



**CAPITAL
FOOTBALL**

CLUB AFFILIATION POLICY

JANUARY 2026

VERSION 1.1

VERSION CONTROL

| Version | Date | Author | Rationale |
|---------|--------------|-------------------------|--|
| 1 | March 2025 | Chief Executive Officer | New Policy |
| 1.1 | January 2026 | Chief Executive Officer | Updates to financial obligations, addition of commitment to behaviour standards. |
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AUTHORITY

As defined in the Capital Football Constitution, an Affiliate refers to any entity or individual who is a member of, affiliated with, or registered with Capital Football. This includes, but is not limited to, directors, officers, employees, clubs, committees, referees, managers, coaches, players, and Registered Participants.

This policy outlines the requirements for football clubs in the ACT and surrounding regions to affiliate with Capital Football. Clubs must renew their affiliation annually to participate in Capital Football sanctioned competitions.

RATIONALE

This process ensures clubs are affiliated with Capital Football and Football Australia, meet financial and governance requirements, receive associated benefits and have up-to-date records. It also supports facility advocacy and long-term club sustainability.

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1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

Application means the Club's application to Capital Football for the Club to be granted affiliation with Capital Football.

Brand Guidelines mean the guidelines and approval procedures to be developed by Capital Football to protect and enhance the competition brand and regulate personal appearances and the use of images of Players and Officials.

Broadcast Partners mean the partner(s) to exercise the Broadcast Rights appointed by Capital Football from time to time.

Broadcast Rights means the rights to record and communicate to the public in any part of the world, in all forms of media now known and later devised, any and all aspects of the Competition including Matches, and includes rights to Virtual Signage.

Capital Football means ACT Football Federation, trading as Capital Football.

Capital Football Rules and Regulations mean the FA Rules and Regulations as they apply to Capital Football and any Capital Football rules, regulations, policies, procedures, codes of conduct, behaviour standards and guidelines developed, promulgated and implemented by Capital Football from time to time applying to football in the region, the Competition, the Competition Administrator, the Club, Officials, Players and spectators.

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. All Key Personnel are Club Officials.

Club Property means the name (including nickname), logo, colours, branding, kit design (including playing strip) and any other Intellectual Property Rights associated with the Club or its participation in the Competition created or generated by or on behalf of the Club but excludes Competition Property.

Competition means the football matches, leagues and/or competitions owned or conducted by Capital Football and including any pre or post-season competition, and any finals series, knockout competition or champions league whether conducted by FA or Capital Football.

Competition Partners mean the naming rights sponsor and other sponsors of the Competition as appointed by Capital Football from time to time.

Competition Property means the Capital Football name and logo, FA name and logo, all Competition names and logos, the Match Statistics and all other Intellectual Property Rights associated with Capital Football, Football Australia or the Competition.

Competition Schedule means the match schedules for the Competition as promulgated by Capital Football each year.

FA means Football Australia Limited or any replacement or successor body.

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 the Competition, the Competition Administrator, the Club, Officials, Players and spectators.

FIFA means Federation Internationale de Football Association.

FA Statutes means the statutes and any accompanying standing orders, by-laws and regulations governing football in Australia as promulgated by Football Australia from time to time.

Financial Accounts means the Club's profit and loss statement, balance sheet and cash flow statement and any other information regarding the financial viability of the Club.

Gaming Rights means the rights to conduct gaming, betting or wagering activities in relation to the Competition (including Matches) and any associated rights such as the right to data, official designations, license to use the Competition Property and Club Property and Match Statistics in connection with such gaming, betting or wagering activities.

Grievance has the meaning given to it in the applicable Grievance Procedure.

Grievance Procedure means the procedures for the resolution of Grievances as specified in the FA Rules and Regulations or the Capital Football Rules and Regulations, as applicable given the nature of the dispute.

Image in relation to a Player or Official means the name (including nickname), image, voice, signature, likeness and any other indicia of identity of that Player or Official.

Insurance Definitions relating to the policies offered through the FA insurance program:

- a) Personal Injury Insurance - basic cover for participants who suffer injuries arising out of participation in football activities.
- b) Public Liability Insurance - designed to help protect insured entities if a third party claims they have suffered a serious injury, or their property has been damaged due to insured entities
- c) Product Liability Insurance - designed to help protect insured entities if a third party claims they have suffered a serious injury, or their property has been damaged due to goods that insured entities supply.
- d) Professional Indemnity Insurance - is a supplementary coverage for professional advice. It is designed to help protect Insured Persons and entities for alleged or actual acts, errors or omissions in breach of the Insured's Professional Duty in connect with the business activities.
- e) Management Liability Insurance - designed to help protect the insured entity and management of insured entities against alleged or actual Wrongful acts. This can include:
 - i. Wrongful acts by management, committee, and Directors & Officers;
 - ii. Fraud and Dishonest acts by employees, volunteers and other insured persons;
 - iii. Claims made by employees, volunteers and other insured persons relating to employment practices – includes harassment, bullying, wrongful dismissal etc;
 - iv. Breaches of Statutory Legislation; and
 - v. Tax audit costs.

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

- a) (i) copyright; (ii) inventions (including patents, innovation patents and utility models); (iii) confidential information, trade secrets, technical data and know-how; (iv) designs; (v) trademarks and service marks; and (vi) circuit layout designs, topography rights and rights in databases, whether or not any of these is registered, registrable or patentable;
- b) any similar rights resulting from intellectual activity in the industrial, commercial, scientific,

literary or artistic fields which subsist or may hereafter subsist;

- c) any licence or other right to use or grant the use of any of the above or to be the registered user of any of the above;
- d) any applications and the right to apply for registration of any of the 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.

Key Personnel means the personnel (paid or unpaid) that must be employed or engaged by the Club, being General Manager / Chair / President, Secretary, Treasurer, Registrar and Member Protection Information Officer.

Licensed Product means products or merchandise developed by official licensees appointed by Capital Football from time to time that incorporate Competition Property and/or Club Property.

Match means a football match organised and staged as part of the 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.

Match Statistics means data, statistics or information relating to Matches, Players, Officials, football participants and football, collected by or for, or in the possession or control of Capital Football, including the Competition Schedule, Match result, number of goals scored, free kicks, penalty kicks, names of goal scorers and red and yellow card infringements.

Mobile Applications means applications and related widgets developed for mobile devices.

National Registration, Status and Transfer Regulations mean the Regulations contained in the FA Statutes, also known as NRSTR.

National Football Membership Database means Play Football, or any replacement databases managed by FA to capture data of every individual member, including players and non-players.

Official means a Club Official, Match Official or Team Official.

Partners' Rights mean the rights and benefits granted by Capital Football to Competition Partners and Broadcast Partners.

Player means any person who is, from time to time, registered with the Club in accordance with the National Registration, Status and Transfer Regulation.

Privacy Laws means the *Privacy Act 1988 (Cth)*, the *Spam Act 2003 (Cth)* and all other laws, rules and regulations in Australia which relate to the privacy, protection, use or disclosure of personal information.

Season means the period of time prescribed by Capital Football for the conduct of each age division or grade in the Competition from the commencement of pre-season Matches to the conclusion of the Competition, including any finals series and any pre or post season or knockout cup competition conducted or organised by FA or Capital Football.

Team means the team(s) representing the Club in the Competitions.

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, volunteers and other support staff.

Term means the length of time club affiliation is valid for and is outlined in Schedule 1.

Venue means the home match venue where the Club will stage Matches, including all surrounding areas owned, licensed or otherwise controlled by the Club.

Venue Standards means the minimum standards promulgated by Capital Football from time to time in relation to spaces, facilities, match day operations, broadcast and media requirements, police and security requirements and sports presentation that the Club must ensure that Club Officials, the Venue, and it comply with in relation to the staging of Matches.

Website means a fixed website and/or mobile site.

Website Rights means all rights, whether in existence or developed during the Term, including Intellectual Property Rights related to or arising out of the official Websites of the Competition, including hosting, production, content management, publication, branding, association, applications, e-commerce and advertising rights.

1.2 Interpretation

In this Agreement, headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:

- a) a reference to a person includes a company, trust, partnership, joint venture, association, body corporate or government agency;
- b) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time;
- c) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- d) a reference to dollars or \$ is to Australian currency;
- e) mentioning anything after include, includes or including does not limit what else might be included;
- f) a reference to the singular denotes the plural and vice versa; and
- g) a reference to a thing includes a part of that thing.

2. BENEFITS OF AFFILIATION

In respect of Affiliated Clubs, Capital Football will:

- a) Implement and enforce:
 - i. this Policy;
 - ii. FA Rules, Regulations and Club Licensing requirements; and
 - iii. Capital Football Rules, Regulations and Club Licensing requirements.
- b) regulate, organise and promote the Competition;

- c) maintain the professional standards of the Competition, including in relation to play, Match presentation, behaviour, refereeing and broadcast;
- d) determine a Competition Schedule for each Competition each year and circulate a draft to Affiliated Clubs for comment, noting that for the avoidance of doubt, final decisions on Competition Schedules rests solely with Capital Football;
- e) use efforts to commercially exploit opportunities for the Competition, including exploitation of the Commercial Rights and the Broadcast Rights;
- f) use efforts to nominate and supply Match Officials for the Competition at the Clubs' cost, as per the Capital Football Referee Fee Schedule;
- g) use efforts to remind all players, club officials and team officials that Capital Football competitions are amateur, and of the limits in place for player payments and the penalties in place for exceeding these limits;
- h) provide Affiliated Clubs with:
 - i. affiliation to FA;
 - ii. administrative, member protection and risk management information and support to Affiliated Clubs;
 - iii. access to programs, competitions, intellectual property, training and services from participation at the grass roots through to high performance football;
 - iv. access to governance, sport development and professional development services, including advice on constitutional matters, policy templates, a member protection framework, operating procedures, and complaint resolution support;
 - v. a cost effective and sport-specific insurance program through FA participating State Associations and Territory's insurance program, consisting of Personal Injury, Public and Products Liability, Professional Indemnity, and Management Liability policies:
 - (A) whereby the Personal Injury Policy covers all registered playing members, referees and non-Playing officials;
 - (B) whereby the Liability policies coverage is provided for liabilities arising out of the Insured's Business. **Business under the Policy** means all activities undertaken by the Insured and connected with Football, including responsibilities as landlord, tenants, property owners and organisers of social and fundraising activities); and
 - (C) an up to date summary of the applicable policies, claim lodgement procedures, certificate of currency and other insurance requirements shall be accessible through the Capital Football website at all times.
 - vi. advocacy and representation of and for football at Territory and Federal levels of Government;
 - vii. a comprehensive and nationally recognised coach and match officials' education program and accreditation pathway;
 - viii. pathways for players, officials and coaches to further their football pursuits along the high-performance pathway;
 - ix. access to a nationally compliant membership database system which facilitates self-

registration; participant information management, competition management, communication tools, accreditation recording and learning resources; and

- x. a range of competition structures from the National Premier Leagues (NPL), Capital Premier Leagues (CPL), Community Leagues and Cup Competitions through to participation and school competitions.

Note: Capital Football will only provide access to services and programs for Affiliated Clubs. Therefore, any Club, team or other organisation must be affiliated to Capital Football to access these services and programs.

3. CLUB OBLIGATIONS

3.1. Core Conditions

To be accepted as an Affiliated Club, a Club must agree to the following conditions:

- a) implementing and complying with:
 - i. this 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, Dispute and Disciplinary Regulations, Competition Regulations and Club Licensing requirements.
- b) paying, as they fall due, any and all fees, fines or levies imposed or determined by Capital Football, noting that failure to do so may result in sanctions, including suspension or termination of affiliation, in accordance with this Policy and the Competition Regulations;
- c) be incorporated (or be appropriately constituted as company limited by guarantee) and lodge its current constitution with Capital Football at all times, and comply with all requirements of Access Canberra and/or the Australian Securities and Investments Commission (ASIC);
- d) ensuring 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 requirements and accurately recorded in the National Football Membership Database as determined by FA and Capital Football;
- e) ensuring that its players, officials and supporters comply with the standards articulated in the FA Codes of Conduct and Capital Football Behaviour Standards;
- f) ensuring that all Players, Club Officials and Team Officials are aware that Capital Football competitions are amateur, which means that limits apply to all player payments and penalties are in place for exceeding these limits;
- g) engaging with FA's Club Changer Program as directed by Capital Football, with the objective of achieving and maintaining One Star status as a minimum, and where applicable, working towards higher accreditation levels, including Two Star and Three Star status, and participating in any support, education or review processes reasonably required by Capital Football to support those outcomes;
- h) engaging with, supporting and implementing the Capital Football Behaviour Standards Program as directed by Capital Football. This includes, but is not limited to,

- i. adopting the program at a local level, promoting expected standards of behaviour among players, officials, members, volunteers, and spectators;
 - ii. ensuring relevant personnel complete any required education or training; and
 - iii. cooperating with monitoring, reporting, and compliance processes, including taking corrective action where directed by Capital Football.
- i) fielding a Team to participate in all Matches in accordance with the Competition Schedule, including any rescheduled Matches;
- j) not participating in any match other than a Match (including any trial or exhibition match) without Capital Football's prior written consent;
- k) conducting all Matches in accordance with the Venue Standards, once developed;
- l) acting reasonably and in good faith at all times in exercising its rights under this Policy and while participating in the Competition more generally;
- m) using 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. 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
 - iv. without limiting clauses 3.1(l)(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, other than through formal grievance or appeals processes;
- n) using reasonable endeavours to provide a safe, inclusive and respectful environment for all participants in Capital Football competitions and activities, consistent with applicable FA and Capital Football policies.
- o) adopting, implementing and enforcing the FA National Integrity Framework, as amended from time to time, including all associated policies, codes and procedures; including:
 - i. ensuring that all Players, Officials, Team Officials, volunteers and any other persons engaged, authorised or sanctioned by the Club comply with the FA National Integrity Framework and any applicable integrity, safeguarding or member protection policies;
 - ii. promptly notifying Capital Football of any actual or alleged breach of the FA National Integrity Framework, or any matter that is reasonably likely to give rise to an integrity, safeguarding or disciplinary investigation;
 - iii. cooperating fully and in good faith with Capital Football, FA and any other authorised body in the investigation, management or resolution of any integrity, safeguarding or disciplinary matter; and
 - iv. not do, or omit to do, anything that would place Capital Football in breach of its obligations to FA.

- p) promptly advising 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;
- q) obtaining and maintaining all rights, consents and authorisations necessary to participate in the Competition and to comply with this Policy;
- r) appointing appropriately qualified individuals to fill each of the Key Personnel roles, and ensure that its Key Personnel:
 - i. are appropriately qualified, competent and capable to perform their respective roles;
 - ii. complete any governance, integrity or compliance education reasonably required by Capital Football from time to time;
 - iii. meet any applicable fit and proper person requirements, including Working With Vulnerable People or equivalent legislative requirements; and
 - iv. promptly notify Capital Football of any matter that may reasonably affect the suitability, eligibility or capacity of any Key Personnel to perform their role.
- s) ensuring that the Club members, as defined in the constitution, reflects broad representation, including but not limited to Players, Club Officials, Team Officials, and volunteers;
- t) outside of formal grievance or appeals processes, not communicating directly with FA, unless otherwise directed or approved by Capital Football in writing;
- u) only participating in competitions (including in-house competitions), programs and courses approved and sanctioned by Capital Football;
- v) completing and submitting the prescribed Capital Football Club Affiliation Form by the date set in Schedule 1;
- w) ensuring that players compete in competitions conducted by Capital Football in accordance with the Laws of the Game (LOTG); and
- x) 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

To be accepted as an Affiliated Club, a Club must also comply with any Special Conditions prescribed by Capital Football for affiliation. The Special Conditions will prevail if there is any inconsistency with any other provision of this Agreement.

3.3. Payment

The Club must pay to Capital Football on or before 28 February each year during the Term an annual Affiliation Fee as determined by Capital Football from time to time and published by Circular.

3.4. Grievances

If the Club requires resolution of a Grievance, it must do so in accordance with FA's Member Protection Framework and Statutes.

4. AFFILIATION

4.1. Club Affiliation

- a) The Term of Club Affiliation is set out in Schedule 1.
- b) Unless otherwise determined by Capital Football, the annual Affiliation Fee payable by each Club will be calculated on the number of total members registered with each Club in the previous year and will be published each year by a Circular from Capital Football.
- c) Each Affiliated Club shall complete and submit the prescribed Capital Football Club Affiliation Application Form and provide copies of all documentation requested.
- d) All Affiliated Clubs must, on request, provide a complete record of participation data for non-member participation activities on request. For clarity, this means declaring all programs, events and competitions delivered or facilitated by the Club (product data) and the participation data collected through these program offerings (customer data).
- e) To be eligible for affiliation, a Club must not have any outstanding invoices owing to Capital Football that are more than sixty (60) days overdue as at the date of assessment of the affiliation application.
- f) A Club's continued affiliation is conditional upon ongoing compliance with its financial obligations under this Policy.
- g) A Club which establishes, supports or allows another domestic based football competition which is not affiliated with, or sanctioned by, Capital Football, may have its affiliation application refused or, if affiliated, may have its affiliation suspended or terminated.
- h) Capital Football may apply the requirements of this Policy proportionately, having regard to the size, risk profile, competition level and licensing status of the Club, provided that such proportional application does not derogate from Capital Football's obligations to FA or applicable law.

4.2. Registration of Club Members

- a) Every affiliated Club must ensure every individual member (regardless of age) of that club is registered with Capital Football via the designated national football membership database. Valid, accurate and complete data must always be entered and maintained, for every individual member, including players and non-players, into the designated membership database system.
- b) Affiliated Clubs must ensure each individual member is registered for the year into the designated National Football Membership Database to have 12 month or seasonal access to Capital Football competitions and services, prior to participating in football activities. Participant insurance cover is only active with a valid Capital Football registration.
- c) If a member is not registered in the designated National Football Membership Database in line with this policy, the individual will be deemed not to be a registered member of Capital Football and will not be given access to Capital Football competitions and services nor covered by the Personal Injury Insurance. The individual will not be able to make an injury claim against the Personal Injury Insurance.
- d) A registered individual member who has participated in any Club training, non-competitive or competitive football matches or football activities that falls within a Club and/or Capital Football's

jurisdiction, is not entitled to a refund of the governing body fees as charged to the Club.

- e) Once a member registration has been entered in the designated national football membership database, requests for membership de-registration and/or refund request must be in line with the Capital Football Refund Policy.

4.3. Trialling Members

- a) For the purpose of encouraging new participants to football and embracing introductory football programs, Capital Football defines a **trailing member** as a person who participates in any of the following Capital Football sanctioned events:
 - i. Come and Try Days;
 - ii. Capital Football Clinics;
 - iii. Gala Days;
 - iv. School Holiday Programs;
 - v. Inclusion Programs, including culturally specific events; or
 - vi. Any other event as determined by Capital Football.
- b) During such Capital Football sanctioned events, event organisers are responsible for notifying participants that they are trialling members for the purposes of the event.
- c) Trialing members will be covered for Personal Injury Insurance under the Capital Football Insurance Policy, for the duration of the sanctioned event they are participating in, provided details have been captured to include as a minimum: date of event, event venue, Club delivering event, participant's full name, date of birth, address, email and phone number.
- d) The Club will capture and record the details of all trialling members to ensure accurate data for any claims that may occur as a result of the activities undertaken.

5. COMMERCIAL RIGHTS

5.1. Commercial Rights

- a) 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) The Club must 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) The Club must not exploit any Commercial Right itself and must not grant to any person the rights referred to in clause 5.1 a);
- d) For the avoidance of doubt, any rights not expressly granted to the Club under clause 5.2 are retained by Capital Football;
- e) The Club must use best efforts to prevent ambush marketing of the Competition Partners and immediately notify Capital Football of any incidents of ambush marketing; and
- f) Subject to clause 5.1 (e), the Club may brand its Team playing kit in accordance with Competition Regulations.

5.2. Club Commercial Rights

- a) Capital Football acknowledges that, subject to the Commercial Rights and the terms of this Policy, all rights associated with Matches hosted by the Club at the Venue under this Policy are owned by the Club, including match day revenue sources such as ticketing, signage, catering, hospitality, and car parking.
- b) The Club may appoint its own sponsors during the Term provided that, unless otherwise agreed by Capital Football, such sponsors do not conflict with or compromise Capital Football's ability to comply with its constitutional obligations and adherence to any and all regulations of FA.

5.3. Partners' Rights

Capital Football has granted, or will grant, the Partners' Rights. The Club must 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) Capital Football has exclusive control over:
 - i. the marketing and promotion of Competitions throughout the region;
 - ii. controlling media accreditation to all Matches, including processing applications and issuing accreditation terms;
 - iii. handling all media enquiries that relate to Capital Football, the Competition and football in the ACT and surrounding region; and
 - iv. the development and/or maintenance of the Competition website and social media.
- b) The Club will:
 - i. handle all media enquiries that relate to the Club specifically and co-operate with the media, in particular the local media, to promote Matches; and
 - ii. produce regular and accurate, up to date content for display on the Competition website and in other communications as required.
- c) Capital Football will actively work with Affiliated Clubs in relation to the marketing and promotion of the Competition and will, where appropriate, use reasonable endeavours to assist the Club with the marketing and promotion of the Club and Matches.

6.2. Privacy

Affiliated Clubs must:

- a) comply with all Privacy Laws in relation to the collection, use, storage and disclosure of personal information;
- b) take reasonable steps to protect personal information from misuse, interference, loss, unauthorised access, modification or disclosure;
- c) ensure that personal information collected in connection with participation in Capital Football activities is handled only for authorised and lawful purposes; and
- d) promptly notify Capital Football of any actual or suspected data breach, cyber security incident or unauthorised access to personal information that relates to Capital Football competitions, programs or systems.

7. INTELLECTUAL PROPERTY

- a) It is a condition of affiliation that Affiliated Clubs will:
 - i. grant 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. 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. ensure that Club sponsors do not use Competition Property without the prior written consent of Capital Football.
- b) It is a condition of affiliation that Affiliated Clubs acknowledge that all:
 - i. 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 this Policy, 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. goodwill and reputation arising from use of the Competition Property by the Club whether before, on or after the date of this Policy, has ensured and will ensure to the benefit of Capital Football and its licensors.
- c) It is a condition of affiliation that Affiliated Clubs 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 6 c) ii., 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.
- d) Capital Football grants the Club a non-transferable, non-exclusive royalty free licence to use and reproduce the Match Statistics during the Term for internal or non-commercial purposes.
- e) Capital Football will develop Brand Guidelines detailing rules and procedures for the use of Competition Property, Club Property and use of Images. The Club will comply, must ensure that all Players and Officials comply, with the Brand Guidelines.

8. CLUB WARRANTIES

8.1. Club Warranties

It is a condition of affiliation that affiliated Clubs represent and warrant 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, this Policy and the capacity and expertise to do so;
- c) it has all the rights and consents necessary to grant the license to Capital Football under clause 7(a)(i);
- 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 this Policy and to carry out the obligations contemplated by this Policy; 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 this Policy.

8.2. Change of Circumstance

If there is any change of circumstances in relation to the representations and warranties provided by the Club in clause 8.1, the Club must notify Capital Football as soon as practicable, and in any event within seven (7) business days after it becomes aware of the occurrence of such change in circumstances.

9. INDEMNITY

9.1. Indemnity

It is a condition of affiliation that Affiliated Clubs agree to indemnify Capital Football and FA and keep Capital Football and FA indemnified (including their respective 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 this Policy, including any loss or damage:

- a) damage sustained as a result of any breach of this Policy by the Club;
- b) to any property or injury to, or death of, any person caused by the negligent act or omission or willful 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

It is a condition of affiliation that Affiliated Clubs must:

- 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

It is a condition of affiliation that Affiliated Clubs must:

- a) observe and maintain proper standards and methods of accounting and keep such books of account and records and operate such finance and accounting systems as required by law; and
- b) 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

Affiliated Clubs shall:

- 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

At all times that a Club is an Affiliated Club, and for 6 months after any cessation of affiliation, Capital Football or its authorised representatives, by giving notice to the Club (by phone, mail or email), may do any of the following:

- a) examine and copy Financial Accounts and records of the Club;
- b) conduct an audit of the above records and the Club; and
- c) ascertain the Club's compliance with its affiliation obligations.

10.3.Overdue payments

Without prejudice to any other rights Capital Football may have under this Policy, and in addition to any eligibility requirements for affiliation, if any amount payable by the Club to Capital Football under this Policy 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, suspension from competitions, dis-affiliation and any other remedies available under this Policy or the Competition Regulations.

10.4.Right to Set-Off

Capital Football is entitled to set off all amounts payable by Capital Football to the Club against the amounts payable by the Club to Capital Football.

SCHEDULE 1

General Details

| | |
|--|---|
| Term | A period of up to one year, from the date of affiliation approval (by Capital Football) to 31 December in that calendar year |
| Date Club Affiliation Form due for submission (to Capital Football) | 28 February |
| Capital Football Postal Address | Capital Football PO Box 50 Curtin ACT 2605 |
| Capital Football Email Address | info@capitalfootball.com.au |
| Club Address Postal and Email Address | As per contact details supplied online in the Capital Football Affiliation Agreement Form |
| Additional Documents | <ul style="list-style-type: none">• Capital Football Dispute and Disciplinary Regulations• Capital Football Refund Policy• Capital Football Competition Regulations |

SCHEDULE 2

Club Affiliation Checklist

The checklist below will assist you in preparing the information required to fill out and submit your Club's online form to be affiliated with Capital Football.

Club Information

- Legal entity status (incorporated, non incorporated, company limited by guarantee, other)
- ABN and Incorporated Association Number, if applicable
- Postal address
- High resolution file of Club logo
 - All of the logos we have on file are outdated and poor quality.
- Website details
- Social media details
- Details of President, Club Administrator and MPIO (Name, Mobile, Email)
- Date of last Annual General Meeting held
- Copy of your most recent audited year-end Financial Accounts, and Club Constitution. If this has been provided through NPL Licensing process, then you will be able to provide permission for Capital Football to access these.
 - Capital Football will use these to develop a more detailed understanding of the "football economy", along with the major revenue and expense drivers for Clubs.

With all this information on hand the online Club Affiliation Form should take approximately 20 mins to complete and submit.