



**CAPITAL
FOOTBALL**

**APPENDIX A:
CONDITIONS OF
AFFILIATION**

MARCH 2025

AUTHORITY

This document is to be read in conjunction with the Capital Football Club Affiliation Policy (**Affiliation Policy**).

If there is any inconsistency or conflict between these Conditions of Affiliation and the Affiliation Policy, the Affiliation Policy prevails to the extent of the inconsistency.

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1. DEFINITIONS AND INTERPRETATION

As per the Affiliation Policy.

2. BENEFITS OF AFFILIATION

As per the Affiliation Policy.

3. CLUB OBLIGATIONS

3.1 Core Conditions

The Club will:

- a) implement and comply with:
 - i. the Affiliation Policy;
 - ii. all current FA Rules, Regulations and Club Licensing requirements; and
 - iii. all current Capital Football Rules and Regulations including, but not limited to, competition specific Dispute and Disciplinary Regulations, Competition Regulations and Club Licensing requirements.
- b) pay, as they fall due, any and all fees, fines or levies imposed or determined by Capital Football;
- c) be incorporated (or be appropriately constituted as company limited by guarantee) and its current constitution lodged with Capital Football at all times. Furthermore, the Club shall abide by their constitution and comply with requirements of Access Canberra and/or the Australian Securities and Investment Commission (ASIC);
- d) ensure that every player and official involved with, or participating in, Capital Football competitions are registered in accordance with the National Registration, Status and Transfer Regulations (NRSTR) requirements and accurately recorded in the National Football Database as determined by FA and Capital Football;
- e) ensure that its players, officials and supporters comply with the standards articulated in the FA Codes of Conduct;
- f) ensure that all players, club officials and team officials are aware that Capital Football competitions are amateur, which means limits apply to all player payments and penalties are in place for exceeding these limits;
- g) engage with the Australian Sports Commission and FA's National Game Changer Program as directed by Capital Football (previously referred to as National Club Development Program);
- h) field a Team to participate in all Matches in accordance with the Competition Schedule, including any rescheduled Matches;
- i) not participate in any match other than a Match (including any trial or exhibition match) without Capital Football's prior written consent;
- j) conduct all Matches in accordance with the Venue Standards, once developed;
- k) act reasonably and in good faith at all times in exercising its rights under these Conditions and while participating in the Competition more generally;
- l) use its best endeavours to ensure that it and each of its Players, Officials and supporters:
 - i. maintain at all times a professional reputation;
 - ii. refrain from any act or behaviour which may damage the image or reputation of, or bring into disrepute, FA, Capital Football, holders of Commercial Rights, Competition Partners,

- Competition, Officials, other Clubs participating in the Competition, or football in general;
- iii. do not alone or jointly engage in any unbecoming conduct or behaviour which, in Capital Football's opinion, is prejudicial or likely to be prejudicial to the interests or reputation of Capital Football, FA, the Competition or the playing of football; and
 - a. without limiting clauses 6.1 (k) i to iii above, do not make any adverse, critical or disparaging statements or comments about Capital Football, FA, the Competition, or football in general;
 - m) promptly advise Capital Football of any fact, matter or circumstance that is likely to damage the image or reputation of, or bring into disrepute, the Competition, the Club, the Team, Capital Football, FA or the game of football in the ACT and surrounding region;
 - n) obtain and maintain all rights, consents and authorisations necessary to participate in the Competition and to comply with these Conditions;
 - o) appoint appropriately qualified individuals to fill each of the Key Personnel roles;
 - p) ensure that the Club members, as defined in the constitution, reflects broad representation, (including but not limited to Players, Club Officials, Team Officials, and Volunteers);
 - q) Outside of formal grievance or appeals processes, Clubs shall not communicate directly with FA, unless otherwise directed or approved by Capital Football in writing;
 - r) only participate in competitions, programs and courses approved and sanctioned by Capital Football. The Club agrees that all "in-house" competitions will register participants through Capital Football in approved Football Australia programs such as, but not limited to Outdoor Competition (Junior, Senior and Masters), MiniRoos, Summer Football, Walking Football and Futsal;
 - s) complete and submit the online Capital Football Club Affiliation form by the date in Schedule 1;
 - t) where the engagement of any staff is funded in whole, or in part, by Capital Football, Clubs shall not engage such staff without the prior written consent and approval of Capital Football;
 - u) ensure that players compete in competitions conducted by Capital Football in accordance with the Laws of the Game (LOTG); and
 - v) not directly or indirectly do any act or thing which adversely affects any intellectual property of Capital Football, either during this term or following termination.

3.2 Special Conditions

Nil.

3.3 Payment

As per the Affiliation Policy.

3.4 Grievances

The Club acknowledges that compliance with FA's Member Protection Framework and Statutes is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise, in respect of any Grievance.

4. AFFILIATION

As per the Affiliation Policy.

5. COMMERCIAL RIGHTS

5.1 Commercial Rights

The Club:

- a) acknowledges that Capital Football owns and retains all rights associated with the Competitions including the exclusive right to appoint the Competition Partners and Broadcast Partners, and the exclusive right to commercially exploit:
 - i. Broadcast Rights;
 - ii. a licensing and merchandise program of the Competition, including the exclusive right to appoint licensees to develop Licensed Product;
 - iii. Gaming Rights;
 - iv. Mobile Applications;
 - v. Match Statistics; and
 - vi. Website Rights.
- b) will provide Capital Football and the holders of its Commercial Rights access to the Venue and facilities free of charge to facilitate exploitation of the Commercial Rights;
- c) will not exploit any Commercial Right itself and must not grant to any person the rights referred to in clause 5.1 (a) of the Affiliation Policy;
- d) will use best efforts to prevent ambush marketing of the Competition Partners and immediately notify Capital Football of any incidents of ambush marketing.

For the avoidance of doubt, any rights not expressly granted to the Club under clause 5.2 of the Affiliation Policy are retained by Capital Football.

5.2 Club Commercial Rights

The Club warrants that any of its own sponsors during the Term do not conflict with or compromise Capital Football's ability to comply with its constitutional obligations and adherence to any and all regulations of Football Australia, unless otherwise agreed by Capital Football.

5.3 Partners' Rights

The Club will promote the Competition Partners and ensure they obtain their respective Partners' Rights in accordance with Competition regulations.

6. MARKETING, MEDIA AND COMMUNICATIONS

6.1 Marketing, Media and Communications

- a) The Club acknowledges that Capital Football has, and retains, all rights associated with the matters set out in clause 6(a) of the Affiliation Policy, and agrees it has no rights to grant, and must not grant to any person, any rights in relation those matters.
- b) The Club will work together with Capital Football in relation to the marketing and promotion of the Competition.

6.2 Privacy

The Club warrants to Capital Football that:

- a) any personal information that the Club discloses to Capital Football has been collected in accordance with the Privacy Laws;
- b) the Club has notified all individuals to whom the personal information relates that the Club will be providing the information to Capital Football for the purposes of insurance, registration, research and statistics and direct marketing, and has obtained all necessary consents; and
- c) Capital Football is authorised to collect and use the personal information as contemplated by these Conditions.

7. INTELLECTUAL PROPERTY

- a) The Club:
 - i. grants to Capital Football a perpetual, irrevocable, non-exclusive licence to use and reproduce the Club Property, including for marketing and promotional purposes and the exploitation of Commercial Rights;
 - ii. will not use any Competition Property or permit a third party to use any Competition Property or imply any association with Capital Football, FA or the Competition generally without the prior written consent of Capital Football; and
 - iii. will ensure that Club sponsors do not use Competition Property without the prior written consent of Capital Football.
- b) The Club acknowledges that:
 - i. all right, title and interest in and to the Competition Property belong and will belong to Capital Football or its licensors and that, except as expressly provided by these Conditions, the Club has not and will not acquire any rights in or relating to the Competition Property, whether in the nature of goodwill, reputation or otherwise; and
 - ii. all goodwill and reputation arising from use of the Competition Property by the Club whether before, on or after the date of these Conditions, has ensured and will ensure to the benefit of Capital Football and its licensors.
- c) The Club must not:
 - i. grant, or purport to grant, any right or licence to use the Competition Property to any third party;
 - ii. in any way challenge, use or apply for any Intellectual Property Rights that could adversely affect Capital Football's or FA's ownership of the Competition Property, or assist any other person to do so;
 - iii. without limiting clause 6c) ii above, use or apply to register any Intellectual Property Rights or any business or domain names which are substantially identical with, or deceptively similar to, the Competition Property; or
 - iv. alter the Competition Property in any way.

8. CLUB WARRANTIES

8.1 Club Warranties

The Club represents and warrants to Capital Football that:

- a) the information provided in its application was accurate, complete and up-to-date and acknowledges that Capital Football relied on that information in granting affiliation;
- b) it has the power to enter and perform its obligations under these Conditions and the capacity and expertise to do so;

- c) it has all the rights and consents necessary to grant the licence to Capital Football under clause 7(a)(i) of the Affiliation Policy;
- d) no Intellectual Property Rights or other rights of any person will be infringed by Capital Football's use of Club Property;
- e) it has taken all necessary actions to authorise its entry into and performance of these Conditions and to carry out the obligations contemplated by these Conditions; and
- f) it has made its own enquiries and obtained independent legal, accounting, and financial advice and confirms that it:
 - i. validly exists under the laws of its place of incorporation;
 - ii. is presently solvent and is able to pay its debts as and when they fall due;
 - iii. anticipates on reasonable grounds that it will have positive cash flow in the future; and
 - iv. is not aware of any matter, event or circumstance which would affect its ability to pay its debts as and when they fall due or to otherwise perform its obligations under these Conditions.

8.2 Change of Circumstance

As per the Affiliation Policy.

9. INDEMNITY

9.1 Indemnity

The Club agrees to indemnify Capital Football and FA and keep Capital Football and FA indemnified (including their directors, officers, employees and agents) (Indemnified Parties) against all actions, claims, losses, damages and expenses howsoever arising, that any Indemnified Party may directly or indirectly sustain or incur as a result of these Conditions, including any loss or damage:

- a) sustained as a result of any breach of these Conditions by the Club;
- b) 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 directors, officers, employees, agents, independent contractors, Players or volunteers; and
- c) as a result of the staging of Matches or use of Venues;

except to the extent that such loss is due to any wrongful or negligent act or omission of an Indemnified Party.

9.2 Insurance

The Club will:

- a) obtain and maintain any additional types or amount of insurance (over and above that which is provided by Capital Football) it requires to cover its business operations and participation in Capital Football Competitions;
- b) provide, on Capital Football's request, evidence satisfactory to Capital Football of the existence, currency and contents of the insurance specified in this clause; and
- c) promptly advise Capital Football of any claim made under any insurance policy and keep Capital Football informed of the progress of any such claim.

10. FINANCE, RECORDS REPORTING AND PLANS

The Club warrants that it observes and maintains proper standards and methods of accounting and keeps such books of account and records and operate such finance and accounting systems as required by law.

The Club shall in all respects comply with all procedures and manuals which may be issued by Capital Football and shall maintain such books of account and records and make the same available for inspection by Capital Football at any time upon request by Capital Football or their representative.

10.1 Finance, Reporting and Plans

The Club will:

- a) supply Financial Accounts to Capital Football with:
 - i. audited year-end Financial Accounts; and
 - ii. any other records, reports, accounts or notes requested by Capital Football from time to time; and
- b) keep adequate records, documents and accounts in sufficient detail to enable its compliance with this Affiliation to be verified.

10.2 Right to Audit

As per the Affiliation Policy.

10.3 Overdue payments

The Club acknowledges and agrees that it is required to comply with any stated terms surrounding Credit and/or outstanding fees as detailed:

- a) in the Affiliation Policy; and
- b) the relevant season's Competition Regulations.

Without prejudice to any other rights Capital Football may have under these Conditions, if any amount payable by the Club to Capital Football under these Conditions is outstanding, Capital Football may:

- a) charge interest on each such amount;
- b) require the Club to reimburse Capital Football for the costs associated with collecting such amount (including the costs associated with any legal action against the Club); and
- c) impose any other sanctions on the Club as the Capital Football Board may consider appropriate from time to time including deduction of competition points, possible disaffiliation and other remedies as outlined in the Competition Regulations.

10.4 Right to Set-Off

As per the Affiliation Policy.