

SOUTH AUSTRALIAN NATIONAL FOOTBALL LEAGUE INC
SANFL COMMUNITY AFFILIATION AGREEMENT

The Click here to enter text. ("the Affiliated League") makes application for affiliation with the **South Australian National Football League Inc ('the SANFL')** for the period commencing on 1 November 2016 and ending 31 October 2018. If SANFL accept this application for affiliation then upon such acceptance the following agreements acknowledgements and conditions will form the terms and conditions of affiliation:

In consideration of the SANFL administering and providing for the management, development and promotion of Australian Football in South Australia and in consideration of the benefits derived by the Affiliated League from the programs undertaken by the SANFL for the benefit of Australian Football in South Australia the SANFL **HEREBY GRANTS** to the Affiliated League the right of affiliation on the following terms and conditions.

Terms and Conditions

1. The Affiliated League will at all times comply with and observe and procure and ensure that each of its officers, servants, agents and every Club which is a member of or which is affiliated with the Affiliated League ('its Clubs') and every officer, official, servant and agent of its Clubs, will in all respects comply with and observe:
 - 1.1 the Laws of Australian Football;
 - 1.2 the Constitution, Rules and Regulations of the SANFL to the extent that they are applicable;
 - 1.3 the Interstate Player Transfer Regulations published by the Australian Football League Ltd ('the AFL') from time to time;
 - 1.4 any decision or determination of the bodies known as the AFL Commission, the SANFL Commission, and any decision or determination of any Tribunal Commission or Committee of the SANFL made before or after the date of this Agreement in relation to any matter which relates to the subject matter of this agreement, or which relates to any of its Clubs, or to any officer official servant or agent of such Club.
2. The Affiliated League acknowledges and agrees that a copy of the Constitution Community Football Charter and Regulations for community football have been made available to the Affiliated League and that they are reasonable for the purpose of protecting and promoting the game of Australian Football and that the restrictions contained therein are no more than are necessary to serve and protect the legitimate interests of the SANFL.
3. The Affiliated League:
 - 3.1 is and will remain a properly constituted body with a Constitution approved by the SANFL;
 - 3.2 has had its current Constitution approved by the SANFL;

- 3.3 will submit any alteration to its Constitution to the SANFL for approval before coming into force;
- 3.4 will submit to the SANFL:-
 - 3.4.1 by the 31 December following the expiration of this Agreement, a written application for renewal of its affiliation with the SANFL;
 - 3.4.2 by 31 December in each year an annual affiliation fee of such amount as the SANFL determines from time to time;
 - 3.4.3 by 5 March in each year, a list of names and addresses of the officers of the Affiliated League;
 - 3.4.4 by 31 March in each year submit a list of the Clubs comprising the Affiliated League together with a list of the names and addresses of the president and secretary of each Club of the Affiliated League;
 - 3.4.5 if requested by the SANFL, copies of current and historical annual accounts and financial statements (including details of payments made to players and coaches) for the Affiliated League or any of its Clubs, which accounts and financial statements must be prepared, and if relevant audited, in accordance with Australian Accounting Standards;
- 3.5 will use its best endeavours to ensure that the game of Australian Football is conducted in a proper and efficient manner;
- 3.6 will not act in any way calculated to or which can otherwise have the effect of bringing the game of Australian Football, the SANFL or the SANFL into disrepute;
- 3.7 agrees to:-
 - 3.7.1 engage umpires appointed by a panel approved by the Affiliated League and the SANFL ;
 - 3.7.2 ensure that its Clubs take out and maintain policies of insurance through the AFL National Insurance Program, including tragedy benefits insurance to a level as determined by the SANFL from time to time, such insurance cover to be arranged by SANFL;
- 3.8 agrees that the relationship between the Affiliated League and the SANFL is not and must not be construed or be deemed to be that of a partner, agent or trustee and that the Affiliated League will not bind or purport to bind the SANFL in any way nor pledge or purport to pledge the credit of the SANFL;
- 3.9 will ensure that it and its Clubs:-
 - 3.9.1 abide by the SANFL's Policies, practices, procedures, determinations and resolutions and with all statutory Rules and Regulations enacted in respect of the safe conduct of the playing of sport and will not act in any manner inconsistent with any practice, policy, procedure, determination, resolution, statutory

obligation or contractual rights or obligations entered into by SANFL and to act at all times in the best interests of developing the game of Australian Rules Football;

- 3.9.2 pay all fees (as determined by the SANFL) when due and payable to SANFL;
 - 3.9.3 adhere to and participate in all preferred supply agreements in existence from time to time, a list of which preferred suppliers will be made available at the commencement of each season or as and when arrangements are entered into with preferred suppliers;
 - 3.9.4 give permission for photographs and videos to be used by the SANFL in any form SANFL sees fit. Photographs and videos will be displayed on the SANFL websites, used in newsletters/publications and any other media format and with such photographs and videos to be filed at the SANFL Offices.
- 3.10 acknowledges and recognises the SANFL as the overall controlling League for all bodies which affiliate with SANFL.
- 3.11 agrees that this agreement may be terminated and the affiliation of the Affiliated League will be terminated immediately:-
- 3.11.1 if it contravenes or fails to observe or perform any of the terms and conditions of its affiliation including without limitation the terms and conditions of this agreement, and the payment of any affiliation fee or any call or levy when due;
 - 3.11.2 if a Meeting of the SA Football Commission determines that the Affiliated League has been guilty of conduct prejudicial to the interests of football.

AND the SANFL agrees with the Affiliated League and in consideration of the foregoing that it will act in good faith and administer its Rules and Regulations fairly and that it will from time to time amend same and make any new Rules or Regulations as it may consider appropriate to better regulate the conduct of Affiliated Leagues and the game of Australian Football conducted by those Affiliated Leagues.

SIGNED as an agreement on the 31 October 2016

SIGNED FOR AND ON BEHALF OF

The Click here to enter text.

BY ITS SECRETARY/PRESIDENT/FOOTBALL OPERATIONS MANAGER
WITH THE AUTHORITY OF THE AFFILIATED LEAGUE

.....
Secretary/President

Matthew Cook
Name

ACCEPTED

SIGNED FOR AND ON BEHALF OF THE SANFL

BY THE SANFL COMMUNITY FOOTBALL MANAGER

WITH THE AUTHORITY OF THE SANFL

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SANFL Community Football - Manager

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