



SENIOR & JUNIOR LOCAL LEAGUE AFFILIATION AGREEMENT

MUST be forwarded to the Region **PRIOR TO** any team participating in a match (trial or competition) each year.

Important Note – A Local League is **NOT** affiliated with the QRL or the relevant Region until this Agreement is fully completed, signed by the Local League and returned to the Region as specified above.

- 1. **Local League name:** **Incorporation or ACN Number:**
- 2. **Region:**
- 3. **Secretary:**
Postal address:
Town/Suburb: **Postcode:**
- 4. **Local League registered colours:**
- 5. **Clubs that have affiliated with this League:**

- | | | |
|----|-----|------------------------|
| 1) | 8) | List of Clubs Attached |
| 2) | 9) | |
| 3) | 10) | |
| 4) | 11) | |
| 5) | 12) | |
| 6) | 13) | |
| 7) | 14) | |

- 6. We, the undersigned Office Bearers agree, on behalf of the above League to comply with the terms and conditions contained in this Affiliation Agreement and to abide by the Rules and By-Laws of the QRL, Regional Rules and Local League Rules, to implement the Competition Rules of the Local League, and to promote the QRL logo as the symbol of Rugby League in Queensland.
- 7. Have any details of the Office Bearers of the League as supplied on the lodged and accepted Affiliation Application (QRL/LL1SJ) changed? Yes No If yes, please attach a list showing the change/s.

SIGNED: (by any two of the Chairman/Secretary/Treasurer/Director)

..... **Position:** **Date:** / /

..... **Position:** **Date:** / /

Note: Terms and Conditions of this Agreement are contained on the reverse side of this form.
Local League to forward this form to Regional Operations/Admin Staff (retain photocopy)

I, **(name)**, **(signature)**,
QRL Representative, approve the participation of the above mentioned Club / League / Association for the current rugby league season.

Terms and Conditions

1 Affiliation Documentation

The Affiliation Application represents an expression of interest by the applicant Local League to administer Rugby League Competitions in Queensland within the relevant Region of the QRL for the current Football year.

The Local League will comply with the Rules and By-Laws of the QRL (including all policies and circulars published by the QRL) Regional Rules (including the processes and procedures set out in QRL Rule 2.17 relating to Affiliation Documentation).

An Affiliation Application shall be distributed by the relevant Region to the Local League no later than seven (7) days prior to the Annual General Meeting of the Local League. The Affiliation Application must be completed in full and returned to the Secretary of the Region by the date specified in the Affiliation Application. Within seven (7) days of receipt of a completed Application, the Regional Manager shall determine, at his or her absolute discretion, the suitability of the applicant Local League. If the Local League's application is successful an Affiliation Agreement shall be distributed for completion in full and returned by the successful applicant Local League by the date specified in the Affiliation Agreement. The approved Affiliation Agreement shall be on forwarded to the Region and a copy shall be maintained by it. The Local League shall not be entitled to administer Rugby League competitions unless it is a party to an Affiliation Agreement filed with the Region and has paid in full, any affiliation fees and insurances that may be levied.

2 Constitution

A Local League shall not be eligible to conduct any Rugby League Competition under the control of the QRL and / or Its Regions unless it has been incorporated (or is in the process of incorporation) under the provisions of the Corporations Act (2001 CWTH) or alternatively the Associations Incorporations Act 1981 (QLD). No Local League shall lodge its proposed Constitution or any amendments there to with the Australian Securities Investment Commission or Office of Fair Trading (QLD) respectively without first;

- (i) submitting a copy of same to its supervising Region for approval;
- (ii) receiving from Its supervising Region a letter consenting to the lodgement of such Constitution, or proposed amendments to an existing Constitution.

3 Financial Information

In addition to those financial reporting obligations set out in QRL Rule 3.8., each Local League shall upon request from their respective Region provide such further financial information concerning the Local League as required from time to time. These requests include the provision of information related to or arising from the Health Check program conducted annually by the QRL and its Regions.

4 Solvency

Where, in the reasonable opinion of the Region one or more of the following circumstances arises; -

- (i) the Local League is unable to pay its debts as they fall due;
- (ii) the Local League's liabilities exceed its assets or;
- (iii) the Local League has failed to comply with a direction of the Region to submit any of those financial documents referred to in Condition 1 above.

The Region may by notice in writing, require the Local League to appoint a duly qualified auditor to prepare a report on the financial viability of the Local League. The Auditor's report must be completed within fourteen (14) days of appointment and a copy must be provided to the Region forthwith.

The Local League shall convene an extraordinary general meeting of members to discuss the financial circumstances of the Local League and representatives of the QRL/Region shall be entitled to attend but shall not be entitled to vote on any resolutions put to the meeting (including the appointment of an Administrator or Liquidator).

Any financial support or otherwise from the QRL/Region shall depend upon the cooperation and financial support of members and sponsors that the Local League is able to generate.

5 Exclusion from administering Rugby League competitions

Where any of those circumstances set out below arise in respect of a Local League then its supervising Region shall not allow that Local League to administer Rugby League competitions in Queensland; -

- (i) a Local League has received an Auditor's report confirming that the Local League is insolvent;
- (ii) a Local League has failed to satisfactorily discharge its obligations as to the provision of financial documentation as set out above ;
- (iii) brings the Game into disrepute;
- (iv) the Local League is in material breach of Its obligations under the Rules and By-Laws of the QRL (including all policies and circulars published by the QRL) Regional Rules, Local League Rules, or Competition Rules of the Local League.

6 Termination of Affiliation Agreement

A relevant Region may (with the prior written consent of the QRL), determine to terminate an Affiliation Agreement where any or all of the circumstances set out above continue to apply for a period of not more than thirty (30) days. In such circumstances the QRL shall notify the Local League in writing of its decision to terminate.

7 Indemnity

The QRL shall not be liable to the Local League for any loss, damage, suit or demand suffered by the Local League as a result of the QRL failing to observe the terms and conditions of this Agreement, on its part to be observed and performed where such failure is occasioned by any cause beyond the QRL's reasonable control.

The Local League hereby covenants and agrees with the QRL that the Local League shall assume sole and absolute responsibility for and indemnify and save harmless the QRL from all and any claims, liabilities, suits, losses, expenses, actions, causes of damages by reason of any claim, proceedings, action, liability or injury arising out of the Local League's conduct as part of its affiliation with the QRL or as a result of the Local League's relations with any third party or as a result of any breach by the Local League of the Rules and By-Laws of the QRL (incl all policies and circulars published by the QRL) Regional Rules, Local League Rules, or Competition Rules of the Local League or any failure by the Local League to promote the QRL logo as the symbol of Rugby League in Queensland.