
NORTH TURRAMURRA FOOTBALL CLUB INCORPORATED
ABN 12 301 221 755



2014 NORTH TURRAMURRA FOOTBALL CLUB MEMBERSHIP AGREEMENT – ATHLETES

.....
(Name of Athlete)

.....
(D.O.B)

.....
(Previous Team/s)

.....
(Position)

Your selection to participate in the 2014 NSFA Games as a member of the 2014 North Turramurra Football Team is conditional on you entering into this Agreement and observing its terms.

You should carefully read this agreement so as to understand its terms and the consequences flowing from any breach of its terms.

This Agreement will only commence upon the later of the receipt of this Agreement signed by you and by the General Secretary of North Turramurra Football Club.

Retain one copy of the Agreement as a reference copy and return a signed copy to the NTFC, Secretary.

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1. Membership

I acknowledge that 2014 North Turramurra as oldest heritage club in NSFA league holds great values and to be part of the team is a privilege and that membership is subject to my compliance with the terms of this Agreement including the Athlete's Excellence Reminders suggested by the committee and the Coaching and Technical Directory Panel (including the Head Coach and the Assistant Coaches and the other Coaches of the NTFC), and is included in this document.

2. Period of Agreement

This Agreement commences on the date of: (a) my selection as a member of the Team; or (b) the receipt of this Agreement, signed by me (and my parent/guardian where I am a minor), by the General Secretary of the club, if later than the date of my selection.

3. Membership Benefits

The NTFC agrees to provide me, as a member of the Team, with the following benefits, subject to the sole and absolute discretion of the NTFC:

- (a) My accreditation for the Games;
- (b) Health care services and facilities in the Games Accommodation;
- (c) Being part of a great club that the bases are based on mutual respect and fair game
- (d) Limited personal injury insurance as determined by the NSFA;
- (e) Administrative support to facilitate participation in club functions and community events
- (f) Team Uniform, and other items of clothing with the exception of competition footwear and Specialised Equipment; and
- (g) Promotion of the Team and individual members of the Team.

4. My Obligations

4.1 As a member of the Team, I shall:

- (1) Comply with and be bound by the NTFC Constitution and the terms of this Agreement;
- (2) Respect the spirit of fair play and non-violence and behave accordingly;
- (3) Conduct myself so as to obtain and maintain my best possible mental and physical fitness and health to perform to the highest possible standard at the Games and carry out my duties to the Team to the best of my ability;
- (4) Not at any time engage in conduct (whether publicly known or not and whether before or after the date of my selection), which has brought, brings or would have the tendency to bring me or my sport into disrepute or censure, or which is or would have the tendency to be inconsistent with, contrary to or prejudicial to the best interests, image or values of the NTFC or Team Sponsors, or as a result of which my continued membership would not be or would not likely be in the best interests of the club;
- (5) Not at any time (whether before or after the date of my selection) be convicted of, or charged with, any serious offence involving violence, alcohol or drugs, or any sex offence, or any offence which is punishable by imprisonment;
- (6) Comply with all reasonable directions of, and arrangements made by, the club's committee and any person appointed by the committee;
- (7) Wear and use exclusively the Team Uniform throughout the Games Period and at all other times as directed by the NTFC including without limitation at all welcome home parades, events

and functions. The Team Sponsor's Marks on the Team Uniform must not be obscured or damaged. The requirement to wear the Team Uniform does not apply to competition shoes or Specialised Equipment;

(8) Provide all reasonable assistance to the NTFC in its fundraising activities;

(9) Continue to observe the provisions of the NTFC Ethical Behaviour By-Law as adopted from time to time (schedule 1);

(10) Comply with the law applicable to this Agreement and my activities generally whether in Australia or in any other part of the world;

(11) Not use any confidential information of the NTFC or any Team member or Official for my own personal gain or disclose it to any third party without the prior written permission of such relevant party; and

(12) Honestly and fully disclose and continue to disclose any information to the NTFC concerning any matter arising in relation to my compliance with these obligations, immediately upon becoming aware of any such matter, and ensure that such disclosure is not false or misleading.

4.2 I agree that my obligations under this Agreement will bind my heirs, executors, assigns and personal representatives.

4.3 I acknowledge that I have had the opportunity to review the documentation referenced in this Agreement and that it is my responsibility to do so.

4.4 I will uphold the A.S.P.I.R.E. values developed by the Australian Olympic Committee's Athletes' Commission and adopted by NTFC in 2014:

(1) *Attitude – My positive attitude is essential in overcoming obstacles to help me improve and give of my best. My positive attitude is a key ingredient to success and leadership.*

(2) *Sportsmanship – I recognise that the team and the game are greater than the individual; that cheating reduces the stature of sport and all who love it; that class, race and creed are never factors in the attitude of true sports people and those who respect the virtues and values of sport.*

(3) *Pride – Pride drives me when the temptation is to settle for something less. I am proud to have been chosen to represent the North Turramurra community.*

(4) *Individual responsibility – I alone am responsible for my performance but I will be generous in acknowledging the support of others.*

(5) *Respect – I respect football as a fine sport; throughout the game, I respect the fair concept of fair play, the efforts of my competitors, my coaches, my team mates and team and match officials. I respect North Turramurra, our past seasons, our vision; and our team spirit.*

(6) *Express – I have an opinion and will express my view with thought and consideration to others. In showing my emotions I do so with individuality and, where possible, good humour.*

Together we aspire to achieve our highest level of performance and conduct, thus providing the finest expression of the game.

5. Athlete's Excellence Reminders

5.1 Believe

1. Share your vision
2. Project what you are going for
3. Believe in your mission and your team
4. Help team members to believe in themselves
5. Identify positive roles and goals with team members
6. Become the most positive coach or athlete you can be

5.2 Challenge

1. Challenge your team
2. Challenge everyone to be what they can be
3. Challenge team members to focus on what brings out their best and the team's best
4. Challenge team members to draw out and act on the lessons from each performance
5. Challenge yourself to be what you can be as an athlete
6. Commit yourself to ongoing learning and improvement

5.3 Support

1. Value people and their contributions
2. Listen to people and their different perspectives
3. Be positive and respectful in your interactions
4. Act in positive ways every day
5. Give honest and constructive feedback
6. Continue to support and show respect for others

5.4 Remember

1. Remember to focus on what brings out your best
2. Remember to act in positive ways, especially through the tough times
3. Remember to act on lessons learned and suggestions for improvement now
4. Remember your commitment to ongoing learning and ongoing improvement
5. Remember that everyone on this team wants to win
6. Remember that everyone needs time to rest and regenerate

5.5 Appreciate

1. Appreciate the small steps and simple joys
2. Appreciate the opportunities you have in front of you
3. Acknowledge good effort
4. Rejoice in simple successes
5. Keep the love in the pursuit
6. Help all the athletes and coaches keep the love in the pursuit

5.6 Focus

1. Bring your best focus to every pursuit
2. Focus fully on the step in front of you
3. Wherever you are, be totally where you are
4. Take care of your own needs
5. Seek balance in excellence
6. Connect totally to bring out your best and the best in others

6. Disciplinary Procedures

6.1 If I breach any term of this Team Agreement at any time other than during the Games Period, such breach and any disciplinary sanctions to be applied will be determined by the NTFC (or its authorised delegate/s) in its sole and absolute discretion. To the extent that the NTFC requires information from me in relation to the determination of the breach and/or sanctions, I will comply with my obligations.

6.2 If I breach any term of this Team Agreement during the Games Period, such breach and any disciplinary sanctions to be applied will be determined by the committee (or committee's authorised delegate/s) in its sole and absolute discretion. To the extent that the committee requires information from me in relation to the determination of the breach and/or sanctions, I will comply with my obligations. The sanctions may include but are not limited to:

- (a) Termination of my membership of the Team;
- (b) Requiring me to leave the Game/s and the Game/s venue;
- (c) Excluding me from competition at one or more Games;
- (d) Requiring me to take or not take such action as deemed appropriate by the committee's present authorised delegate/s;
- (e) Impose financial penalties in respect of NTFC financial or other support provided to me; or
- (f) Such other measures as determined by the Club's committee.

6.3 Any sanctions imposed under clauses 5.1 or 5.2 are not exclusive and may be in addition to other sanctions the NTFC or any other entity such as NSFA may impose.

7. Marketing and Sponsorship

7.1 Except to the extent that My Sponsors compete with any of the Team Sponsors, I agree to:

- (1) assist and co-operate with the NTFC and the Team Sponsors to enable the Team Sponsors to maximise the promotional benefits from their sponsorship of or supply to the NTFC and the Team; and
- (2) Comply with all reasonable directions of the NTFC or its authorised nominees in assisting the NTFC and the Team Sponsors, including, but without limitation, ensuring that any Marks of Team Sponsors receive the widest possible exposure.

7.2 I agree that:

- (1) The Team Sponsors may use my Image to promote wide participation in community football and in their advertising, promotion or marketing activities, provided that such use of my Image is limited to being part of the Team as a whole.
- (2) The Team Sponsors may use my Image in congratulatory advertising which will be solely for the purpose of congratulating me for my performance at the Games and will not contain or imply any endorsement by me of the Team Sponsor involved or its products or services;
- (3) I will not obscure or attempt to obscure or damage any Marks of Team Sponsors, including suppliers of the Team Uniform;
- (4) In the event that any fundraising or Reward scheme, without my consent, uses my Image in a manner contemplated in this clause, then the NTFC has the sole right to determine whether any claim should be made or resolved in respect of such misuse or unauthorised use and I appoint the President and General Secretary of the NTFC or his nominee to act as my representative agent and attorney for that purpose provided that the NTFC indemnifies me and keeps me indemnified from any loss arising from that representation.

7.3 I agree to the NTFC using my Image:

- (1) To promote Community's participation in the involvement of the Game; and

(2) As part of current and historical records and publications of and concerning the Team and community's participation in the Game and whether or not published by the NTFC; and whether before, during or after the Games in any media or forum, including the Internet.

8. Team Uniform and Specialised Equipment

8.1 I agree to keep confidential the design and other details of the Team Uniform until these are disclosed by the NTFC to the public.

8.2 I acknowledge that the Team Uniform is given to me by the NTFC for the sole purpose of my participation in the Games and at all times remains the property of the NTFC. My only rights in the Team Uniform are as stated in this clause and I will be entitled to retain possession of the Team Uniform provided I observe the following conditions:

(1) I will not use or permit to be used the Team Uniform or any part of it (including reproductions) for any Commercial Purpose without the prior written permission of the NTFC;

(2) I will not sell or give away the Team Uniform or any part of it without the prior written permission of the NTFC, this permission may be given on such terms as the NTFC may in its absolute discretion determine; and

(3) I will not permit, and will not allow third parties, to use the Team Uniform or any part of it in memorabilia programs, fundraisers, or donations to charities for sale without the prior written permission of the NTFC. This permission may be given on such terms as the NTFC may in its absolute discretion determine.

(5) Should I breach the above conditions, I will immediately deliver up all of the Team Uniform to the NTFC at its request.

8.3 I acknowledge and agree that until specific equipment is acknowledged by the NTFC as Specialised Equipment, I am precluded from utilising that equipment at any Games.

8.4 If I wish to utilize Specialised Equipment at the Training Sessions or the Games, I shall have submitted a request in writing to the Club's the General Secretary no later than three months prior to the Games. I agree that such a request must, on a date or dates advised by the NTFC, be supported by all available evidence and that approval will only be granted on a case by case basis.

8.5 If the NTFC approves of my utilizing the Specialised Equipment then unless the NTFC supplies the Specialised Equipment, I am responsible for the cost of supplying the same, and must be the sole and unencumbered owner of it.

8.6 If the NTFC supplies the Specialised Equipment, then the NTFC is the owner of the Specialised Equipment. In addition, I agree that I:

(1) Will use the Specialised Equipment throughout the Training Sessions and the Games when is necessary;

(2) Will not use any equipment unless a request to utilize Specialised Equipment has been submitted to and approved by the NTFC.

8.7 I acknowledge and agree that to be approved by the NTFC, all Specialised Equipment must:

(1) Be considered on the dual brand by brand and style by style bases;

(2) Have a proven material effect on my performance, due to the specialised characteristics of the equipment;

(3) Conform to the “look and design” of the Team Uniform, unless otherwise approved by the NTFC

9. Insurance

9.1 The NTFC and NSFA will affect limited insurance for the benefit of all members of the team including me. The benefits are subject to the terms and conditions of the relevant insurance policies which are available on the NTFC’s website (www.ntfc.com.au).

9.2 Notwithstanding that the NTFC and NSFA will affect limited insurance for the benefit of myself and members of the Team, I acknowledge that the NTFC strongly recommends that I take out insurance to cover me for medical and like expenses arising out of any injury or illness I may suffer whilst a member of the Team and agree that I am solely responsible for all such expenses and any loss of income consequent upon any injury or illness.

9.3 I agree that the NTFC is not responsible for medical and like expenses in Australia and overseas or for any loss of income arising out of any injury or illness I may suffer whilst a member of the Team and that the release and indemnity contained in clause 9 precludes me, amongst other things, from claiming any such medical and like expenses and loss of income from the NTFC

10. Release and Indemnity

10.1 I agree not to sue and hereby release, indemnify and keep indemnified the NTFC, the NTFC’s servants or agents or other members of the Team from and against any claims howsoever arising that I may have for or as a result of loss of my life, injury, damage or loss of any description whatsoever and howsoever caused that I may sustain or suffer to my person or property in the course of or consequent upon my membership of the Team or participation in the Games.

10.2 I acknowledge and agree that I risk bodily injury, including paralysis, dismemberment, disability and death, arising from my training for or participation in the Games, and while particular rules of my sport, equipment, personal training and discipline may reduce this risk, this risk of injury does exist, as well as the risk of damage to or loss of property. I knowingly and freely assume all these risks, both known and unknown.

10.3 I agree that the agreement not to sue, the release and indemnity and the assumption of risk contained in this clause will operate in favour of the NTFC whether personally or by virtue of its vicarious liability for the acts or neglect of any person and binds my heirs, executors, assigns and personal representatives.

10.4 I acknowledge and agree that if, despite my agreement not to sue, provide the release and indemnity and acknowledge the assumption of risk contained in this clause, I commence legal proceedings against the NTFC, the NTFC’s servants or agents or other members of the Team in a foreign court or tribunal or pursuant to a foreign law and obtain a judgement or award against any of them, I will not register nor seek to register or enter or enforce any such judgement or award in Australia or any State or Territory of Australia and that:

- (1) The NTFC may take injunctive proceedings against me to restrain me from breaching my commitment and obligation under this clause; and
- (2) This Agreement and this clause may be produced by the NTFC as conclusive proof of my agreement to the commitment and obligation as detailed above.

11. No Employment

I agree that this is not an employment Agreement and does not make me an employee of the NTFC. I acknowledge that I am not required to provide services to the NTFC and that any services provided by me under this Agreement are provided to the Team and my fellow Team members as a whole.

12. Dispute Resolution

12.1 I agree that any dispute relating to this Agreement, whether arising during the term of this Agreement or after its termination, will be solely and exclusively resolved by the NSFA's Tribunal Decisions' Committee or a like Committee referred by the NSFA.

12.2 NSFA's Tribunal Decisions' Committee will rule on its jurisdiction and has exclusive power to order provisional and conservatory measures. The decisions of the Tribunal Decisions' Committee will be final and binding on the parties.

12.3 In the interests of speedy and expert resolution of any such disputes, I hereby surrender any right I may have to institute or maintain proceedings in any court or other judicial authority in relation to any such dispute or any right to file any appeal, review or recourse to any court or other judicial authority from any arbitral award, decision or ruling issued by the Tribunal Decisions' Committee. In particular, and without restricting the generality of the foregoing and for further and better assurance notwithstanding that such provisions have no applicability, I agree that neither party will have the right of appeal under sections 34 and 34A of the Commercial Arbitration Act, 2010 (NSW) or equivalent in any of the Australian states or territories or to apply for the determination of a question of law under section 271 of such Act or equivalent in any of the Australian states or territories.

12.4 The sole grounds for disputing a decision or other act or omission by the NTFC or the President and General Secretary or their authorised delegate(s) are that it:

- (1) Was affected by actual bias; or
- (2) Was obviously or self-evidently so unreasonable or perverse that it can be said to be irrational.

13. Proper Law

13.1 This Agreement is made in New South Wales and is governed by the laws applicable in the State of New South Wales.

13.2 The Court of Arbitration for Sport will determine any dispute according to the laws applicable in the State of New South Wales. The Seat of the Court of Arbitration for Sport is in Lausanne, Switzerland.

13.3 To the extent that this Agreement is inconsistent with the Code of Sports – Related Arbitration of the Court of Arbitration for Sport, this Agreement prevails and amends the Code to that extent.

14. Severability

Should any provision of this Agreement or its application be held invalid or unenforceable then the remainder of this Agreement and its application will not be affected and will continue as valid and enforceable to the fullest extent permitted by law or equity.

15. Entire Agreement

15.1 I agree that there are no representations, warranties, promises, covenants or undertakings other than those expressly set out herein. I agree that this Agreement contains the entire understanding of the parties to it and that the following documents identified in this Agreement either annexed as a Schedule or available to be read on relevant websites or otherwise are incorporated in this Agreement by reference. I acknowledge that these documents may be amended or varied from time to time. Documents annexed as a Schedule to this Agreement:

- (1) Summary of insurance provided by the NTFC;
- (2) NTFC Ethical Behaviour By-Law;
- (3) NTFC Constitution (available on ntfc.com.au);
- (4) FIFA Code of Ethics (available on ntfc.com.au or olympic.org); and

16. Minors

16.1 If I am under the age of 18 years, I acknowledge that this Agreement is for my benefit and my selection is conditional upon my parents or guardians providing the signed acknowledgement, in clause 26.

16.2 If, notwithstanding my acknowledgement that this Agreement is for my benefit, I purport to repudiate this Agreement:

- (1) Before the commencement of the Competition - then I acknowledge that my membership of the Team will automatically terminate upon this repudiation; and
- (2) After the commencement of the Competition, then my repudiation will be of no effect unless confirmed by a court having jurisdiction according to the Minors (Property and Contracts) Act 1970, NSW.

17. Definitions & Interpretation

17.1 Definitions: In this Agreement the following words and phrases have the following meanings:

“Assistants”

- (a) Officials;
- (b) Persons who are not members of the Team but who are members of the Support Group;
- (c) Persons approved by the NTFC or its authorised nominee or nominees to provide additional support services to the Team and/or the Support Group and whether before or during the Competitions; and
- (d) Staff of the NTFC providing services as members of the Team or the Support Group whether as part of or in addition to their normal duties to the NTFC.

“Chief Operating Officer” means the person appointed by the NTFC as the Chief Operating Officer of the Club for specified operating activities.

“Claims” means actions, appeals, causes of action, disputes, proceedings, demands, claims or liability for claims.

“Commercial Purpose” means advertising, promotion, marketing or endorsement of goods or services by any means or media, including the Internet and social media.

“Committee” means the NTFC committee

“Competitions” means the games throughout the season conducted by Northern Suburbs Football Association (NSFA).

“**CrimTrac**” means information obtained from a National criminal history record check with Australian, State and territory law enforcement agents to identify any relevant criminal history information subject to relevant spent convictions/non-disclosure legislation and/or information release policies.

“**Dispute**” means actions, appeals, causes of action, proceedings, demands, claims, liability for claims or disputes.

“**FFA**” means the Football Federation Australia.

“**FFA’s Tribunal Decisions’ Committee**” means Football Federation Australia’s Tribunal Decisions’ Committee that is in charge with dispute resolutions and disciplinary decisions and is functioning in alignment with FIFA’s Dispute Resolution Chamber.

“**FIFA**” means The Fédération Internationale de Football Association (FIFA) the association governed by Swiss law founded in 1904 and based in Zurich.

“**FIFA By-Laws**” means the FIFA By-Laws in force and as amended from time to time which are available and can be read on the NTFC website (fifa.com).

“**FNSW**” means Football New South Wales.

“**FNSW By-Laws**” means the FNSW By-Laws in force and as amended from time to time which are available and can be read on the NTFC website (fnsw.com.au).

“**Games**” means the Games throughout the season including friendly games and competitions.

“**Image**” means in relation to a Team member:

- (a) A photograph or other representation of the image of the Team member and whether two or three dimensional;
- (b) A caricature of the Team member;
- (c) An original or copy signature of the Team member;
- (d) A recording or other reproduction of the voice of the Team member;
- (e) The name of the Team member;
- (f) The trademark of the Team member;
- (g) the sports performances of the Team member including performances at the Competitions and the Games and recent and historical performances of any kind, career highlights and personal best result(s);
- (h) A quotation attributed to the Team member;
- (i) biographical details about the Team member including details of education and training, membership of sporting clubs and associations, current coach and coaching history;
- (j) Any brief description provided by the Team member to the NTFC of the nature of any major sports related injuries sustained by the Team member and when and where they occurred; or
- (k) "human interest" information about the Team member provided by the Team member to the NTFC including information about childhood ambitions, interests, unique characteristics, likes and dislikes and participation in other sports, or any combination of two or more of the above.

“**Internet**” means the world-wide network of TCP/IP-based networks, including without limitation servers running applications such as the World Wide Web, e-mail, chat lines, blogs, discussion forums, online diaries, File Transfer Protocol and browser based search engines. For the purpose of this Agreement, it also means any other form or medium for the digital transmission of images, sound and data, including broadband, WAP, SMS, interactive television, and other digital, interactive and social media.

“**FIFA Code of Ethics**” means the FIFA Code of Ethics in force and as amended from time to time which is available and can be read on the IOC website (fifa.com).

“**Loss**” means damages, compensation, costs, expenses or loss.

“**Marks**” means intellectual property and includes without limitation all identifying signs, indicia and logos.

“**My Sponsors**” means all third parties who use or have the right to use or license the use of my Image for a Commercial Purpose.

“**NSFA**” means the Northern Suburbs Football Association.

“**NSFA Association Regulations**” These are the rules under which the Constitution is administered.

“**NSFA Competition Regulations**” These are the rules pertaining to the conduct of our competitions and are split into 7 separate documents.

“**NTFC**” means the North Turramurra Football Club Inc.

“**NTFC By-Laws**” means the NTFC By-Laws in force and as amended from time to time which are available and can be read on the NTFC website (ntfc.com.au).

“**NTFC Constitution**” means the NTFC Constitution in force and as amended from time to time which is available and can be read on the NTFC website (ntfc.com.au).

“**NTFC’s servants or agents**” means the NTFC’s committee members, officers, directors (including the NTFC President), the General Secretary, Treasurer/s, Coaches and Technical Directory Panel (including the Head Coach and the Assistant Coaches and the other Coaches of the NTFC), Youth Teams Coordinator, Man’s All Age Coordinator, employees (if any), official agents, other volunteers, Assistants, officials, members of the Support Group, persons approved by the NTFC or its authorised nominee or nominees to provide support services whether before or during the competitions.

“**Reward**” includes all benefits, whether in cash or in kind, paid or given to me on the basis of my performance whether is in on the field or off the field, including medals and gifts.

“**Specialised Equipment**” means equipment designated as specialised equipment by the NTFC.

“**Support Group**” means the group of persons approved by the NTFC to provide support services to the Team, the NTFC and the Team Sponsors during the Games.

“**Team**” means any Team that is part of the NTFC.

“**Team Sponsors**” means the sponsors, suppliers and licensees of the NTFC and/or the Teams.

“**Team Uniform**” means ceremonial, formal and casual apparel, training and competition sportswear and equipment supplied or approved by the NTFC for the Team member’s use at the Games and the Competitions.

“**The Committee**” refers to the NTFC’s standing committee.

“**The Coaches and Technical Directory Panel**” refers to the coaches of the NTFC that are appointed to be in charge with the NTFC teams and has formed a panel for the purpose of creating and maintaining a system that encourages the improvement of the teams’ performance in long run and short run, as well as the developmental path of the NTFC’s athletes.

“The General Secretary” refers to the NTFC’s General Secretary and by duty the appointed chief administrator of the incorporation

“The Head Coach” refers to the NTFC’s Head Coach, appointed to direct and manage the teams’ short term improvement and long term development while engaging the athletes in the created systematic developmental path introduced by the Coaching and Technical Directory Panel.

“The Man’s All Age Coordinator” refers to the appointed committee member in charge with the coordination of Men’s All Age Teams and is the contact link between the Men All Age former, current and future players, coaches, Coaching and Technical Directory Panel and the standing Committee.

“The President” refers to the elected head of NTFC.

“The Treasurer/s” refers to the NTFC’s member/s of committee whom is/are appointed as the officer of the incorporation in charge of the receipt, care, and disbursement of the incorporation’s funds.

“The Youth Teams Coordinator” refers to the appointed committee member in charge with the coordination of Youth Teams and is the contact link between the former, current and future Youth players, coaches, Coaching and Technical Directory Panel and the standing Committee.

“Written Notice or “in writing” means notice in writing by letter, facsimile or email or other written means of communication.

17.2 Interpretation

(1) Unless the context otherwise requires, reference to:

(a) The singular includes the plural and the plural includes the singular and words importing one gender include the others;

(b) Persons include incorporated and unincorporated bodies, partnerships, joint ventures and associations and vice versa and their legal personal representatives, successors and assigns;

(c) A party includes the party’s executors, administrators, successors and permitted assigns and substitutes;

(d) A statute or other law includes regulations and other instruments under it and amendments, re-enactments or replacements or any of them; and

(e) “dollars”, “AUD” or “\$” is the lawful currency of Australia.

(2) A reference to time, day or date by which an obligation or act must be performed or otherwise refers to the time, day or date in Sydney, Australia.

(3) The meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.

(4) A rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of the document or any part of it.

(5) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

(6) Headings are for convenience only and do not form part of this Agreement or affect its interpretation.

18. Athlete's Disclosure

(Please identify if there are any matters to be disclosed in respect of the above clauses 4.1(4) or 4.1(5) in this Agreement ie identify any disreputable conduct, criminal convictions or criminal charges.)

19. Athlete Signature

Dated:

Signed by the Athlete

In the presence of:

.....

(Athlete's signature)

.....

(Witness' signature)

.....

(Name of Witness)

.....

(Address of Witness)

20. Parents/Guardians Acknowledgement for Minors

I/we are the parents/guardians of the athlete signing this Agreement and acknowledge (and if more than one, jointly and severally) as follows:

- (1) The athlete is under the age of 18 years at the date of signing this Agreement;
- (2) I/we have read and understood the terms of the Agreement and have fully explained the terms of this Agreement to the athlete;
- (3) I/we have had the opportunity to take independent legal advice as to the terms of this Agreement;
- (4) The athlete has read this Agreement and, together with the benefit of our explanation, understands its terms;
- (5) This Agreement is for the benefit of the athlete;
- (6) The athlete's membership of the Team may be terminated in the event of any breach of this Agreement;
- (7) The athlete may be disciplined through the withdrawal of privileges by the NTFC Committee or the Coaching and the Technical Directory Panel for misbehaviour which does not warrant termination of membership of the Team; and
- (8) This consent is governed by the laws applicable in the State of New South Wales.

Dated:

Signed by the Parent/Guardian

In the presence of:

.....
(Parent/Guardian's signature)	(Name of Parent/Guardian)
.....
(Witness' signature)	(Address of Witness)
.....
(Name of Witness)	(Address of Parent/Guardian)

SCHEDULE 1

NORTH TURRAMURRA FOOTBALL CLUB INC

ABN 12 301 221 755

Incorporated Number Tom Ryan is in charge with INC 1200357

ETHICAL BEHAVIOUR BY-LAW

1. DEFINITIONS

“**NTFC**” means the North Turramurra Football Club Inc.

“**Athlete**” means an Athlete that:

- (a) Is a member of a Shadow Team; or
- (b) Has been nominated for selection to, or selected as a member of, any NTFC Team.

“**Benefit**” means a benefit of any kind including, but not limited to, remuneration, commission, service, hospitality or gift.

“**Bullying**” means repeated unreasonable behaviour directed towards a person, or group of persons, that may cause harm. It includes behaviour that a reasonable person, having regard to all the circumstances, would expect to offend, humiliate, intimidate or threaten the person exposed to the conduct.

“**Child Abuse**” means physical, emotional harming or exploitation of children, whether sexual or otherwise and includes, but not limited to:

- (a) Derogatory or inappropriate behaviour;
- (b) Non-accidental injury to children;
- (c) Inappropriate touching;
- (d) Physical, emotional or sexual abuse; or
- (e) Insensitivity towards children with cultural or religious differences.

“**Direct Discrimination**” means when a person (“Discriminator”) treats or proposes to treat another person (“Aggrieved Person”) less favourably on the ground of the Aggrieved Person’s Disability, Race, Sexuality, marital status, Religious Activity, Religious Belief or age, in circumstances that are the same or are not materially different to circumstances in which the Discriminator treats or would treat a person without or not of the Disability, Race, Sex, Sexuality, marital status Activity, Religious Belief or age.

“**Disability**” in relation to a person means:

- (a) A total or partial loss of a part of the body or of the person’s bodily or mental functions;
- (b) The presence in the body of organisms causing or capable of causing disease or illness;
- (c) The malfunction, malformation or disfigurement of a part of the person’s body;
- (d) A disorder or malfunction that results in a person learning differently from a person without the disorder or malfunction;

(e) A disorder, illness or disease that affects a person's thought processes, perception or reality, emotions or judgments or that results in disturbed behaviour; and

(f) Includes a disability that:

(g) Presently exists;

(h) Previously existed but no longer exists;

(i) May exist in the future;

(j) Is imputed to a person whether or not that person has a disability.

"Games Period" means the period commencing at the earlier of:

(a) The assembly of the Team for the Games under the control and authority of the President; or

(b) The opening of the Games; and ends at midnight the day after the very last match or on such later date as the Relevant Person is formally discharged from the relevant Team.

"Indirect Discrimination" means where a person imposes or proposes to impose a condition, requirement or practice that has or is likely to have the effect of disadvantaging persons of the same Disability, Race, Sex, Sexuality, marital status, Religious Activity, Religious Belief or age as an aggrieved person, but not where the condition, requirement or practice is reasonable in all the circumstances.

"Official" means all persons who:

(a) Administer, manage, coach, assist or are otherwise recognised by NTFC for being involved in serving the club (other than as an Athlete); or

(b) Are selected by the NTFC as a member of any Team.

"Race" means a person's race, colour, descent or ethnic origin and includes the culture, custom or beliefs of a particular race.

"Relevant Persons" means the persons to whom this By-Law applies as described in clause 2.1.

"Religious Activity" means engaging in, not engaging in or refusing to engage in a lawful religious activity.

"Religious Belief" means holding or not holding a religious belief.

"Sex" means a person's gender such as their being a man or woman.

"Sexuality" means a person's sexual orientation such as heterosexuality, homosexuality or bisexuality.

"Shadow Team" means those Athletes who are recognised by the NTFC as potential members of a particular Team.

"Team" means any North Turrumurra Club's Team, Man All Age Teams, Women All Age Teams, Youth Teams, Junior Teams or other team selected by the NTFC.

"Unlawful Harassment" means conduct which is unwelcome and which a reasonable person would anticipate would offend, intimidate, humiliate or threaten the person exposed to the conduct, and which is based on Disability, Race, Sex, Sexuality, marital status, Religious Activity, Religious Belief or age.

"Vilification" means the public act of inciting hatred, contempt or ridicule towards a person based on a person's Disability, Race, Sex, Sexuality, marital status, Religious Activity, Religious Belief or age,

but does not include a public act done reasonably and in good faith for purposes in the public interest, including discussion or debate about any act or matter.

1.1 Except so far as the contrary intention appears in this By-Law, an expression has in this By-Law the same meaning as in the Constitution.

1.2 Headings of this document are solely for convenience and do not affect the interpretation of this By- Law.

1.3 Reference to one gender includes each other gender.

1.4 The singular includes the plural and the plural includes the singular.

1.5 The meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.

1.6 A rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of the document or any part of it.

2. COMPLIANCE WITH THIS BY-LAW

2.1 This By-Law applies to:

- (1) Athletes;
- (2) Officials; and
- (3) Members of the Executive, officers and staff of the NTFC.

2.2 Subject to clause 2.5, all Relevant Persons must not, by their acts or omissions, engage or participate in:

- (1) Direct Discrimination;
- (2) Indirect Discrimination;
- (3) Unlawful Harassment;
- (4) Bullying; in any area of activity where the Relevant Person is participating in that activity in their capacity as an Athlete, Official, Member of the Committee, officer or employee of the NTFC.

2.3 All Relevant Persons must not, by their acts or omissions, engage or participate in:

- (1) Vilification;
- (2) Child Abuse; and
- (3) Conduct otherwise prohibited under clause 3 of this By-Law.

2.4 All Relevant Persons must provide assistance and disclose honestly and fully all relevant information to the NTFC and during the Games Period the Coaching and Technical Directory Panel, the Manager/ Head Coach or the authorised members of the panel.

2.5 For the avoidance of doubt, the provisions of clauses 2.2(1) and (2) do not apply where Sex, age, Disability, marital status, experience, capabilities and athletic performance or any combination of these factors, are reasonably considered by the NTFC to be relevant to any of the following:

- (1) The selection of Athletes and Officials as members of Teams or Shadow Teams;

(2) Any other decisions made or actions taken by a Relevant Person in respect of an Athlete or official as a member of a Team or Shadow Team;

(3) The termination of the membership of an Athlete or Official as a member of a Team or Shadow Team; or

(4) Decisions about the provision of financial or other assistance by the NTFC.

2014 Team Membership Agreement (19 January 2014)

3. APPROPRIATE CONDUCT

3.1 All Relevant Persons must at all times act honestly in the exercise of their powers and the performance of their functions to the NTFC including any Team, selected by the NTFC.

3.2 All Relevant Persons must:

(1) not at any time engage in conduct (whether publicly known or not), which has brought, brings or would have the tendency to bring the Relevant Person or the Relevant Person's sport into disrepute or censure, or which is or would have the tendency to be inconsistent with, contrary to or prejudicial to the best interests, image or values of the NTFC, Team Sponsors, the Team or

Shadow Team;

(2) Not at any time be convicted of, or charged with, any serious offence involving violence, alcohol or drugs, or any sex offence, or any offence which is punishable by imprisonment.

3.3 Any Relevant Person who has a personal interest or direct or indirect pecuniary interest in any matter involving the performance of that person's duties to the NTFC including any Team selected by the NTFC must, as soon as possible after the relevant facts have come to that person's knowledge, make full disclosure of the nature of the interest to the NTFC.

3.4 Officials and members of the Committee, officers and the staff of the NTFC must not:

(1) Offer to provide, or promise to provide, a Benefit to another person;

(2) Provide a Benefit to another person;

(3) Cause a Benefit to be provided to another person; or

(4) Cause an offer of the provision of a Benefit, or a promise of the provision of a Benefit, to another person, with the intention of influencing that person to:

(5) Enter into a contract with the NTFC or appoint that person to any office; or

(6) Because the body that employs that person or which that person represents to enter into a contract with the NTFC or appoint that person to any office; or

(7) To otherwise seek to obtain or retain an improper advantage or benefit to that person or the NTFC which that person or the NTFC would not otherwise be entitled.

3.5 Officials and members of the Executive, officers and employees of the NTFC must not solicit nor accept any Benefit from a person or body, corporate or unincorporated, for or in connection with the performance of that person's duties to the NTFC including any Team selected by the NTFC unless the receipt of that Officials and members of the Committee, officers and staff of the NTFC must not solicit nor accept any Benefit from a person or body, corporate or unincorporated, for or in connection with the performance of that person's duties to the NTFC including any Team selected by the NTFC unless the receipt of that Benefit has been first approved by the Committee of the NTFC.

3.6 Relevant Persons are not permitted to make improper use of information acquired by virtue of their position in any Team selected by the NTFC or relationship with the NTFC or to gain, directly or indirectly, an advantage for themselves or for any other person or to cause detriment to the NTFC. This duty precludes all Relevant Persons from breaching the confidentiality of the affairs of the NTFC and any member of any Team selected by the NTFC and from misusing information obtained by virtue of their position in any Team selected by the NTFC or relationship with the NTFC and from acting without the proper authority of the NTFC.

4. BREACHES OF THIS BY-LAW

4.1 If a breach of this By-Law occurs at any time other than during a Games Period, then the breach and any sanctions to be applied will be determined by the NTFC in its sole and absolute discretion. To the extent that the NTFC requires assistance and information from the Relevant Person in relation to the determination of the breach and/or sanctions, clause 2.4 applies.

4.2 If a breach of this By-Law occurs at any time during a Games Period, then the breach and any sanctions to be applied will be determined by the Coaching and Technical Directory Panel or authorised delegate(s) in their respective sole and absolute discretion. To the extent that the Coaching and Technical Directory Panel, requires assistance and information from the relevant person/s in relation to the determination of the breach and/or sanctions, clause 2.4 applies.

4.3 Any sanctions imposed under clauses 4.1 or 4.2 are non-exclusive and Relevant Persons may be subject to additional sanctions in accordance with any other terms applicable to that persons relationship with the NTFC, including any conditions of employment.

5. GENERAL

5.1 A breach of this By-Law will provide the basis for the sanctions set out in clause 4. It does not otherwise provide the basis for any claim by an individual against a Relevant Person, the NTFC or its Committee, officers or employees and to the extent that this By-Law is inconsistent with any Team Membership Agreement applicable to that person, the terms of the Team Membership Agreement prevail over the terms of this By-Law.

By-Law is inconsistent with any Team Membership Agreement applicable to that person the terms of the Team Membership Agreement prevail over the terms of this By-Law.

5.2 This By-Law is governed by the laws applicable in the State of New South Wales.

ADOPTED as a By-Law of the Australian Olympic Committee by the NTFC Committee on 19 Jan 2014 effective from that date.

AMENDED on 27 Jan 2014 and effective from that date.