participation Licence comprising two parts namely, Part 1 – Application Form and Part 2 – Participation Agreement;

“Broadcast Rights” mean the right to record Matches for transmission, display and distribution by any means, including audio, audio-visual, television (including free-to-air, subscription, multichannel, closed circuit and interactive television), televisual exhibition, internet, broadband, mobile and video, in all forms whenever devised in any part of the world, including rights to Virtual Signage;

“Club Property” means, for the Club and each Team, the name, player roster, logo, colours, branding, kit design (including playing strip) or any other Intellectual Property Rights associated with or used by the Club in connection with the Club’s participation in the Competition, but excludes the Competition Property;

“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;

“Competition Property” means all Intellectual Property Rights subsisting in, arising from or associated with the Competition or any Match, including:

- a) the names and logos of Northern NSW Football (as notified by Northern NSW Football from time to time);
- b) the names and logos of the Competitions;
- c) Match information, statistics and data;
- d) player, Team and Club performance information, statistics and data;
- e) fixtures lists; and
- f) the Broadcast Rights.

“Competition Administrator” means the person or entity responsible for the conduct and staging of the 2017, 2018, 2019 Competition;

“Conditions Precedent” means each of the conditions precedent set out in clause 2;

“FA” means Football Australia Limited;

“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 Northern NSW Football, the Competition, the Competition Administrator, the Club, Officials, Players, supporters or spectators;

“FIFA” means Federation Internationale de Football Association, its successor or assignee;

“Northern NSW Football Rules and Regulations” mean the FA Rules and Regulations and rules, regulations, policies, procedures, codes of conduct and guidelines developed, promulgated and implemented by Northern NSW Football from time to time applying to Northern NSW Football, Competition, the Competition Administrator, the Club, Officials, Players, supporters or spectators including the By Laws of Northern NSW Football as amended from time to time;

“Grievance Procedures” means the procedures for the resolution of disputes and grievances as specified in the Northern NSW Football Rules and Regulations;

“Ground” means the home ground of the Club, as set out in Item 3 in Schedule 1, including all surrounding areas owned, licensed or otherwise controlled by the Club;

“Ground Standards” means the minimum standards promulgated by Northern NSW Football and contained in the Application in relation to Match day operations policies and procedures, broadcast and media requirements, police and security requirements and broadcast and sports presentation that the Club must ensure that it, Club Officials and the Ground complies with in relation to the staging of Matches;

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

- g) the party disposes of all or substantially all of its assets, operations or business (other than in the case of Northern NSW Football, a voluntary liquidation for the purpose of amalgamation or reconstruction if the new company assumes all of the legal obligations of Northern NSW Football);
- h) an arrangement is entered into between the party and its creditors;
- i) the party ceases to be able to pay its debts as they become due;
- j) the party ceases to carry on business;
- k) a mortgagee enters into possession or disposes of the whole or any part of the party's assets or business; or
- l) 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.

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

- a) any one or more of (whether or not registered, registrable or patentable):
 - i. copyright (including future copyright and moral rights);
 - ii. inventions (including patents, innovation patents and utility models);
 - iii. confidential information, trade secrets and know-how;
 - iv. technical data, formulae, and similar industrial rights;
 - v. designs;
 - vi. trademarks, logos and service marks;
 - vii. trade names and business names (in each case including rights in goodwill attached);
 - viii. rights in and/or to internet domain names and website addresses; and
 - ix. circuit layout designs, topography rights and rights in databases;
- b) any similar rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsists or may subsist;
- c) any licence or other right to use, grant the use of or to be the registered user of any of matters referred to in paragraphs a) and b) above;
- d) any applications to register and the right to apply for registration of any of the any of matters referred to in paragraphs a) and b) 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;

“League” means any series of Matches organised or staged by Northern NSW Football and known as at the date of this Agreement (subject to change by Northern NSW Football from time to time):

- National Premier Leagues Women’s NNSW (13’s, 15’s, 17s, Reserve Grade and 1st Grade);

“Match” means a football match organised and staged as part of a 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;

“Member Federation” means a State, Territory or regional federation or association that is a member of FA from time to time;

“**National Curriculum**” means the guidelines produced by FA from time to time which provide the framework for coach and player development for football in Australia;

“**National Registration Regulations**” means the National Registration Regulations contained in the FA Statutes;

“**Officials**” means Club Officials, Match Officials or Team Officials;

“**Participation Fee**” means the fee specified in clause 4 and Item 6 of Schedule 1;

“**Players**” means any person who is, from time to time, registered to the Club in accordance with the National Registration Regulations;

“**Privacy Laws**” means all laws pertaining to privacy, confidentiality and/or data protection of personal information or corporate data in any relevant jurisdiction, including the *Privacy Act 1988* (Cth), the Australian Privacy Principles contained in schedule 1 to the *Privacy Act 1988* (Cth); and an approved privacy code (as defined in the *Privacy Act 1988* (Cth));

“**Season**” means from the commencement of pre-season Matches to the conclusion of the Competition annually which includes the period set out in Item 5 of Schedule 1;

“**Special Conditions**” means the special conditions contained in this Agreement applying to the Club (if any), as set out in Item 7 of Schedule 1; and

“**State**” means the Football State of Northern New South Wales.

“**Team**” means the team(s) representing the Club in the Competition, as set out Item 2 of Schedule 1;

“**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 and other support staff.

“**Virtual Signage**” means any form of signage or advertising that is not physically at the Venue, including the electronic or other digital insertion of words, figures, numbers, information, visual images or other material into a television or other broadcast in any place.

1.2 Interpretation

In this Agreement, unless the contrary intention requires:

- a) words importing the singular include the plural and vice versa and words importing any gender include all other genders;
- b) if a word or phrase is defined, cognate words and phrases have corresponding definitions;
- c) a reference to a person includes a corporation and body politic;
- d) a reference to this Agreement or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties;
- e) a reference to a statute, ordinance or by-law includes regulations and other instruments under it and consolidations, amendments, re-enactments, or replacements of any of them;
- f) all references to “dollars” or “\$” are to Australian dollars;

- g) 'including' and 'includes' (and any other similar expressions) are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind; and
- h) headings shall be ignored in construing this Agreement.

2. CONDITIONS PRECEDENT

2.1 Conditions precedent

This Agreement is subject to and conditional upon on the satisfaction of the following conditions precedent:

- a) the Application submitted by the Club by no later than 20th September 2021 is fully executed and the information contained in it being true and correct;
- b) the Board of Northern NSW Football determining that the Club has satisfied the requirements necessary to be eligible to be granted a Competition Participation Licence; and
- c) Northern NSW Football executes the Agreement.

2.2 Conditions precedent

Each party is responsible for all costs and expenses associated with the satisfaction of its respective conditions set out in clause 2.1.

2.3 Failure to satisfy conditions precedent

If any of the Conditions Precedent are not satisfied then either party may immediately terminate this Agreement by notice in writing to the other party, in which case neither party will be liable to the other party.

3. GRANT OF COMPETITION PARTICIPATION LICENCE

- a) Subject to clause 2 and this clause 3 (including clause 3(b)), in consideration of the Participation Fee, Northern NSW Football grants the Club a Competition Participation Licence.
- b) The Club acknowledges and agrees that the Competition Participation Licence is subject to the Club complying with the terms of this Agreement and any other conditions imposed on the Club by Northern NSW Football from time to time in accordance with this Agreement, the Application and the Northern NSW Football Rules and Regulations.
- c) Northern NSW Football may review and vary the Competition structure at its absolute discretion:
 - i. the scheduling and rescheduling of the date, time and location at which Matches are played;
 - ii. the timing of the Season;
 - iii. the staging and format of the final series for the Competition including the location of Matches in the final series;
 - iv. the number of clubs in the Competition, including either a reduction or expansion;

- v. continuation of a system for promotion or relegation as a criterion for participation in the Competition; and
 - vi. without limiting clause 3(d)(iv), allowing a vacancy caused by a termination of a club's Competition Participation Licence to participate in the Competition to continue until the end of the Season or granting a new license to another club to replace a terminated club for the duration of the Season.
- d) Northern NSW Football will, as appropriate, consult with the clubs participating in the Competition regarding the matters outlined in clause 3(c) but determinations on these matters remain at the absolute discretion of Northern NSW Football.
- e) The Club acknowledges that each Competition and all rights associated with each Competition are owned by Northern NSW Football, including:
- i. all commercial rights to exploit the Competition (such as sponsorship, advertising, licensing, gaming, wagering);
 - ii. the Broadcast Rights;
 - iii. the Competition Property;
 - iv. commercialisation of the Northern NSW Football and Competition website;
 - v. commercialisation of Competition Grand Finals hosted by NNSWF at a Club Ground.
- f) Subject to clause 3e), the Special Conditions and all other terms of this Agreement, Northern NSW Football acknowledges that, in respect of Matches hosted by the Club at the Ground, all rights to Match day revenue sources are owned by the Club, including:
- vi. ticketing;
 - vii. Ground signage (excluding sites reserved for NPL Naming Rights Sponsor or other sponsors as advised by NNSWF);
 - viii. catering and hospitality,
- but in all cases excluding all revenue from Competition sponsors.
- g) For the avoidance of doubt, the granting of a Competition Participation Licence under this Agreement does not grant the Club admission to membership of Northern NSW Football.

4. PARTICIPATION FEE

In consideration of the grant of the Competition Participation Licence, the Club shall pay Northern NSW Football the Participation Fee.

5. NORTHERN NSW FOOTBALL GENERAL OBLIGATIONS

Northern NSW Football must:

- a) regulate, organise and promote the Competition;

- b) act reasonably and in good faith at all times in exercising its rights under this Agreement and in managing the Competition more generally;
- c) implement and enforce:
 - i. this Agreement;
 - ii. Football Australia Rules and Regulations;
 - iii. Northern NSW Football Rules and Regulations;
 - iv. Grievance Procedures.
- d) use its reasonable efforts to commercially exploit opportunities for the Competition, including exploitation of the Broadcast Rights;
- e) as a Member Federation, comply with, and ensure compliance with, the Football Australia Rules and Regulations.
- f) conduct the Competition in accordance with the National Curriculum;
- g) engage and supply Match Officials for the Competition;
- h) use its best endeavours to offer insurance cover for Players and Team Officials; and
- i) provide member protection and risk management information and support to the Club.

6. CLUB GENERAL OBLIGATIONS

The Club must:

- a) trade and operate as an incorporated association, company or corporation throughout the duration of this Agreement;
- b) implement and comply with:
 - i. this Agreement;
 - ii. Football Australia Rules and Regulations;
 - iii. Northern NSW Football Rules and Regulations; and
 - iv. Grievance Procedures.
- c) conduct Matches in accordance with the Ground Standards;
- d) act reasonably and in good faith at all times in exercising its rights under this Agreement and while participating in the Competition more generally;
- e) ensure the Club, Club Officials, Team Officials and Players comply fully with directions provided by the Competition Administrator including, without limitation, directions in relation to the scheduling or rescheduling of Matches;
- f) upon request by Northern NSW Football, submit its business plan, and youth training plan.

- g) use its best endeavours to ensure that it and each of its Players, Team Officials, Club Officials, members and supporters:
- i. do not adversely impact the image or reputation of or bring into disrepute FIFA, Football Australia, Northern NSW Football, commercial partners of Northern NSW Football, the Competition, Match Officials, Club Officials, Team Officials, other clubs participating in the Competition (including club officials, players and supporters of those clubs) or football in general; and
 - ii. do not alone, jointly or severally, engage in any unbecoming conduct or behaviour which, in Northern NSW Football's opinion, is prejudicial or likely to be prejudicial to the interests or reputation of Northern NSW Football, the Competition or the playing of football;
- h) ensure that it and each of its Club Officials and Team Officials are a fit and proper person to participate in or be associated with the Club as a participant in the Competition;
- i) promptly advise Northern NSW Football of any claim made by it or one of its Players, Club Officials or Team Officials made under any relevant insurance policy issued through Northern NSW Football and keep Northern NSW Football informed of the progress of any such claim;
- j) must at any time provide all necessary information reasonably requested by Northern NSW Football;
- k) obtain and maintain all rights, consents and authorisations necessary to participate in the Competition and to comply with this Agreement, and provide Northern NSW Football with copies of all materials reasonably required by Northern NSW Football on request;
- l) prepare and submit to Northern NSW Football on an annual basis or upon request by Northern NSW Football a copy of its financial report. The report must include the Club's activities, statement of income and expenses, balance sheets and any other information as is considered appropriate to show the financial viability of the Club.
- m) not change the name of the Team without the prior written consent of Northern NSW Football, although such consent must not be unreasonably withheld;
- n) ensure that if any Players are selected to compete for an Australian or Northern New South Wales representative side the Club:
- i. releases and make such Players available to participate in the matches in which such representative sides compete and attend any camps, training sessions, media conferences, promotional activities or other official functions in relation to those matches on notice from Northern NSW Football acting reasonably; and
 - ii. otherwise fully co-operate with Northern NSW Football with respect to such representative sides and matches and related functions; and
- o) comply with the Special Conditions (if any).

7. BROADCAST RIGHTS

- a) Northern NSW Football has and retains the exclusive right to commercially exploit the Broadcast Rights.

- b) The Club has no right or title to the Broadcast Rights and must not grant to any person any interest in the Broadcast Rights.
- c) The Club must provide Northern NSW Football and its subcontractors, agents and licensees (**NNSWF People**) access to the Ground free of charge to facilitate exploitation of the Broadcast Rights.
- d) The Club must use its reasonable endeavours to procure the following facilities at each Match (First Grade and Reserves) for use by the NNSWF People to exploit Broadcast Rights:
 - i. reserved seat(s) in the Press Box with a clear view of the pitch, working space and access to power supply for a reasonable number of persons for the purpose of the exploitation of the Broadcast Rights; and
 - ii. access to a wireless or wired internet connection for the duration of the Match.
 - iii. access to power within 25 meters of filming site;
 - iv. infrastructure to enable Broadcaster to hold position of height on the halfway line (western side preferred).
 - v. covered filming platform out of the elements; and
 - vi. covered position for commentary.

8. INTELLECTUAL PROPERTY

- a) The Club:
 - i. acknowledges that, as between the parties, Northern NSW Football owns all right, title and interest in the Competition Property;
 - ii. must not use any Competition Property without the prior written consent of Northern NSW Football.
- b) The Club grants to Northern NSW Football an irrevocable, perpetual, royalty free, non-exclusive, sub-licensable licence to use the Club Property in connection with:
 - i. the Competition;
 - ii. Northern NSW Football's role as a Member Federation of the Football Australia; and
 - iii. the performance of Northern NSW Football's rights and obligations under or in connection with this Agreement.
- c) The Club warrants that:
 - iv. it has all the rights, authority, approvals and consents necessary to grant the licence in clause 8b); and
 - v. no Intellectual Property Rights of any person will be infringed by Northern NSW Football's use of:
 - i. Club Property; or
 - ii. any information provided by the Club to Northern NSW Football.

9. MARKETING, MEDIA AND COMMUNICATIONS

- a) Northern NSW Football is solely responsible for:
- i. the marketing and promotion of the Competition;
 - ii. media accreditation to all Matches, including processing applications and issuing accreditation terms;
 - iii. handling all media enquiries that relate to Northern NSW Football or the Competition; and
 - iv. the development and/or maintenance of website for the Competition or any part of it.
- b) The Club acknowledges that Northern NSW Football has and retains all rights associated with the matters set out in clause 9a). The Club must not grant to any person any rights in relation to those matters.
- c) Subject to clauses 9a) and 9b), the parties agree to actively work together in relation to the marketing and promotion of the Competition and, where appropriate, Northern NSW Football will use reasonable endeavours to assist the Club with the marketing and promotion of the Club and Matches.
- d) Each party must comply with Privacy Laws, including obtaining appropriate consent for the collection, use and disclosure of personal information.
- e) Without limiting clause d), the Club warrants that it has obtained the irrevocable and unconditional written consent of each its players, coaches, officials, officers, agents, contractors and employees who participate in the Competition (**Relevant Persons**) to:
- i. the use by Northern NSW Football (and its subcontractors and licensees) of the Relevant Person's name, image, likeness, voice and performance information for the purposes of and in connection with the Competition (including the marketing and promotion of the Competition), the Broadcast Rights and Northern NSW Football's rights under this Agreement; and
 - ii. the recording, photographing and broadcasting of the Matches (including of the Relevant Person's image, likeness, voice and performance) by Northern NSW Football (or its subcontractors and licensees) in any form and via any means throughout the world.
- f) The Club must provide Northern NSW Football with a copy of the written consent referred to in clause e) on request.

10. CLUB REPRESENTATIONS AND WARRANTIES

- a) The Club represents and warrants that:
- i. it has the power to enter into and perform its obligations under this Agreement and the capacity and expertise to do so;
 - ii. the information provided in its Application was to the best of its knowledge accurate, complete and up-to-date and acknowledges that Northern NSW Football relied on that information in granting the Competition Participation Licence;

- iii. 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;
 - iv. has made its own enquiries and undertaken independent accounting and financial advice and confirms that it is a validly incorporated and registered corporation which validly exists under the laws of its place of incorporation;
 - v. it is presently solvent and is able to pay its debts as and when they fall due; and
 - vi. is not aware of any matter, an event or circumstance which would prevent it from being able to pay its debts as and when they fall due or to otherwise perform its obligations under this Agreement.
- b) In the event of any change of circumstances in relation to the representations and warranties provided by the Club under this clause, the Club will notify Northern NSW Football as soon as practicable, and in any event within seven (7) business days, of becoming aware of the occurrence of such an event or change in circumstances.

11. INSURANCE, LIABILITY AND INDEMNITIES

- a) The Club must:
- i. obtain and maintain any additional types or amount of insurance it requires to cover its business operations and participation in the Competition;
 - ii. pay the insurance premiums as prescribed by Northern NSW Football from time to time;
 - iii. provide, on Northern NSW Football's request, evidence satisfactory to Northern NSW Football of the existence, currency and contents of the insurance specified in this clause.
- b) The Club agrees to indemnify Northern NSW Football and keep Northern NSW Football indemnified (including its directors, officers, servants, employees and agents) against all actions, claims, losses, damages and expenses howsoever arising, that Northern NSW Football may directly or indirectly sustain or incur as a result of this Agreement, including, but not limited to:
- i. any loss or damage (save for consequential loss) sustained as a result of any breach of this Agreement by the Club;
 - ii. any loss or damage to any property or injury to, or death of, any person caused by the negligent act or omission or wilful misconduct of the Club or its officers, employees, agents, independent contractors, players or volunteers;
 - iii. any debts or charges including statutory charges, fees or monies payable as a result of this Agreement;
 - iv. any loss or damage (save for consequential loss) as a result of a breach of warranty,

except to the extent that such loss is due to any wrongful or negligent act or omission of Northern NSW Football, its directors, officers, servants, employees and agents).

- c) The Club agrees not to bring any claim or proceeding against Northern NSW Football for any damage, loss, injury or liability which the Club or any Player, Team Official or Club Official may suffer as a result of participating in, or being excluded from, the Competition. Except for liability that by law cannot be excluded, Northern NSW Football is by this clause excluded from any and all liability to the Club in tort (including negligence), contract or bailment for acts or omissions of Northern NSW Football or its employees arising out of or in relation to the Competition or this Agreement, and the Club agrees to indemnify and hold harmless Northern NSW Football from any such liability.
- d) This clause continues to apply after any termination or expiry of this Agreement.

12. GST

- a) Any consideration to be paid or provided by a party to the other party under this Agreement has been agreed without regard to GST.
- b) Notwithstanding any other provision in this Agreement, if a party makes a supply under or in connection with this Agreement upon which GST is imposed pursuant to the GST laws, then the consideration payable or to be provided by the other party under this Agreement shall be increased by an amount determined by multiplying the amount of the consideration in question by the applicable rate for GST as determined from time to time by the GST laws.
- c) For the purposes of this clause, unless otherwise provided under this Agreement, words and expressions used in this clause which are defined in the A New Tax System (Goods and Services Tax) Act 1999 have the same meaning in this clause.

13. CONFIDENTIALITY

- a) The terms of this Agreement and any related negotiations, dealings, discussions or correspondence whatsoever, including all material in whatever form provided to each party or their agents in discharge of their obligations under this Agreement and all matters relating to, concerning or arising from any aspect of the Agreement or the Competition, prior to or subsequent to execution of this Agreement, are confidential except where they are in the public domain otherwise than as a result of a breach of the terms of this Agreement.
- b) Each party undertakes not to disclose the matters referred to in clause 13(a) under any circumstances, except to its accountants, legal advisers or as required by law, without the prior written consent of the other party.
- c) This clause 14 continues to apply after termination or expiry of this Agreement.

14. TERM AND TERMINATION

- a) The term of this Agreement will commence with effect from the date this Agreement is executed by Northern NSW Football.
- b) For the avoidance of doubt, the Club agrees that it has no right to any renewal or extension of this license or a right to participate in any future competitions administered by Northern NSW Football in its capacity as Competitions Administrator, and Northern NSW Football has the right to determine in its discretion whether any license to participate in any Competition is renewed or extended.

- c) If the Club defaults in fully and punctually performing any obligation contained or implied in this Agreement, Northern NSW Football may, without prejudice to any right, do all things necessary or desirable in Northern NSW Football's opinion to make good or attempt to make good that default to the satisfaction of Northern NSW Football.
- d) Either party (the first party) may terminate this Agreement with immediate effect by giving notice to the other party if:
 - i. that other party breaches any term of this Agreement capable of remedy and fails to remedy the breach within 14 days, or such other time as the first party considers reasonable, after receiving written notice requiring it to do so;
 - ii. that other party breaches any material term of this Agreement not capable of remedy;
 - iii. an Insolvency Event happens to that other party (whether or not notified).
- e) Each party must notify the other party immediately if an Insolvency Event affecting it happens.

15. FORCE MAJEURE

Neither party is liable for any failure to perform or delay in performing its obligations under this Agreement (other than any obligation to pay money) if that failure or delay is due to any force majeure including, but not limited to, fire, storm, flood, earthquake, explosion, war, invasion, rebellion, strike, sabotage and epidemic provided that any such event was not reasonably capable of being contemplated at the date of this Agreement (“a **Force Majeure event**”).

16. COOPERATION AND GOOD FAITH

Each party must act in good faith and 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.

17. GENERAL

17.1 Waiver

- a) Failure by Northern NSW Football to require strict compliance with any provision of this Agreement will not be a waiver of Northern NSW Football's rights to enforce that provision later.
- b) Any waiver by Northern NSW Football of any breach of this Agreement must be in writing.

17.2 Non merger

Any obligations of the Club to be performed after termination or expiry of this Agreement survive such termination or expiry.

17.3 Non performance

If the Club does not perform any obligation under this Agreement, Northern NSW Football may perform that obligation and Northern NSW Football's costs of performing that obligation will be a debt due and payable by the Club to Northern NSW Football on demand.

17.4 Entire agreement

- a) The terms and conditions set out in this Agreement contain the entire agreement between the parties;
- b) The Club acknowledges that it has not been induced to enter into this Agreement by any representation (verbal or otherwise) made by or on behalf of Northern NSW Football that is not set out in this Agreement.

17.5 Notices

- a) A notice given or made under this Agreement:
 - i. must be in writing, dated and signed by the sender or a person duly authorised by the sender; and
 - ii. must be addressed and delivered to the intended recipient at the address or fax number below or the address or fax number last notified by the intended recipient to the sender after the date of this Agreement:

Northern NSW Football Limited

13 Park Road

Speers Point NSW 2284

Club: Choose an item.

- b) A notice given in accordance with clause 17.5(a) will be deemed received:
 - i. if delivered by hand to the recipients address, on the date of delivery, as long as delivery is acknowledged in writing by the recipient;
 - ii. if sent by post, four (4) days after the posting; and
 - iii. if sent by email on a working day at the recipient's, on the date sent, or if sent on a non-working day at the recipient's, on the next working day.

17.6 Severability

If it is held by a Court that any part is void, voidable, illegal, or unenforceable or this Agreement would be void, voidable, illegal, or unenforceable unless any part of this Agreement were severed, that part will be severed from this Agreement and will not affect the continued operation of the balance of this Agreement.

17.7 Jurisdiction

The laws of New South Wales govern this Agreement, and the parties agree to the exclusive jurisdiction of the Courts of New South Wales in relation to any dispute arising out of, or incidental to, this Agreement.

17.8 Relationship

Except where this Agreement expressly states otherwise, this Agreement does not create a relationship of employment, trust, agency, partnership or joint venture between the parties.

Schedule 1

Item 1: Choose an item.

Item 2: Choose an item.

Item 3: Choose an item.

Item 4: League to which this Competition Participation Agreement relates:

National Premier Leagues Women's NNSW

Item 5: From Season 2022 subject to relegation (if applicable) and termination in accordance with the terms of this Agreement

Item 6: Clubs will be advised of the relevant Participation Fee by December 31 annually in conjunction with NNSWF's Budget Process.

Item 7: The club agrees to strictly abide by NNSWF and Football Australia direction in relation to the provision of signage, uniform branding and other benefits to sponsors of the NPL. NNSWF will use best endeavours to confirm clubs' annual obligations in this regard by **1 March** annually.