

Terms and Conditions

1 Affiliation Documentation

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

The Club/Association will comply with 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 (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 Club/Association no later than seven (7) days prior to the Annual General Meeting of the Club/Association. The Affiliation Application must be completed in full and returned to the Secretary of the Local League or 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 Club/Association. If the Club/Association's application is successful an Affiliation Agreement shall be distributed for completion in full and returned by the successful applicant Club/Association 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 Club/Association shall not be entitled to participate in the Game of Rugby League 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

No Club/Association shall be eligible to play in and/or conduct any Competition under the control of the QRL, its Regions, or Local Leagues unless it is incorporated under the provisions of the Corporations Act 2001(CWTH) or alternatively the Associations Incorporations Act 1981 (Qld).

Every Club/Association shall submit to its supervising Local League:

- (i) A copy of its Constitution; and
- (ii) A copy of all proposed amendments to its constitution.

No Club/Association 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 Region for its approval.

3 Financial Information

In addition to those financial reporting obligations set out in QRL Rule 3.8 all Club/Associations shall upon request from their respective Local Leagues and or Regions provide such further financial information concerning the Club/Association 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 Club/Association is unable to pay its debts as they fall due;
- (ii) the Club/Association liabilities exceed its assets or;
- (iii) the Club/Association has failed to comply with a direction of the Region or Local League requiring the Club/Association to submit any of those financial documents referred to in Condition 1 above.

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

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

5 Exclusion from Participating in Matches

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

- (i) a Club/Association has received an Auditor's report confirming that the Club/Association is insolvent;
- (ii) a Club/Association 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 Club/Association 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

The QRL and/or the relevant Regions may, in its absolute discretion, 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 three (3) months. In such circumstances the QRL shall notify the Club/Association in writing of its decision to terminate.

7 Indemnity

The QRL shall not be liable to the Club/Association for any loss, damage, suit or demand suffered by the Club/Association 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 Club/Association hereby covenants and agrees with the QRL that the Club/Association 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/Association's conduct as part of its affiliation with the QRL or as a result of the Club/Association's relations with any third party or as a result of any breach by the Club/Association of 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 or any failure by the Club/Association to promote the QRL logo as the symbol of Rugby League in Queensland.