



FOOTBALL
WEST

Participation Agreement

Football West Limited

ACN 109 919 324

and

Club Legal Entity Name

Parties

1. Football West Limited
ACN 109 919 324
of Unit 94, 262 Lord Street
Perth, Western Australia,
(Company)
2. Club Legal Entity Name
Incorporation Number [Incorporation Number]
of Club Postal Address
Club Address 2
(Club)

Recitals

- A. Football West is a Member Federation.
- B. FFA has granted Football West a mandate to be responsible for the organisation, promotion and administration of football in the State.
- C. Football West owns the Competition and proposes to conduct the Competition during all Seasons up to and including the 2022 Season.
- D. The Club submitted an Application to affiliate with Football West to participate in the Competition during the Seasons.
- E. Based on the information contained in the Application submitted by the Club, Football West has agreed to admit the Club as a participant in the Competition for the Seasons up to and including 2022 and the Club has agreed to participate in the Competition on the terms and conditions set out in this Agreement.
- F. The Club has indicated its acceptance of this agreement online at [TIME] and [DATE]

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1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the contrary interpretation appears:

Agreement means this participation agreement.

Application means the Club's application to affiliate with Football West to participate in the Competition.

Board means all or some of the Directors of Football West acting as a board.

Broadcast Rights mean the right to record Matches for transmission, display and distribution by way of audio, audio-visual, television (including free-to-air, subscription, multichannel, closed circuit and interactive television), televisual exhibition, internet, broadband, mobile and video, in all forms whenever devised in any part of the world, including rights to Virtual Signage.

Club means:

- (a) a body corporate or incorporated Association recognised by Football West and that:
 - (i) is registered with FFA in accordance with the National registration Regulations; and
 - (ii) organises teams to participate in competitions sanctioned by Football West or FFA; or
- (b) any legal entity deemed to be a Club by Football West.

Club Associate means any Club Official, any Team (at any age level) that represents, is connected with or is controlled or influenced by or falls within the jurisdiction of the Club, any of its Players, or any incorporated or unincorporated association or company that is related to or connected with the Club (including within the meaning of s50 of the Corporations Act 2001 (Cth)).

Club Official means any person involved in the administration, management or organisation of a Club (whether paid or unpaid), including employees, contractors, consultant, officers, directors and representatives.

Competition means any league, competition or tournament administered, controlled or sanctioned by Football West including pre-season, season proper, finals series and any post season tournament or competition.

Competition Administrator means the entity responsible for the conduct and staging of a Competition.

Conditions Precedent means each of the conditions precedent set out in clause 2.

Competition Property means all Intellectual Property Rights associated with the Competition, including the names and logos of Football West as notified by Football West from time to time.

Competition Rules means the Football West competition rules that govern the Competition, as amended from time to time.

End Date means 31 December 2022 unless it is otherwise extended or terminated earlier in accordance with this Agreement.

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

Dispute and Grievance Regulations means the Football West Disciplinary and Grievance Regulations as amended from time to time.

FFA Rules and Regulations mean the FFA Statutes and any other rules, regulations, policies, procedures, codes of conduct and guidelines developed, promulgated and implemented by FFA from time to time, as they apply to Football West, the Competition, the Competition Administrator, the Club, Officials, Players, supporters or spectators as amended from time to time;

Football West Rules and Regulations means the rules, regulations, by-laws, policies, directives, procedures, codes of conduct and guidelines developed, promulgated and implemented by Football West from time to time applying to Football West, the Competition, the Competition Administrator, the Club, Club Officials, Players, supporters or spectators as amended from time to time, including, without limitation, the Dispute Resolution Policy, the Competition Rules, the NPL Compliance By-Law, the Disciplinary By-law, the Dispute Resolution By-law and any policies or guidelines issued by Football West from time to time.

Ground means the home ground of the Club, as set out in Item 3 in Schedule 1, including all surrounding areas owned, licensed or otherwise controlled by the Club.

Insolvency Event means in relation to a party, any of the following:

- a) the party disposes of all or substantially all of its assets, operations or business (other than in the case of Football West, a voluntary liquidation for the purpose of amalgamation or reconstruction if the new company assumes all of the legal obligations of Football West);
- b) an arrangement is entered into between the party and its creditors;
- c) the party ceases to be able to pay its debts as they become due;
- d) the party ceases to carry on business;
- e) a mortgagee enters into possession or disposes of the whole or any part of the party's assets or business; or
- f) a person is entitled to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator or other like person of the whole or any part of the party's assets or business.

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

- a) copyright;
- b) inventions (including patents, innovation patents and utility models);
- c) confidential information, trade secrets, technical data and know-how; (iv) designs;
- d) trademarks and service marks; and (vi) circuit layout designs, topography rights and rights in databases, whether or not any of these is registered, registrable or patentable;
- e) any similar rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;

- f) any licence or other right to use or grant the use of any of the above or to be the registered user of any of the above;
- g) any applications and the right to apply for registration of any of the above; and
- h) any rights of action against any third party in connection with the intellectual property rights included in paragraphs (a) to (g) above;

Match means any football match played in Western Australia under the auspices of Football West, FFA or an Association or otherwise played under Football West's direction or control.

Match Official means a referee, assistant referee, fourth official, referee assessor or match commissioner or any other person appointed by Football West Administration or a Competition Administrator to assume responsibility in connection with a Match.

Member Federation means a State, Territory or regional federation or association that is a member of FFA from time to time.

National Curriculum means the guidelines produced by FFA from time to time which provide the framework for coach and player development for football in Australia.

National Registration Regulations means the National Registration Regulations contained in the FFA Statutes.

Non-Sanctioned Competitions means any football match, event or competition that is not sanctioned or approved by FFA, Football West or another Member Federation.

Non-Sanctioned Program means any football competition, program, club, team, association or private academy, college or school that is not sanctioned or approved by FFA, Football West or another Member Federation.

Player means any person who is registered with the Club in accordance with the National Registration Regulations from time to time.

Season means from the period from the commencement of pre-season Matches to the conclusion of the Competition in respect of the competitions conducted within any one year.

Special Conditions means the special conditions contained in this Agreement applying to the Club (if any).

State means the state of Western Australia.

Team means the team(s) representing the Club in a Competition.

Virtual Signage means any form of signage or advertising that is not physically at the Ground, including the electronic or other digital insertion of words, figures, numbers, information, visual images or other material into a television or other broadcast in any place.

1.2 Interpretation

Capitalised terms used in the Constitution bear the same meaning when those terms are used in the Agreement. In addition, unless the context otherwise requires:

- (a) headings are for convenience of reference only and do not affect interpretation;
- (b) references to any gender include all genders;
- (c) references to the singular apply to the plural and vice versa;
- (d) references to a person include any other entity recognised by law and vice versa;

- (e) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) any reference to a paragraph number refers to a paragraph in the same sub-section unless otherwise stated;
- (g) any reference to a party to this document includes its successors and permitted assigns;
- (h) any reference to any agreement or document includes that agreement or document as amended at any time;
- (i) the use of the word includes or including is not to be taken as limiting the meaning of the words preceding it;
- (j) the expression at any time includes reference to past, present and future time and the performance of any action from time to time;
- (k) reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated; and
- (l) all monetary amounts are inclusive of GST unless stated otherwise.

2. Conditions Precedent

2.1 Conditions Precedent

This Agreement is subject to and conditional upon the satisfaction of the following conditions precedent:

- (a) the Club lodging with Football West a duly executed Application containing true and correct information as at that date or lodging with Football West a properly authorised online application and acceptance containing true and correct information as at that date;
- (b) Football West determining that the Club has satisfied the requirements necessary to be eligible to enter into this Agreement; and
- (c) Football West executing this Agreement.

2.2 Costs Relating to Conditions Precedent

Each party is responsible for all costs and expenses associated with the satisfaction of its respective conditions set out in clause 2.1.

2.3 Failure to Satisfy Conditions Precedent

Until all of the conditions precedent set out in clause 2.1 are satisfied, this Agreement is not binding on either party and neither party is liable to the other party.

3. Grant of Right to Participate

3.1 Football West Grants the Club the Right to Participate

Subject to clause 2 and this clause 3 (including clause 3.2), Football West grants the Club the right to participate in Football West Competitions. The Club acknowledges and agrees that the rights granted under this Agreement are for the term of this Agreement only and are personal, non-assignable and non-transferable.

3.2 Right to Participate is Subject to Compliance with the Agreement

The Club acknowledges and agrees that right to participate is subject to the Club complying with the terms of this Agreement and any other conditions imposed on the

Club by Football West from time to time in accordance with this Agreement, the Application and the Football West Rules and Regulations.

3.3 Variation of Competition Structure

Football West may review and vary the Competition structure and format during the Season including:

- (a) the scheduling and rescheduling of the date, time and location at which Matches are played;
- (b) the timing of the Season;
- (c) the staging and format of any final series for the Competition including the location of Matches in the final series;
- (d) the number of clubs in the Competition;
- (e) introduction of a system for promotion or relegation as a criterion for participation in the Competition after completion of the Season; and
- (f) without limiting clause 3.3(d), by allowing a vacancy caused by the termination of a club's right to participate to continue until the end of the Season, or by granting the right to participate to another club to replace a terminated club for the duration of the Season.

3.4 Football West may Consult

Football West may, as it deems appropriate, consult with the Clubs participating in the Competition during the Season regarding the matters outlined in clause 3.3 but determinations on these matters remain at the absolute discretion of Football West.

4. Football West General Obligations

Football West must:

- (a) regulate, organise and promote the Competition;
- (b) implement and enforce:
 - (i) this Agreement;
 - (ii) the FFA Rules and Regulations; and
 - (iii) the Football West Rules and Regulations.
- (c) as a Member Federation, comply with, and ensure compliance with, the FFA Rules and Regulations;
- (d) engage and appoint Match Officials for the Competition, with the exclusion of the MiniRoos Competition;
- (e) arrange insurance cover for the Club, Players, Club Officials and Team Officials in relation to personal injury and public liability but only in relation to activities sanctioned or approved by Football West; and
- (f) provide member protection information and support to the Club.

5. Club General Obligations

The Club must:

- (a) trade and operate as an incorporated association, company or corporation for the duration of this Agreement;
- (b) comply with:
 - (i) this Agreement;
 - (ii) the FFA Rules and Regulations;

- (iii) the Football West Rules and Regulations; and
 - (iv) any reasonable directions issued by Football West from time to time.
- (c) educate its Club Associates about, and enforce, the Football West Rules and Regulations and the FFA Rules and Regulations;
 - (d) act reasonably and in good faith at all times in exercising its rights under this Agreement and while participating in the Competition more generally;
 - (e) ensure the Club, Club Associates, Club Officials, Team Officials and Players comply with directions provided by the Competition Administrator and/or Football West including, without limitation, directions in relation to the scheduling or rescheduling of Matches;
 - (f) use its best endeavours to ensure that it and each of its Players, Team Officials, Club Officials, members and supporters:
 - (i) do not adversely impact the image or reputation of or bring into disrepute FIFA, FFA, Football West, commercial partners of Football West, the Competition, Match Officials, Club Officials, Team Officials, other clubs participating in the Competition (including club officials, players and supporters of those clubs) or football in general; and
 - (ii) do not alone, jointly or severally, engage in any conduct or behaviour which, in Football West's opinion, is prejudicial or likely to be prejudicial to the interests or reputation of Football West, the Competition or the playing of football;
 - (g) ensure that its Club Officials and Team Officials are fit and proper persons to participate in or be associated with the Club as a participant in the Competition;
 - (h) ensure that each of its Players, Club Officials and Team Officials are registered in accordance with the FFA National Registration Regulations;
 - (i) at any time provide all necessary information reasonably requested by Football West;
 - (j) obtain and maintain all rights, consents and authorisations necessary to participate in the Competition and to comply with this Agreement, and provide Football West with copies of all materials reasonably required by Football West on request;
 - (k) prepare and submit to Football West, on an annual basis, and as requested by Football West, a financial report to show the financial viability of the Club.
 - (l) keep adequate records in sufficient detail to enable its compliance with this Agreement and the Football West Rules and Regulations to be verified;
 - (m) participate in and cooperate fully with any end of season review conducted by Football West in relation to the Club's participation in the Competition during the Season, including compliance with the terms of this Agreement and the Football West Rules and Regulations;
 - (n) not change the name of the Club or any Team without the prior written consent of Football West, such consent not to be unreasonably withheld;
 - (o) ensure that if any Players are selected to compete for an Australian or Western Australian representative side, the Club:
 - (i) releases and make such Players available to participate in the matches in which such representative sides compete and attend any camps, training sessions, media conferences, promotional activities or other official functions

- in relation to those matches on notice from Football West acting reasonably; and
- (ii) otherwise fully co-operate with Football West with respect to such representative sides and matches and related functions; and
- (p) comply with the Special Conditions (if any).

6. Disciplinary and Grievance Procedures

6.1 Disputes Governed by Disciplinary and Grievance Regulations

All disciplinary matters, disputes, grievances or other incidents involving the Club, its Players, Team Officials, Club Officials supporters and/or spectators that occur during the term of this Agreement are governed by the Football West Disciplinary and Grievance Regulations.

6.2 Anti-Doping

All matters relating to anti-doping are governed by FFA's Anti-Doping Policy.

6.3 Behaviour of Supporters and Spectators

The Club is responsible, and liable, for the conduct and behaviour of its supporters and spectators, whether at home or away Matches.

6.4 Recourse to Courts

The Club agrees to submit to the jurisdiction of the Disciplinary and Grievance Regulations and agrees that it will exhaust all avenues open to it under those Regulations to resolve any grievance, disciplinary or other incident in relation to the Competition, before commencing any action in any court of law or external tribunal.

7. Non-Sanctioned Competitions and Programs

7.1 Written Permission from Football West

The Club acknowledges and agrees that neither the Club nor any Club Associate may participate in any Non-Sanctioned Competitions without the express written permission of Football West.

7.2 Football West Matches take Priority

For the avoidance of doubt, the Club acknowledges and agrees that if express written permission is given by Football West for the Club to participate in a Non-Sanctioned Competition, Football West Matches take priority.

8. Commercial Rights

8.1 Commercial Rights Owned by Football West

The Club acknowledges and agrees that the Competition and all commercial rights associated with the Competition, are owned by Football West (including but not limited to all commercial rights such as sponsorship rights, licensing rights, Broadcast Rights, Match statistics, rights to commercialise the Football West website and gaming and wagering rights), and that the Club must not seek to exploit or grant any such rights.

8.2 Access to Ground to be Provided Free of Charge

The Club acknowledges and agrees that it must provide Football West and its licensees, including a reasonable number of vehicles for the carriage of any equipment, with access

to the Ground free of charge to facilitate exploitation of Football West's commercial rights.

8.3 Rights Associated with Matches

The parties acknowledge and agree that, subject to the terms of this Agreement (in particular, clause 8.1), all rights associated with Matches hosted by the Club at the Ground are owned by the Club (including Match day revenue sources such as ticketing, signage, catering and hospitality but not including, for example, Broadcast Rights).

9. Intellectual Property

9.1 Competition Property

The Club:

- (a) acknowledges that Football West owns all right, title and interest in the Competition Property, and, to the extent that any such rights vest in the Club, agrees to assign such rights to Football West without charge;
- (b) must not use any of the Competition Property without the prior written consent of Football West; and
- (c) must use any Competition Property in respect of which it has been granted rights of use by Football West in accordance with the terms of that grant of rights, including in accordance with the terms of any branding guidelines.

9.2 Club Property

The Club grants to Football West a non-exclusive non-transferable licence during the Term to use the Club Property.

9.3 Club Warranty

The Club warrants that:

- (a) it has all the rights and consents necessary to make the assignment and grant the consents under this clause 9; and
- (b) no Intellectual Property Rights of any person will be infringed by Football West's use of the Club Property.

10. Marketing, Sponsorship, Media and Communications

10.1 Football West Responsibilities

Football West is solely responsible for:

- (a) the marketing, sponsorship and promotion of the Competition;
- (b) controlling media accreditation to all Matches, including processing applications and issuing accreditation terms;
- (c) handling all media enquiries that relate to Football West or the Competition; and
- (d) the development and maintenance of the Football West website.

10.2 Club Responsibilities

- (a) The Club must comply with any directions or guidelines issued by Football West in relation to the branding and marketing of the Competition including, but not limited to, any requirement to have Football West's sponsors at the Ground or on Club or Team clothing; and

- (b) The Club acknowledges that Football West has and retains all rights associated with the matters set out in this clause 10. The Club must not grant to any person any rights in relation to those matters.

10.3 Joint Responsibilities

- (a) The parties agree to actively work together in relation to the marketing and promotion of the Competition and, where appropriate, Football West will use reasonable endeavours to assist the Club with the marketing and promotion of the Club and Matches.
- (b) Each party must comply with privacy laws, including obtaining appropriate consent for the collection, use and disclosure of personal information.

11. Club Representations and Warranties

11.1 Club Representations and Warranties

The Club represents and warrants that:

- (a) it has the power to enter into and perform its obligations under this Agreement and the capacity and expertise to do so;
- (b) the information provided in its Application was, to the best of its knowledge accurate, complete and up-to-date and acknowledges that Football West relied on that information in entering into this Agreement;;
- (c) all Teams (at all age levels) representing the Club in the Competition are controlled by and fall within the jurisdiction of the Club;
- (d) the Club has made its own enquiries and undertaken independent accounting and financial advice and confirms that it is a validly incorporated and registered incorporated association, company or corporation which validly exists under the laws of its place of incorporation;
- (e) it is presently solvent and is able to pay its debts as and when they fall due; and
- (f) is not aware of any matter, event or circumstance which would prevent it from being able to pay its debts as and when they fall due or to otherwise perform its obligations under this Agreement.

11.2 Change of Circumstances

In the event of any change of circumstances in relation to the representations and warranties provided by the Club under this clause 11 (including with respect to information contained in the Application), the Club will notify Football West as soon as practicable, and in any event within 7 business days, of becoming aware of the occurrence of such an event or change in circumstances.

12. Indemnities and Liability

12.1 Indemnities

The Club agrees to indemnify Football West and its directors, officers, servants, employees and agents against all actions, claims, losses, damages and expenses howsoever arising, that they may directly or indirectly sustain or incur in connection with this Agreement, the Club's participation in the Competition or the Participation Licence granted under this Agreement, including, but not limited to:

- (a) any loss or damage (save for consequential loss) sustained as a result of any breach of this Agreement by the Club;

- (b) any loss or damage to any property or injury to, or death of, any person caused by the negligent act or omission or wilful misconduct of the Club or its officers, employees, agents, independent contractors, players or volunteers;
- (c) any debts or charges including statutory charges, fees or monies payable in connection with this Agreement; or
- (d) any loss or damage (save for consequential loss) as a result of a breach of warranty, except to the extent that such loss is due to any wrongful or negligent act or omission of Football West or its directors, officers, servants, employees and agents.

12.2 Liability

The Club agrees not to bring any claim or proceeding against Football West for any damage, loss, injury or liability which the Club or any Player, Team Official or Club Official may suffer as a result of participating in, or being excluded from, the Competition. Except for liability that by law cannot be excluded, Football West is by this clause 12 excluded from any and all liability to the Club in tort (including negligence), contract or bailment for acts or omissions of Football West and its Directors, officers, servants, employees and agents arising out of or in relation to the Competition or this Agreement, and the Club agrees to indemnify and hold harmless Football West and its Directors, officers, servants, employees and agents from any such liability.

This clause 12 continues to apply after any termination or expiry of this Agreement.

13. Right of Audit and Inspection

13.1 Football West may carry out audits to ensure compliance with this Agreement.

13.2 Each Club must:

- (a) keep adequate records, documents and financial accounts in sufficient detail to enable compliance with this Agreement to be verified;
- (b) permit Football West full and free access to records for the purpose of verifying compliance with this Agreement;
- (c) produce copies of records and any other reports requested by Football West from time to time for the purpose of verifying compliance with this Agreement; and
- (d) ensure a representative from the Club is available to respond to any query in relation to compliance and verification issues in relation to this Agreement.

14. Goods and Services Tax (GST)

14.1 Calculating GST

Any monetary amounts referred to in this Agreement are stated as a figure exclusive of GST.

14.2 Payment of GST

Notwithstanding any other provision in this Agreement, if a party makes a supply under or in connection with this Agreement upon which GST is imposed pursuant to the GST laws, then the consideration payable or to be provided by the other party under this Agreement shall be increased by an amount determined by multiplying the amount of the consideration in question by the applicable rate for GST as determined from time to time by the GST laws.

14.3 Definition of GST

For the purposes of this clause 14, unless otherwise provided under this Agreement, words and expressions used in this clause 14 that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause 14.

15. Confidentiality

The terms of this Agreement and any related negotiations, dealings, discussions or correspondence whatsoever, including all material in whatever form provided to each party or their agents in discharge of their obligations under this Agreement and all matters relating to, concerning or arising from any aspect of the Agreement, the Participation Licence or the Competition, prior to or subsequent to execution of this Agreement, are confidential except where they are in the public domain otherwise than as a result of a breach of the terms of this Agreement.

Each party undertakes not to disclose the matters referred to in clause 15 under any circumstances, except to its accountants, legal advisers or as required by law, without the prior written consent of the other party.

16. Term and Termination

16.1 Term

The term of this Agreement will commence with effect from the date this Agreement is executed by Football West and, unless previously terminated in accordance with the terms of this Agreement, will expire on the End Date.

16.2 No Right of Renewal

The Club agrees that it has no automatic right to any renewal or extension of this Agreement or a right to participate in any future competitions administered by Football West (including the Competition), and Football West has the right to determine in its absolute discretion whether any right to participate in any competition (including the Competition) is renewed or extended.

16.3 Football West Right to Make Good any Default

If the Club defaults in fully and punctually performing any obligation contained or implied in this Agreement, Football West may, without prejudice to any right, do all things necessary or desirable in Football West's opinion to make good or attempt to make good that default to the satisfaction of Football West.

16.4 Termination by Either Party

Either party (the first party) may terminate this Agreement with immediate effect by giving notice to the other party if:

- (a) that other party breaches any term of this Agreement capable of remedy and fails to remedy the breach within 14 days, or such other time as the first party considers reasonable, after receiving written notice requiring it to do so;
- (b) that other party breaches any material term of this Agreement not capable of remedy;
- (c) an Insolvency Event happens to that other party (whether or not notified).

16.5 Notification of Insolvency Event

Each party must notify the other party immediately if an Insolvency Event occurs that affects that party.

17. Consequences of Termination

17.1 Rights to Participate

On termination or expiry of this Agreement, the Club's rights to participate in the Competitions cease.

17.2 Clauses that Bind the Parties after Termination or Expiry

Clause 6 (Disciplinary and Grievance Procedures), clause 12 (Indemnities and Liability), clause 15 (Confidentiality), and clause 17 (Consequences of Termination) and each other clause required to make these clauses effective continue to bind the parties after termination or expiration of this Agreement for any reason.

18. Force Majeure

Neither party is liable for any failure to perform or delay in performing its obligations under this Agreement (other than any obligation to pay money) if that failure or delay is due to any force majeure including, but not limited to, fire, storm, flood, earthquake, explosion, war, invasion, rebellion, strike, sabotage and epidemic provided that any such event was not reasonably capable of being contemplated at the date of this Agreement.

19. Co-operation and Good Faith

Each party must act in good faith and do or cause to be done all acts and things necessary or desirable to give effect to, and refrain from doing all acts that could hinder performance by any party of, this Agreement.

20. General

20.1 Assignment

The Club must not assign, sub-contract or otherwise deal with its rights or obligations under this Agreement.

20.2 Amendments

Amendments to this Agreement will only be valid if made in writing and signed by both parties.

20.3 Waiver

- (a) Failure by Football West to require strict compliance with any provision of this Agreement will not be a waiver of Football West's rights to enforce that provision later.
- (b) Any waiver by Football West of any breach of this Agreement must be in writing.

20.4 Non merger

Any obligations of the Club to be performed after termination or expiry of this Agreement survive such termination or expiry.

20.5 Non performance

If the Club does not perform any obligation under this Agreement, Football West may perform that obligation and Football West's costs of performing that obligation will be a debt due and payable by the Club to Football West on demand.

20.6 Entire agreement

- (a) The terms and conditions set out in this Agreement contain the entire agreement between the parties.
- (b) The Club acknowledges that it has not been induced to enter into this Agreement by any representation (verbal or otherwise) made by or on behalf of Football West that is not set out in this Agreement.

20.7 Notices

- (a) A notice given or made under this Agreement:
 - (i) must be in writing, dated and signed (or, the case of email, sent) by the sender or a person duly authorised by the sender; and
 - (ii) must be addressed and delivered to the intended recipient at the address or email address below or the address or email address last notified by the intended recipient to the sender after the date of this Agreement:
 - Football West: PO Box 214, MAYLANDS WA 6931
 - Email: clubs@footballwest.com.au
 - Club: The postal address set out in the Application
- (b) A notice given in accordance with clause 20.7(a) will be deemed received:
 - (i) if delivered by hand to the recipient's address, on the date of delivery, as long as delivery is acknowledged in writing by the recipient;
 - (ii) if sent by post, 4 business days after the posting; and
 - (iii) if sent by email, on receipt by the intended recipient.

20.8 Severability

If it is held by a Court that any part of this Agreement is void, voidable, illegal, or unenforceable or this Agreement would be void, voidable, illegal, or unenforceable unless any part of this Agreement were severed, that part will be severed from this Agreement and will not affect the continued operation of the balance of this Agreement.

20.9 Jurisdiction

The laws of Western Australia govern this Agreement and the parties agree to the exclusive jurisdiction of the Courts of Western Australia in relation to any dispute arising out of, or incidental to, this Agreement.

20.10 Relationship

Except where this Agreement expressly states otherwise, this Agreement does not create a relationship of employment, trust, agency, partnership or joint venture between the parties.

20.11 Execution by Counterparts

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this Agreement.

Executed as an Agreement:

EXECUTED for and on behalf of)
FOOTBALL WEST LTD by)
who certifies he is authorised to do so in)
the presence of:)

Signature of Witness

Name of Witness (Please Print)

EXECUTED for and on behalf of Club
Legal Entity Name Incorporation
Number: Incorporation Number in
accordance with section 15 of the
Associations Incorporation Act 2015
(WA) in the presence of:

Signature of Authorised Signatory

Signature of Authorised Signatory

Name of Authorised Signatory

Name of Authorised Signatory