



JUNIOR LOCAL LEAGUE AFFILIATION AGREEMENT

MUST be forwarded to the Division **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 Division until this Agreement is fully completed, signed by the Local League and returned to the Division as specified above.

1. Local League name:

Incorporation or ACN Number:

2. Division:

3. Secretary:

Postal address:

Town/Suburb:

Postcode:

4. Local League registered colours:

5. Clubs that have affiliated with this League:

- | | |
|----|-----|
| 1) | 8) |
| 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, Divisional 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 Club as supplied on the lodged and accepted Affiliation Application (QRL/LL1) changed? Yes No If yes, please attach a list showing the change/s.

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

..... Position:

Date: / /

..... Position:

Date: / /

NOTE: - Terms and conditions of this Agreement are contained on the reverse side of this form.

League to forward this form to Division (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 – QRL Rule 2.11

The Affiliation Application represents an expression of interest by the applicant Club to participate in a Rugby League Competition in Queensland within the relevant Division of the QRL for the current Football year.

The Club will comply with the Rules and By-Laws of the QRL (including all policies and circulars published by the QRL) Divisional Rules, Local League Rules, or Competition Rules of the Local League (including the processes and procedures set out in QRL Rule 2.11 relating to Affiliation Documentation).

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

2 Constitution

A Club shall not be eligible to play in or to conduct any competition under the control of the QRL, its Divisions, or Local Leagues unless it is incorporated under the provisions of the Corporations Act 2001 (Cwth) or alternatively the Associations Incorporations Act 1981 (QLD).

No club shall be eligible to play in and/or to conduct any Competition under the control of the QRL, its Divisions, or Local Leagues unless it is incorporated under the provisions of the Corporations Act or alternatively the Associations Incorporations Act 1981 (Qld) by one (1) February in the Football Year in which it desires to participate in the Competition.

Every Club shall submit to its supervising Local League:

- (a) A copy of its Constitution; and
- (b) On or before one (1) February in each Football Year a copy of all amendments to its Constitution. No Club shall lodge a proposed Constitution or any proposed amendments to an existing Constitution with the Australian Securities & Investments Commission (Cwth) or Office of Fair Trading respectively without first:
 - (i) submitting a copy of same to its supervising Local League for approval;
 - (ii) where the Local League approves such Constitution or proposed amendments to an existing Constitution it shall on forward a copy of same to the relevant Division for its approval.

3 Financial Information

In addition to those financial reporting obligations set out in QRL Rule 3.9., all Clubs shall upon request from their respective Local Leagues and or Divisions provide such further financial information concerning the Club 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 Divisions.

4 Solvency

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

- the Club is unable to pay its debts as they fall due;
- the Club liabilities exceed its assets or;
- the Club has failed to comply with a direction of the Division or Local League requiring the Club to submit any of those financial documents referred to in Condition 1 above;

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

The Club shall convene an extraordinary general meeting of members to discuss the financial circumstances of the Club and representatives of the Local League/Division 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 Local League/Division shall depend upon the cooperation and financial support of members and sponsors that the Club is able to generate.

5 Exclusion from Competing in Matches

Where any of those circumstances set out below arise in respect of a Club neither the QRL nor its Divisions or Local Leagues shall allow such a Club to participate in any Game of Rugby League whether a competition match under the control of the QRL, its Divisions or Local Leagues or a trial match in Queensland whether the other participating team is a team under the control of the QRL; -

- a Club has received an Auditor's report confirming that the Club is insolvent;
- a Club has failed to satisfactorily discharge its obligations as to the provision of financial documentation as set out above;
- brings the Game into disrepute in the reasonable opinion of divisional board and delegates (added)
- the Club 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) Divisional Rules, Local League Rules, or Competition Rules of the Local League.

6 Termination of Affiliation Agreement

The QRL and/or the relevant Divisions may, in its absolute discretion, determine to terminate this Affiliation Agreement where any or all of the circumstances set out above continue to apply for a period of not more than three months. In such circumstances the QRL shall notify the Club in writing of its decision to terminate.

7 Indemnity

The QRL shall not be liable to the Club for any loss by the Club caused by 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 Club hereby covenants and agrees with the QRL that the Club 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 Club's conduct as part of its affiliation with the QRL or as a result of the Club's relations with any third party or as a result of any breach by the Club of the Rules and By-Laws of the QRL (incl all policies and circulars published by the QRL) Divisional Rules, Local League Rules, or Competition Rules of the Local League or any failure by the Club to promote the QRL logo as the symbol of Rugby League in Queensland.