

**Form 1**

# **RUGBY LEAGUE PLAYING CONTRACT**

**Club:**

**Player:**

**Season: -**

(Player is required to sign page 22 and initial pages 2, 20 and 21,  
All references to Group or Region Number and Dates must be  
completed. **Please read carefully**)

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**RUGBY LEAGUE PLAYING CONTRACT**

**AGREEMENT** date

**BETWEEN** \_\_\_\_\_ (**'Club'**)

**AND** \_\_\_\_\_ (**'Player'**)

**RECITALS**

The Club and the Player wish to contract with each other on the terms and conditions set out in this agreement (**'the Agreement'**).

**IT IS AGREED** as follows:

**SECTION 1: RELATIONSHIP OF THE PARTIES**

**1.1 Employer/Employee Relationship**

The relationship between the Player and the Club, as evidenced by this Agreement, is one of employee and employer, for the purposes of participating in the Group\_\_ Competition, any Representative Match, if so selected, and any Related Competitions.

**SECTION 2: EMPLOYMENT TERM**

**2.1 Term**

Subject to eier termination under this Agreement, this Agreement will commence on \_\_\_\_\_ (**'the Commencement Date'**) and will terminate on \_\_\_\_\_ (**'the Expiry Date'**).

**SECTION 3: OBLIGATIONS OF THE PLAYER**

**3.1 General Obligations**

The Player agrees to:

- (a) whenever and wherever reasonably required, and to the best of his ability and skill, play the Game for the Club in the Group\_\_ Competition, in such team and grade as the Club shall from time to time specify, Representative Matches and matches in any Related Competitions;
- (b) report promptly for, and participate fully in, all pre-season and post-season matches and all training sessions conducted by or participated in by the Club, for the purpose of participating in the Group 9 Competition, and in Representative Matches and any Related Competitions;
- (c) play the Game in a sportsmanlike manner and in accordance with the Laws of the Game and the Group\_\_ Code of Conduct;

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- (d) obey all reasonable directions of the Club relating to training for and playing the Game;
- (e) not commit any illegal Drug Related Offence;
- (f) join and remain a member of the \_\_\_\_\_ Club throughout the Employment Term;
- (g) be bound by, and comply with, the provisions of the constitution and rules of the Club
- (h) wear Club/Team Apparel at training, Group\_\_\_ Competition matches, Representative Matches, matches in the Related Competitions and in all public appearances as a player whenever possible;
- (i) participate in all activities reasonably required by the Club or the Group for the promotion of the Club, the Team, the Game, the Group\_\_\_ Competition, Representative Matches and any Related Competitions and, in particular:
  - (i) punctually attend public functions organised or supported by the Club or the Group;
  - (ii) punctually attend appointments arranged by the Club or the Group to make appearances in public or on radio or television; and
  - (iii) wear such Apparel as the Club or the Group requires during such attendances PROVIDED THAT any such participation under this Clause shall not interfere with the usual occupation of the Player;
- (j) at all times, act in the best interests of the Club and the Group;
- (k) submit to the jurisdiction of, and comply with the decisions and determinations of, the Group, the Group\_\_\_ Board, the Chief Executive Officer of the Club, the Group\_\_\_ Judiciary, the CRL Appeals Committee, and any other body with authority to make decisions or determinations in relation to the Game, the Rules, the Group\_\_\_ Competition, Representative Matches or any Related Competitions (including, without limitation, the payment of any fines as and when required and compliance with any suspension from playing or from registration as a Player or other limitation);
- (l) immediately report any illness, accident or injury of any nature to the Player Welfare Officer and carry out any reasonable instruction given to him by the Club Trainer including the wearing or use of any protective equipment recommended by the Club Trainer;
- (m) the Club Trainer communicating to the coach, sports trainer or any other officials at the Club or to the Group details of any illness, accident or injury which may affect the player's fitness, safety, health or well being in training or playing the Game;

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- (n) save in an emergency situation, not undertake any medical treatment for injuries sustained whilst training or playing the Game for the Club without the prior consent of the Club, such consent not to be unreasonably withheld;
- (o) undertake all dental treatment with regard to injuries sustained whilst playing the Game or training for the Club in accordance with the directions of the dentist;
- (p) not play the Game with any person, team or organisation save for the Club or in a Representative Match or matches in the Related Competitions except with the prior written consent of the Club;
- (q) not, without the prior written consent of the Club, which the Player acknowledges will only be given with the consent of the Group, participate in any football match of any code other than matches referred to in **sub-Clause 3.1(s)**;
- (r) without limiting **sub-Clauses 3.1(s)** or **3.1(t)**, not participate in any sporting or leisure activities other than matches approved by the Club and the Group pursuant to **sub-Clause 3.1(t)** except where:
  - (i) the chances of injury are unlikely;
  - (ii) such will not otherwise limit his ability to perform his obligations under this Agreement;except with the prior written consent of the Club;
- (s) not to enter into any Non-Playing Agreement or Third Party Agreement without the prior written consent of the Club, which will not be unreasonably withheld;
- (t) the Club disclosing to the Group any financial information relating to him which the Group requests be provided to it.

**3.2 Publicity and Sponsorship**

- (a) Subject to **sub-Clauses 3.2(b)** and **3.2(c)**, the Player may make public appearances and contribute to press, television and radio provided that:
  - (i) the prior consent of the Club has been obtained, which consent must not be unreasonably withheld; and
  - (ii) such appearances and contributions do not conflict with the interests of, or bring into disrepute, the Group, the Club or the Game
- (b) The Player must use all reasonable endeavours to give to the Club reasonable notice of his intention to make appearances or contributions within the meaning of **sub-Clause 3.2(a)** to allow the Club to properly consider whether it ought grant consent under that Clause.

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- (c) Despite **sub-Clause 3.2(a)**, the Player must not comment publicly to or in the presence of a person that is known or ought to be known as a member of the media, or when it is known or ought to be known that the comment may be reported in the media, on:
- (i) the Game;
  - (ii) the Club or another Club;
  - (iii) the Group or the Group\_\_ Competition;
  - (iv) Representative Matches or any Related Competitions;
  - (v) the performance of a referee, touch judge or other match official;
  - (vi) any matter which is, or is likely to be, the subject of an inquiry by the Group or any committee or tribunal established by the Group;
  - (vii) any proceedings or decisions of the Group\_\_ Judiciary or any other tribunal established by the Group;

where to do so would be contrary to the best interests of the Game, the Club or another Club, the Group or the Group\_\_ Competition.

**SECTION 4: PAYMENT**

**4.1 Match Fees**

Subject to the provisions of this Agreement, the Club will pay to the Player, in respect of the matches played by the Player for the Club, the Match Fees calculated by reference to Schedule One to this Agreement (less deduction of all taxes and levies), and such fees shall be paid in arrears on or before the \_\_\_\_\_ in that season.

**4.2 Playing Fee**

Subject to the provisions of this Agreement, the Club will pay to the Player the Playing Fee calculated by reference to Schedule One to this Agreement (less deduction of all taxes and levies), and such fee shall be paid at such time as may be agreed between the Club and the Player and, if not agreed, shall be payable proportionately in advance at the commencement of each Season encompassed by the Employment Term.

**SECTION 5: TERMINATION DUE TO HEALTH RISK**

**5.1 Warranty**

The Player warrants that he is, and will throughout the Employment Term

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make every effort to be, and remain, fit to play the Game and is, and will remain, able to perform his obligations under this Agreement without exposing himself to a greater than usual risk to health or to a greater than usual risk of injury.

**5.2 Termination Due to Health Risk**

Where in the reasonable opinion of the Club Medical Officer, the Player would, by reason of a physical or medical condition, be exposed by playing the Game to a greater than usual risk to his health or to a greater than usual risk of injury, the Club may, at any time during the Employment Term, terminate this Agreement with immediate effect. If the Club does so, and provided that the Player is not otherwise in breach of this Agreement, the Club shall be obliged to pay to the Player:

- (a) a proportionate part of the Playing Fee that he would otherwise have received for the current Season, such proportion being calculated from the date on which the Player commenced training with the Club to the date upon which the Club terminated this Agreement pursuant to this Clause; and
- (b) any outstanding Match Fees owed by the Club to the Player for matches in which the Player participated.

**SECTION 6: TERMINATION DUE TO INCAPACITY**

**6.1 Termination Due to Incapacity**

Where prior to the commencement of the GROUP\_\_ Competition in any Season during the Employment Term, the Club Medical Officer forms the reasonable opinion that the Player is unfit to play the Game and that he will be likely to remain unfit to play the Game for a period of not less than six consecutive Rounds in the GROUP\_\_ Competition, the Club may terminate this Agreement with immediate effect.

**6.2 Payment on Termination**

Subject to **sub-Clauses 6.3** and **6.4**, if the Club terminates the Contract under **sub-Clause 6.1**, the Club shall be obliged to pay to the Player a proportion of the Playing Fee in accordance with the following:

- (a) if the Player has:
  - (i) failed to recover from an injury sustained during the preceding Season; and
  - (ii) not commenced training with the Club; and
  - (iii) not participated in any match for the Club, or in relation to which the Club has provided its consent prior to the commencement of

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the GROUP\_\_\_ Competition,

he shall receive an amount equal to one quarter of the Playing Fee that he would otherwise have received for the current Season and, if the Employment Term under this Agreement includes at least one further Season, one quarter of the Playing Fee that he would have received for one further Season;

(b) if the Player has:

- (i) commenced training with the Club; but
- (ii) not participated in any match for the Club, or in relation to which the Club has provided its consent prior to the commencement of the Group\_\_\_ Competition,

he shall receive an amount equal to one quarter of the Playing Fee that he would otherwise have received for the current Season and, if the Employment Term under this Agreement includes at least one further Season, one quarter of the Playing Fee that he would have received for one further Season;

(c) if the Player has:

- (i) commenced training with the Club; and
- (ii) participated in any match for the Club, or in relation to which the Club has provided its consent prior to the commencement of the GROUP\_\_\_ Competition;

he shall receive half of his Playing Fee for the current Season and, if the Employment Term under this Agreement includes one or more subsequent Seasons, one quarter of the Playing Fee for a maximum of two subsequent Seasons;

(d) if the Player has failed to recover from an illness or from an injury sustained other than in the course of playing or training for the Game, he shall receive no more than one quarter of the Playing Fee that he would otherwise have received for the current Season and, if the Employment Term under this Agreement includes at least one further Season, no more than one quarter of the Playing Fee that he would have received for one further Season.

**6.3** Despite **sub-Clause 6.2**, the Club shall not be obliged to make any payment to the Player if the Player is otherwise in breach of this Agreement.

**6.4** Despite **sub-Clause 6.2**, if the Player has failed to recover from an injury or is otherwise incapacitated as a result of any misconduct or unlawful or reckless conduct by the Player or by the Player taking part in activities which involve unnecessary danger:

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- (i) where such injury or incapacity occurs before the Player has commenced training with the Club or participated in any match for the Club, or in relation to which the Club has provided its consent prior to the commencement of the Group\_\_ Competition, the Club shall not be obliged to pay to the Player any part of the Playing Fee for the current Season or any subsequent Season included in the Employment Term;
- (ii) where such injury or incapacity occurs after the Player has taken part in training for the Club or participated in any match for the Club, or in relation to which the Club has provided its consent prior to the commencement of the Group\_\_ Competition, the Club shall be obliged to pay to the Player a proportion of the Playing Fee that he would otherwise have received for the current Season, such proportion being calculated from the date on which the Player commenced training with the Club to the date on which the Club terminates this Agreement pursuant to this Section.

**6.5 Payment by Other Club**

If the Player subsequently becomes entitled to payment of a playing fee from another club during the Season in which the Agreement is terminated pursuant to **Clause 6.1**, then that playing fee shall be offset against any amount payable by the Club pursuant to **Clause 6.1** for that Season and the Player shall not be entitled to any of the payments referred to in that Clause in respect of any subsequent Seasons.

**6.6 Death of the Player**

In the event of the death of the Player, the Club shall pay to his estate a proportionate part of the moneys that would otherwise have been payable to him pursuant to this Agreement had he remained alive, which proportion shall be calculated with reference to the date upon which the Player commenced training with the Club to the date of his death provided that, if the Player participated in any match for the Club in a Season covered by this Agreement, the Club shall pay to his estate the whole of the Playing Fee for that Season.

**SECTION 7: BEST EFFORT**

**7.1 Termination for Cause**

Where, in the reasonable opinion of the Club, the Player is either not playing the Game or training for playing the Game conscientiously and to the best of his ability and skill, and after the Club has given to the Player:

- (a) not less than 21 days' notice in writing that it intends to take action under this Clause; and
- (b) an opportunity for the Player to be heard by the Board regarding that

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intention;

the Club may terminate this Agreement upon expiry of the 21 days' notice and the Player shall only be entitled to receive payment for:

- (c) any outstanding Match Fees owed by the Club to the Player for matches in which the Player participated.
- (d) a proportionate part of the Playing Fee that he would otherwise have received for the current Season, such proportion being calculated from the date on which the Player commenced training with the Club to the date on which the Club gave notice under this Clause; and

**SECTION 8: TERMINATION FOR BREACH**

**8.1 Player's Obligations**

The Player shall throughout the Employment Term:

- (a) faithfully observe and comply in all respects with the terms of this Agreement; and
- (b) otherwise, not engage in misconduct or otherwise act in a manner inconsistent with the integrity of the Game, or contrary or prejudicial to the best interests, image or welfare of the Club, the Group or the Game during the Employment Term.

**8.2** Without limiting the generality of **sub-Clauses 8.1(a)** and **8.1(b)**, the Player must not:

- (a) accept any bribe;
- (b) fail to report any attempt to bribe him;
- (c) agree not to play on his merits;
- (d) fail to report any attempt to induce him to agree not to play on his merits;
- (e) not play  
on his merits;
- (f) fail to obey a reasonable direction of the Club relating to training for and/or playing the Game;
- (g) fail to obey a request by a referee, touch judge or ground manager to enter or leave the field;

or be directly or indirectly involved in any way, in gambling in relation to the

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Group\_\_\_ Competition, whether as to the performance of a Player or a Team, the outcome or course of a Match, the outcome or course of the Group\_\_\_ Competition or otherwise;

- (i) provide, or be involved directly or indirectly in the provision of, information that might assist another person to gamble in relation to the Group\_\_\_ Competition, whether such information concerns a Player, a Team, a Match, the course or outcome of a Match, the course or outcome of the GROUP\_\_\_ Competition or otherwise;
- (j) commit any Drug Related Offence;
- (k) refuse to undergo a test when required by the GROUP\_\_\_, or the Club to determine whether he has committed a Drug Related Offence;
- (l) engage in any other form of conduct that may be detrimental to, or bring into disrepute, the interests, welfare or image of the , the GROUP\_\_\_, the Club, the GROUP\_\_\_ Competition or the Game.

**8.3 Notice by the Club**

If the Club is of the opinion that the Player has acted in breach of **Clause 8.1** or **Clause 8.2** of this Agreement, it may, in respect of that conduct:

- (a) call upon the Player by notice in writing to appear at a hearing before the Board to show cause why the Club ought not take action against the Player pursuant to **Clause 8.5**; and
- (b) convene a hearing before the Board.

**8.4 Conduct of the Hearing**

When the Club proceeds pursuant to **Clause 8.3** to convene a hearing before the Board:

- (a) the Player shall be entitled to be represented by counsel, a solicitor or other representative; and
- (b) the Club may retain and use counsel or a solicitor to assist in the conduct of the hearing.

**8.5 Action by the Club**

Where at any hearing convened pursuant to **Clause 8.3**, the Board considers that the Player is in breach of **Clause 8.1** or **Clause 8.2** on the basis of the conduct the subject of the notice in writing pursuant to **sub-Clause 8.3(a)**, the Board may do any one of the following:

- (a) take no further action;
- (b) caution or reprimand the Player;

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- (c) fine the Player an amount not exceeding a sum equivalent to the Match Fees and Playing Fee that would otherwise be payable to the Player for one quarter of the Season in which the conduct, the subject of the notice in writing pursuant to **sub-Clause 8.3(a)**, occurred;
- (d) suspend the Player from playing for a period not exceeding Competition Rounds; or
- (e) terminate this Agreement with immediate effect.

**SECTION 9: RELEASE OF PLAYER**

**9.1** Notwithstanding any other provision of this Agreement, and whether the Club is otherwise entitled to terminate this Agreement pursuant to **Clauses 5.2, 6.1, 7.1** or **8.5** or otherwise, the Club may at any time release the Player from his obligations under this Agreement upon providing written notice to the Player to that effect, in which event:

- (a) the Club shall be liable to pay the Playing Fee (but not the Match Fees) that would otherwise be payable to the Player under this Agreement at the times when those moneys would have become due and payable throughout the Employment Term but for the termination of this Agreement; and
- (b) the Player is, upon the giving of the written notice, released from all of his obligations under this Agreement, which shall thereupon, save for the obligation of the Club pursuant to **Clause 9(a)**, come to an end.

**SECTION 10: FINES AND ADVANCES**

**10.1 Liability to the Club**

If the Club has made any advance to the Player during the Employment Term, or if the Player has become liable to pay any fine under this Agreement or has otherwise become indebted to the Club, then, subject to any agreement to the contrary, the money owed by the Player shall be payable without formal demand by the Club and may be deducted by the Club from any moneys that are otherwise payable to the Player under this Agreement.

**10.2 Liability to the GROUP**

If the Player during the Employment Term becomes liable to pay any fine to the GROUP\_\_\_, which liability has been notified by the GROUP\_\_\_ to the Club, the Player agrees that the Club may:

- (a) deduct the amount of that fine from any moneys payable by the Club to the Player; and
- (b) immediately remit that amount to the GROUP\_\_\_ in satisfaction of the

fine.

## **SECTION 11: DISPUTES**

### **11.1 General Reference to the GROUP\_\_ Appeals Committee**

If any dispute arises between the Club and the Player, either during the currency of this Agreement or after its expiration or termination, concerning any matter relating to the Agreement, that dispute may by agreement be referred by the Club and the Player to the CRL Appeals Committee for determination on such terms as agreed by them, in which event the dispute shall be determined in accordance with the provisions of the CRL Appeals Committee Procedural Rules

## **SECTION 12: INSURANCE**

### **12.1 Player Insurance**

The Player:

- (a) authorises the Club to pay on his behalf from the payments due to him under this Agreement the insurance premium to indemnify the Player under the New South Wales government sporting insurance scheme known as The Sporting Injuries Insurance Scheme and, if required, the premium for supplementary medical insurance to the extent determined by the Club;
- (b) acknowledges that he has been advised by the Club to seek independent expert advice on obtaining additional insurance, at his own cost, for his own benefit, in addition to:
  - (i) that available pursuant to the NSW Sporting Injuries Insurance Act 1978; and
  - (ii) any additional insurance recommended by and/or arranged by the Club, for the benefit of the Player.

## **SECTION 13: HEALTH FUND MEMBERSHIP**

### **13.1 Player Acknowledgement**

The Player acknowledges that, except as expressly set out in this Clause, his only right to compensation upon injury will arise under the NSW Sporting Injuries Insurance Act 1978 or any policy for insurance which he may have entered into on his own behalf, such insurance being incurred at his own cost, provided that nothing in this Clause shall limit or exclude any common law liability of the Player.

### **13.2 Player Warranty**

The Player warrants that he is a member of a recognised health fund

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approved by the Club and shall at all times during the Employment Term ensure by prompt payment of contributions, and by compliance with all other rules and regulations of the fund, that he is and will remain at all times eligible to receive in case of sickness, injury or other contingencies covered by such fund the maximum benefits offered by such fund available on payment of the highest contributions. The Club shall at no time be liable for such contributions and nor shall it be liable for any hospital, medical or related payments on the failure of the Player to comply with this Clause, provided however that the Club shall, in relation to injuries sustained during training or in playing the Game, reimburse the Player the difference (if any) between the amount of such payments and the amount received by the Player from his health fund.

**SECTION 14: SUSPENSION OF PLAYER**

**14.1 Deduction from Playing Fee**

In that the event that the Player is suspended by the Club, the GROUP\_\_\_, the GROUP\_\_\_ Board, the GROUP\_\_\_ Judiciary, the CRL Appeals Committee or any other person or body in relation to the GROUP\_\_\_ Competition or the Related Competitions with the authority to do so, the Club shall be entitled to deduct from the Playing Fee a sum equivalent to a one-eighteenth portion of the Playing Fee for each match for which the Player is suspended irrespective of whether the suspension was imposed prior to the Commencement Date of this Agreement.

**SECTION 15: INTENTIONAL ASSAULTS**

**15.1 Player Warranty**

The Player warrants that he will not intentionally strike another player in the head or attack another player in such circumstances as the striking or attack constitutes an intentional assault on that player.

**15.2 Player Indemnity**

The Player agrees that he will indemnify the Club against all damages, costs and expenses that may be incurred by the Club as a result of any breach by the Player of the warranty given in **Clause 15.1**.

**SECTION 16: NEGOTIATING WITH OTHER CLUBS**

**16.1 Negotiations**

During the Employment Term, the Player must not enter into any discussions, negotiations, contract, agreement, arrangement, understanding or option to play the Game for any other club without giving written instruction to the club including the details and remuneration.

**16.2 Deemed Negotiations**

For the purposes of **Clause 16.1**, if the manager, agent or representative of

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the Player enters into any discussions, negotiations, contract, agreement, arrangement, understanding or option to play the Game for any other club on behalf of the Player, then the Player shall be deemed to have authorised his manager, agent or representative to do so on his behalf.

**SECTION 17: PREVAILING AGREEMENT**

**17.1 This Agreement Prevails**

If the Player at any time, whether before or after this Agreement, is engaged by the Club to play in any Related Competition, the terms of this Agreement will prevail over the terms of any agreement with the Club relating to the Related Competition.

**SECTION 18: WARRANTIES, ACKNOWLEDGMENTS, INDEMNITY**

**18.1 Representations and Warranties**

The Player represents and warrants that, at the date of this Agreement:

- (a) he is able to perform his obligations under this Agreement;
- (b) in entering into this Agreement and in performing his obligations under this Agreement he will not be in breach of any obligations owed to any person or infringe any right of any person; and
- (c) he has disclosed, and will continue to disclose during the Employment Term, to the Club all Non-Playing Agreements or Third Party Agreements to which he is a party.

**18.2 Acknowledgments**

The Player acknowledges that:

- (a) the Club has provided to him unfettered access to, and a proper opportunity to take a copy at no cost to him of, the constitution and rules of the Club and the **GROUP\_\_ Rules**, including all Schedules and Guidelines to the **GROUP\_\_ Rules**;
- (b) he has had a reasonable opportunity to read the documents referred to in **sub-Clause 18.2(a)** and this Agreement before making and signing this Agreement;
- (c) the Club has advised him to seek, and given him sufficient time to seek, independent legal and financial advice about the documents referred to in **sub-Clause 18.2(a)** and this Agreement before making and signing this Agreement;
- (d) if he is to maintain his registration with the GROUP\_\_ as a Player, this Agreement if varied must at all times be varied in accordance with the provisions of the GROUP;

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- (e) the Club's liabilities in respect of his death or injury in performing his obligations under this Agreement are limited to those:
  - (i) which arise by operation of law; and
  - (ii) out of which the parties cannot contract;at the relevant time.

**18.3 Indemnity**

The Player shall indemnify the Club against any liability, loss, cost or expense that the Club may incur should any of the acknowledgments set forth in **Clause 18.2** be incorrect.

**SECTION 19: CONFIDENTIALITY**

**19.1 Terms to be Kept Confidential**

The terms of this Agreement are confidential and shall not be disclosed by either party to any person or entity other than the GROUP\_\_\_, its servants or agents, without the prior written consent of the other of them, except for the purpose of:

- (a) obtaining legal or financial advice; or
- (b) the performance or the enforcement of the performance of the several obligations expressed herein.

**SECTION 20. LEAVE ENTITLEMENTS**

**20.1 Player's Entitlements**

Subject to **Clause 20.2**, the Player is entitled to:

- (a) eight day's leave for sickness per annum provided any such sickness is certified by a duly qualified medical practitioner;
- (b) a maximum of three day's leave on the death of a spouse, parent or step-parent, child or step-child, grandparent, sibling, de-facto partner, in-law or member of his immediate household;
- (c) a maximum of five day's parental leave;

but in no case shall any such entitlement accrue from year to year.

For the avoidance of doubt, the Player is not entitled to be paid separately for any leave taken in accordance with this clause as the Playing Fees are inclusive of any entitlements to paid leave.

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**20.2 Club's Approval Necessary**

The Player is required in every case to first seek and obtain the approval of the Club to take any leave under **Clause 20.1** before becoming entitled to it.

**SECTION 21: CHANGED CIRCUMSTANCES**

**21.1 Player's Obligations if Circumstances Change**

This Agreement has been entered into by the Club on the basis that the payments specified in it are fully inclusive of all payments except payroll tax that the Club is required to pay to or on behalf of the Player under any legislation, award or other industrial instrument that is in force during the Employment Term. If the Club is required to make any additional payment to or on behalf of the Player as a result of any new or amended legislation, award or other industrial instrument coming into force after the date of this Agreement, the Club shall be entitled to terminate this Agreement if the Player does not, within 21 days of being requested in writing to do so, enter into a new agreement for the balance of the Employment Term upon financial terms that will ensure that the total payments by the Club for each season in respect of the Player does not exceed the amount of the payments stated in this Agreement.

**SECTION 22: REPRESENTATIVE MATCHES AND MATCHES PLAYED IN RELATED COMPETITIONS NOT CONDUCTED BY THE GROUP**

**22.1 Representative Matches**

If the Player is selected to participate in a team competing in a Representative Match or in a match in a Related Competition, he must comply with the governing rules and regulations of such body during participation in a match in such competition, and the Player submits to the jurisdiction of and must comply with any decision of any disciplinary body with usual authority to make such decisions in relation to that competition.

**22.2 Payment for Representative or Related Competition Matches**

In every case, the Club shall not be liable to pay the Player for participating in any match to which **Clause 22.1** refers.

**SECTION 23: REGISTRATION**

**23.1 Agreement subject to Registration**

The Player and the Club acknowledge, and hereby agree, that this Agreement is subject to and conditional upon the Player becoming registered as a Player in the GROUP\_\_ Competition, and further, the Player and the Club acknowledge, and hereby agree, that in the event that registration of the Player is refused by the GROUP\_\_ this Agreement will be of no force or effect.

**SECTION 24: NOTICES**

**24.1 Modes of Giving Notice**

All notices required by or permitted under this Agreement shall:

- (a) be in writing addressed to the address of the other party shown in this Agreement or to such other address as the recipient may have notified (in writing) to the sender;
- (b) be signed by the sender or an authorised agent or officer of the sender;
- (c) be deemed to be given or made:
  - (i) in the case of post, if posted within Australia to an Australian address, three Business Days after posting and, in any other case, eight Business Days after posting by airmail; and
  - (ii) in the case of facsimile, if the sender's facsimile machine produces a transmission report indicating that the facsimile was sent to the addressee's facsimile machine, the report will be rebuttable evidence that the facsimile was received by the addressee at the time indicated on that report.

**SECTION 25: WAIVERS**

**25.1 No Waiver**

No failure to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as a waiver, nor will any single or partial exercise of any right, power or remedy preclude any further exercise of that or any other right, power or remedy.

**SECTION 26: SEVERABILITY**

**26.1 Agreement to be Upheld Where Possible**

If it appears to any court that any restraint imposed or undertaken by this Agreement is invalid, or void, to any extent by, force of any statutory provision or by reason or partly by reason of being an unreasonable restraint of trade, the parties agree that such restraint shall be valid to such extent, if any, as the court thinks fit and shall otherwise be severable from the other terms of this Agreement with the intent that this Agreement shall be read and construed as operating to the fullest extent in all respects.

**SECTION 27: ENTIRE AGREEMENT**

**27.1 Entire Agreement**

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This Agreement contains all of the terms of the agreement between the Player and the Club.

**SECTION 28: GOVERNING LAW**

**28.1 Governing Law**

This Agreement shall be governed by the laws of the State of New South Wales and the parties submit to the exclusive jurisdiction of its courts.

**SECTION 29: DEFINITIONS AND INTERPRETATION**

**29.1 Definitions**

In this Agreement the following words have the following meanings unless the context otherwise requires:

**'Apparel'** - includes clothes, footwear, head wear, glasses, gloves, mouthguards, shoulder and other body pads and guards, bandages and other strapping, carry, medical and other kit bags, drink, food and other containers, towels, wraps and other covers or other similar accessories;

**'Board'** – means the board of directors of the Club;

**'Business Day'** – means any day other than a Saturday, Sunday or public holiday in the State of New South Wales, and where a time limit is set in this Agreement when performance is due on a day that is not a Business Day, the time for performance is the next Business Day;

**'Club'** – means \_\_\_\_\_ or any other club that may be appropriate in context with the text in which it appears.

**'Club Medical Officer'** – means the medical practitioner appointed or nominated by the Club as its medical officer or such other person as the Club may, from time to time, nominate;

**'Employment Term'** - means the term of this Agreement as provided in Section 2;

**'Game'** - means the game of rugby league football as organised, administered and approved by the GROUP\_\_\_;

**'Laws of the Game'** - means the International laws of the game of rugby league;

**'Leave Entitlements'** – means the Player's entitlements provided for in **Clause 20.1**;

**'Match Fees'** – has the meaning given to that expression in **Clause 4.1** calculated by reference to Schedule 1 to this Agreement;

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**'moneys'** – means the Match Fees referred to in **Clause 4.1** and the Playing Fee referred to in **Clause 4.2**;

**'Non-Playing Agreement'** – has the meaning given to that expression by the GROUP\_\_ Playing Contract and Remuneration Rules (Schedule \_\_ to the GROUP\_\_ Rules);

**'GROUP'** - means Group\_\_ Rugby League

**'GROUP\_\_'** - means Group\_\_ Rugby League

**'CRL Appeals Committee'** – means the body constituted by the *Country Rugby League Appeals Committee*

**'GROUP\_\_ Board'** – means the board of directors of the GROUP\_\_;

**'GROUP\_\_ Code of Conduct'** - means the *GROUP\_\_ Code of Conduct*

**'GROUP\_\_ Competition'** - means the rugby league competition arranged and administered by the GROUP\_\_;

**'GROUP\_\_ Judiciary'** – means the body constituted by the *GROUP\_\_ Judiciary*

**'GROUP\_\_ Rules'** - means the rules adopted from time to time by the GROUP\_\_ governing the GROUP\_\_ Competition and any Related Competitions approved by the GROUP\_\_;

**'party'** – means either the Club or the Player;

**'player'** - means a player of the Game;

**'Player Property'** - means the name, photograph, likeness, reputation and identity of the Player;

**'Player Registration Application'** – means a document in the terms of Group\_\_ and CRL registration

**'Playing Fee'** – has the meaning given to that expression in **Clause 4.2** calculated by reference to Schedule 1 to this Agreement;

**'Related Competitions'** - means matches conducted by, or with the authority of, the or its affiliated state leagues and any rugby league competition, other than the GROUP\_\_ Competition, approved by the GROUP\_\_;

**'Remuneration'** – has the meaning given to that term by the Club as payment

**'Representative Match'** means any game organised by Group\_\_, CRL and NSWRL:

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**Round'** – means a weekly round of matches in the GROUP\_\_ Competition;

**'Season'** - means the period of each annual GROUP\_\_ Competition commencing on \_\_\_\_\_ of one year and ending on \_\_\_\_\_ of the next year, or such other period as may be from time to time determined by the GROUP\_\_;

**'Team'** - means a team of players competing in the GROUP\_\_ Competition for the Club;

**'Team Apparel'** - means apparel approved by the Club or, for a Representative Match, Apparel approved by the GROUP\_\_ or other controlling body ;

## **29.2 Interpretation**

In this Agreement, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this Agreement;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a clause, paragraph or schedule is a reference to a clause or paragraph of or schedule to this Agreement and a reference to this Agreement includes any schedules;
- (e) a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (f) a reference to 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency;
- (g) a reference to a specific time for the performance of an obligation is a reference to that time in Sydney, Australia;
- (h) words and expressions importing natural persons include any individual, body corporate, unincorporated body, government, government department, agency and any municipal, local, statutory or other authority and any combination or association of individuals, bodies corporate, unincorporated bodies, governments, government departments, agencies and municipal, local, statutory or other authorities (in each case whether or not having a separate legal identity).

## **SECTION 30: SPECIAL CONDITIONS**

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**30.1 Player Responsibility:**

- (a) The player shall be required to adhere to the Group\_\_\_ Code of Conduct.
- (b) The Player shall be required to uphold the club's image by behaving in a respectable manner at all times.
- (c) This contract is subject to a favourable medical examination report from a doctor or physiotherapist of the club's choice
- (d) Any cash advances paid to the player shall be:  
Deducted from any match or playing fees earned or repaid directly to the club.

**30.2 Additional Benefits:**

<b>Bonuses</b>	-	<b>First Grade Best and Fairest</b>	<b>\$</b>
		<b>Group___ First Grade Representative</b>	<b>\$</b>
		<b>Region___ First Grade Representative</b>	<b>\$</b>
		<b>Country Representative (any grade)</b>	<b>\$</b>
		<b>Coach _____ Junior Team</b>	<b>\$</b>

**SCHEDULE 1**

**1. TOTAL MATCH FEES**

(a) Where the Player was a member (whether as a fresh interchange player or otherwise) of the Team in a Group 9 Competition match when play began and the team:

- (i) won the Game **\$**
- (ii) lost the Game **\$**
- (iii) drew the Game **\$**

**2. TOTAL PLAYING FEE**

where the player was a member of the First Grade team when play began  
the payments shall be:

**\$ \_\_\_\_\_ per game**

The Total Playing Fee and the Total Match Fees comprise the total Remuneration payable by the Club to, on behalf of or in respect of the

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Player for the performance of his obligations pursuant to this Agreement.

**EXECUTED** as an Agreement this

**SIGNED** for and on behalf of the Club  
by its duly authorised representative  
in the presence of

.....  
Signature of witness

.....  
Signature of authorised representative

.....  
Name of witness [print]

.....  
Name of authorised representative [print]

**SIGNED** by the Player  
in the presence of:

.....  
Signature of witness

.....  
Signature of player

.....  
Name of witness [print]

.....  
Name of player [print]