



# Weston Molonglo Football Club Incorporated

## Contract Terms and Conditions for Coaches with the club required to hold Football Australia Licences

### 1. DEFINITIONS AND INTERPRETATIONS

#### 1.1. In this Contract:

**Competition** means the competition as specified in Item 1.2 of the Specification (including any pre-season or finals series) or any other competition, tournament, or cup in which the Club participates during the Term.

**Competition Administrator** means the entity responsible for the conduct of the Competition, as specified in Item 1.3 of the Specification.

**Competition Regulations** means the regulations of the Competition promulgated by the Competition Administrator from time to time that are consistent with the National Registration Regulations.

**FFA** means Football Federation Australia Limited ABN 28 106 478 068, which is the Australian member of FIFA and responsible for the administration and promotion of football throughout Australia.

**FFA Statutes** means FFA's constitution and by-laws, and the rules and regulations promulgated by FFA from time to time, including the National Registration Regulations, Code of Conduct, National Disciplinary Regulations and Grievance Resolution Regulations (current versions of which can be obtained on [www.footballaustralia.com.au](http://www.footballaustralia.com.au) or on request).

**Football Administrators** mean the FFA, Member Federation, Competition Administrator, and the Club.

**Grievance** means a dispute arising out of or in relation to this Contract, including a dispute about the breach, termination, enforcement, or subject matter of the FFA Statutes and the Competition Rules.

**Intermediary** means any natural or legal person who, for a fee or free of charge, is engaged by the Club and/or Player in respect of negotiating, varying, extending, or renewing this Contract.

**Match** means any match participated in by the Club which has been staged, sanctioned by or played under the auspices of a Member Federation or a Competition Administrator.

**Member Federation** means the member of FFA to which the Club falls under the jurisdiction of, as specified in Item 1.4 of the Specification.

**National Anti-Doping Policy** means the national anti-doping policy of FFA relating to anti-doping rule violations and related matters as issued and varied by FFA from time to time.

**Partners** mean any entity that has a partnership agreement with a Football Administrator that relates to the Competition, including the Club's sponsors as specified in Item 1.7 of the Specification.

**Regulations on Working With Intermediaries** means the Regulations on Working With Intermediaries as promulgated by FFA from time to time (current version of which can be obtained on [www.footballaustralia.com.au](http://www.footballaustralia.com.au) or on request).

**Term** means the term of this Contract being the period specified in Item 1.6 of the Specification.

#### 1.2. In this Contract

- (a) terms that are used but not defined have the meaning given to them in the National Registration Regulations;
- (b) any use of the verb 'includes', or of words such as 'for example' or 'such as', do not limit anything else that is included in general speech; and
- (c) all notices must be in English, in writing and addressed to the parties at the address specified in the Specification or as otherwise notified.

1.3. If there is any inconsistency between a term of this Contract and a term of the Competition Rules, the term of this Contract prevails to the extent of the inconsistency.

## **2. SCOPE OF CONTRACT AND MUTUAL OBLIGATIONS**

The Club and you agree:

- (a) to comply with FFA Statutes, including:
  - (i) National Registration Regulations;
  - (ii) National Code of Conduct; and
  - (iii) National Disciplinary Regulations;
- (b) to comply with the Competition Regulations;
- (c) to submit exclusively to the jurisdiction of the Grievance Resolution Regulations and to not attempt to resolve any Grievance in a court of law; and
- (d) to comply with any special conditions specified in the Specification.

## **3. CLUB GENERAL OBLIGATIONS**

The Club must:

- (a) pay you the Payments in accordance with the Specification
- (b) make deductions from your Payments only if authorised by you in writing or by operation of law.

## **4. COACH GENERAL OBLIGATIONS**

4.1. You must

- (a) register as a coach with the club on the National Registration system ([playfootball.com.au](http://playfootball.com.au))
  - (b) perform duties as specified in the specification
  - (c) coach football exclusively for the Club (subject to the National Registration Regulations);
  - (d) coach football in the Matches in which you are selected at the dates, times and venues nominated by the Club;
  - (e) coach all Matches to the best of your ability and skill and in accordance with the Laws of the Game;
  - (f) wear apparel as provided by the Club when performing your obligations under this Contract;
  - (g) punctually attend all Matches and official training sessions and functions; and
  - (h) comply with all reasonable directions of the Club in relation to transport and dress when making any public appearance for the Club.
- (a) comply with all reasonable expectations of the Club in relation to exemplary behaviour when making any public appearance for the Club. This includes leading by example at training and at matches, displaying a courteous and respectful manner to all relevant people.

4.2. You must not enter into any contract during the Term that would affect your ability to perform your obligations under this Contract.

4.3. You agree not to bring any claim or proceeding against any Football Administrator for any damage, loss, injury or liability you may suffer while participating in football, including coaching a Match or with a Representative Team. Except for liability that by law cannot be excluded, the Football Administrators exclude all liability to you in tort (including negligence), contract or bailment for acts or omissions of the Football Administrators and their employees, agents and contractors.

## **5. INJURY AND FITNESS**

5.1. The Club must provide a coaching and travelling environment that is free of any unreasonable risk to your health and safety.

5.2. The Member Federation must provide you with insurance to cover any injury sustained while participating in football activities for the Club in the scope and coverage as prescribed by that Member Federation. A copy of the insurance policy must be provided by the Member Federation on request, including applicable benefits (such as death and capital benefits, loss of income and non-medicare medical expenses), exclusions, maximum benefits and deductibles.

5.3. You must make full, complete and ongoing disclosure to the Club of any physical condition you are aware of, or any injury or illness you may suffer, that might impair the performance of your obligations under this Contract;

5.4. Football Administrators strongly recommend you maintain private hospital and medical benefits to cover those items not covered by the Competition Administrator's injury insurance.

## **6. MARKETING AND PROMOTION**

6.1. You must:

- (a) grant Football Administrators the non-exclusive right to use your name or image in any medium for football marketing and promotional activities;
- (b) respond to any request by the Club to participate in a promotional or game development activity, including personal appearances for sponsors or coaching clinics (provided you are able to attend); and
- (c) co-operate with the Club, the media (in particular the holders of any broadcast rights), sponsors or any other person reasonably required in relation to any promotional activity.

6.2. You must not:

- (a) participate in any personal promotional activities if the products or business of that personal sponsor are in competition with the products or business of a Partner;
- (b) use any FFA or Club intellectual property rights, in particular any names, logos or playing apparel (other than in accordance with this Contract); and
- (c) engage in any marketing or promotional activities that may bring a Football Administrator or the game of football into disrepute.

6.3. You are not obliged to participate in promotional activities if you (acting reasonably and in a bona fide manner) have:

- (a) a moral or religious objection to any use that may be made of your image and have declared that objection; or
- (b) work, education or personal commitments.

## **7. TERM, BREACH AND TERMINATION**

7.1 This Contract starts on the date it is signed by you and continues for the Term unless it is terminated earlier in accordance with this clause 7.

7.2 If a party thinks the other party may be in breach of this Contract, that party may initiate a Grievance in accordance with the Capital Football Grievance Resolution Regulations.

7.3 You may terminate this Contract by giving written notice to the Club if the Club:

- (a) is in breach of any term of this Contract and fails to remedy that breach within 14 days after receiving written notice requiring it to do so; or
- (b) suffers an insolvency event, including ceases to be able to pay its debts as they become due or enters any arrangement with its creditors.

7.4 The Club may terminate this Contract by giving written notice to you only if you:

- (a) are in breach of a material term of this Contract and fail to remedy that breach within 14 days after receiving written notice requiring you to do so;
- (b) are found to be guilty of proven serious misconduct or otherwise in accordance with the FFA Statutes (including the Code of Conduct); or
- (c) consent in writing to that termination.

7.5 The Club must promptly provide FFA and the Competition Administrator with a copy of any notice sent or received under this clause 7.

7.6 If a party disputes a notice of termination received in accordance with clause 7.3 or 7.4, that party may within 7 business days of receipt of that notice refer the purported termination to the Member Federation and this Contract will not be terminated until the Grievance Resolution Regulations have been exhausted or terminated.

7.7 Clause 2(d), 4.3 and 6.2(b) and each other clause required to make these clauses effective continue to bind the parties after termination or expiration of this Contract for any reason.

## **8. GENERAL**

8.1 This Contract

- (a) is governed by the law applicable in the Australian Capital Territory;
- (b) is the entire agreement between the parties as to its subject matter;
- (c) in relation to that subject matter, supersedes any prior understanding, representation or agreement between the parties, including any offers or letters of intent from the Club;
- (d) or any right under this Contract, may not be assigned by the Club or you; and
- (e) may be varied only by a document signed by both parties.

8.2 The failure by any party at any time to enforce any of its powers, remedies or rights under this Contract will not constitute a waiver of, or affect that party's rights to enforce, those powers, remedies, or rights at any time.