



CLUB PARTICIPATION AGREEMENT

BETWEEN

NETBALL QUEENSLAND LIMITED (ABN 58 429 487 881)

AND

[INSERT NAME]

Sapphire Series brought to you by



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BETWEEN

NETBALL QUEENSLAND LIMITED (ABN 58 429 487 881) of 210 Beaudesert Road, Moorooka, QLD, 4105 (NQ)

AND

[INSERT FULL LEGAL NAME, ABN, LEGAL STATUS & ADDRESS] (CLUB)

1. BACKGROUND AND OBJECTIVES

- 1.1 Netball Queensland (NQ) will be responsible for staging and commercially exploiting Queensland's premier netball league currently known as the "Sapphire Series" (*League*). The League will commence in June 2019 with seven (7) license holders and will be staged in accordance with the format set out in the Competition Rules.
- 1.2 The Club wishes to participate in the League during the Term and has notified NQ of its intention to field teams in accordance with the terms and conditions set out in this Agreement.
- 1.3 The objectives of this Agreement and the League are to:
 - Position Netball as the vehicle for transforming the lives of women and girls through sport;
 - Inspire every Queensland girl to play netball through the creation of and connection with local heroes;
 - Create a semi-professional level of support on and off the court for the League and Clubs to deliver the premier intra-state women's competition;
 - Position the Sapphire Series as the strongest launching pad for elevation into the Suncorp Super Netball competition;
 - Place highly skilled, competitive netball, delivered in a professional manner within reach of a broader cross section of the community, creating a tribal fan base for each Club; and
 - Establish a strong commercial platform through an iconic, fresh brand strategy, innovative marketing, strategic partnerships and a broad digital engagement plan.
- 1.4 This Agreement sets out the terms on which NQ grants, and the Club accepts, the right to participate in the League and details the rights and obligations of both parties.

2. DEFINITIONS AND INTERPRETATIONS

- 2.1 In this Agreement:

Agreement means this agreement including any schedules and annexures.

Aligned Associations refers to the collection of NQ Member Associations aligned to each Participant. After Club licenses to participate in the League are awarded by NQ, NQ member Associations will be geographically aligned to a single Club. Associations will then have the option of requesting a re-alignment to an alternative Club, upon written application to NQ.

ANL means the underpinning National competition known, at the date of this Agreement, as the Australian Netball League and any successor or replacement competition.

Associate (in relation to the Club) means:

- any director, secretary, officer, committee member, volunteer, employee, agent, shareholder or member of that Club, or spouse or partner (legal or de facto), parent, child or sibling, or any other immediate relative where there is a close personal relationship; or
- any shareholder or member of the Club; or
- any related body corporate or entity that is under the direct or indirect control or influence, whether formally or informally, of the Club; or
- any person who is or was acting, or who proposes to act, on behalf of or together with the Club; or
- any sponsor, partner or supplier of the Club (or a shareholder or member of the Club), or a related body corporate or entity of such sponsor, partner or supplier.

Associate (in relation to a Player) means any spouse or partner (legal or de facto), parent, child or sibling of that Player or any related company or trust.

Athlete Management System (AMS) is an online database system used to house all information relating to players, including but not limited to, contact details, testing data, daily wellness, player development plans as well as all relevant medical information.

Ambush Marketing is a marketing strategy in which an advertiser "ambushes" an event to compete for exposure against competing advertisers.

Branding Guidelines mean NQ's guidelines in relation to the use and reproduction of the League Property and Club Property, as developed, amended and updated from time to time in accordance with clause 27.

Broadcast Rights mean the right to record, transmit, display and distribute Matches and Other Events by way of audio, audio-visual, television (including free-to-air, subscription, multi-channel, closed circuit and interactive television), televisual exhibition, internet, broadband, mobile, video and IPTV in all forms whenever devised in any part of the world, including rights to virtual signage.

Change in Control means an event where a person or entity who did not (directly or indirectly) effectively control a Party (**taken-over Party**) at the date of this Agreement, either alone or with others, acquires effective control of the taken-over Party.

For the purpose of this definition, **effective control** means:

- (a) a relevant interest in more than 50% of the shares issued by the taken-over Party; or
- the ability to cast, or control the casting of, more than 50% of the maximum number of votes that may be cast at a general meeting of the taken-over Party; or
 - where the taken-over Party is the trustee of a unit trust, a relevant interest in more than 50% of the issued units in that trust.

Club means the netball entity known as "[TO BE INSERTED]", which will compete in the League in accordance with this Agreement.

Clubs collectively means the netball entities whose owners have been granted the right to participate in the League by NQ.

Club Commercial Rights means the commercial rights that may be exploited by the Club as set out in clause 8.3 and the Commercial Manual.

Club Licensing Rights means the licensing rights pertaining to intellectual property, which enable to League and the Clubs to secure Product Licensees to produce Licensed Products for sale and or distribution to promote the League or the Club respectively.

Club Officials mean officials involved with the management, preparation and participation of the Club, including the coaches, manager, doctor, physiotherapist and other support staff.

Club Property means any or all of the Club name, logo, colours, branding, mascot, kit design (including playing strip), song, trademarks, business name, domain name and any other Intellectual Property Rights associated with the Club or its participation in the League created or generated by or on behalf of the Club which have been approved in writing by NQ under clause 9.1 from time to time.

Club Sponsor means a sponsor of the Club that has been appointed by the Club and approved by NQ in accordance with clauses 5.1 and 8.

Commercial Manual means the manual outlining the responsibilities of each Party in respect of commercial matters, as developed, amended and updated from time to time in accordance with clause 27. The Commercial Manual applies to all Matches played in the League.

Competition Rules means the rules and format of the League, including the INF Rules and Regulations for the sport of netball (as adapted for the League), the system of regulating player eligibility, registration and contracting, as developed, amended and updated from time to time in accordance with clause 27.

Compliance Rules means the rules adopted by NQ that describe the rules and procedures that will be followed and the sanctions that may be imposed by NQ if the Club or the Club Officials fail to comply with any of their legal, commercial, operational, regulatory or other obligations under this Agreement or any of the Policies.

Confidential Information of a Party means the following information in any form, including:

- (a) all information relating to the business, operations or affairs of that Party or any related body corporate of that Party from time to time (including financial or accounting information, customer and member names, lists and databases, terms and conditions of supply, sales records, marketing analysis, research and reports, trade secrets, confidential know-how, market research and strategies, sponsor information, operating procedures and technical information) of which the other Party becomes aware, both before and after the day this Agreement is executed; and
- (b) the contents of this Agreement.

Confidential Information of NQ includes the Match schedules and any League information that has not been made public.

Consequential Loss means any special, exemplary or punitive damages, loss of goodwill, loss of revenue, loss of profit or anticipated profit, loss of business reputation, business interruptions of any nature, loss of opportunities, and loss of anticipated savings or wasted overheads.

Dispute means any dispute or grievance between the Parties arising out of or in relation to this Agreement.

Dispute Resolution Committee is an independent three-person panel appointed by the President of the Australian and New Zealand Sports Law Association Inc. (ANZSLA) to deal with matters raised through the Dispute Resolution Procedure.

Finals Series means the semi-finals, preliminary final and grand final of the League or any other configuration as determined by NQ from time to time.

Financial Accounts mean the Statement of Financial Performance, Statement of Financial Position and cash flow statements to be provided by the Club to NQ in the standard format as notified by NQ from time to time and prepared in accordance with generally accepted accounting practices in Australia.

Home Venue(s) means the venue(s) currently known as Brisbane Arena, or such other venue or venues approved by NQ in writing under clauses 7.2 and 7.3

Insolvency Event means:

- (a) the person or entity disposes of all or substantially all its assets, operations or business (other than a voluntary liquidation for the purpose of amalgamation or reconstruction if the new company assumes all the person's legal obligations);
- any formal arrangement between the person or entity and its creditors;
 - the person or entity ceases to be able to pay its debts as they become due;
 - the person or entity ceases to carry on business;
 - any step is taken by a mortgagee to enter possession or dispose of the whole or any part of the person's assets or business; or
 - any step is taken to appoint an administrator, 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 person's assets or business.

Intellectual Property Rights means all intellectual property rights, whether subsisting now or in the future, including:

- (a) patents, copyright, rights in circuit layouts, registered designs, trademarks and the right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of those rights.

Key Personnel means the board of directors, chief executive, general manager, operations manager, event manager and appropriate staff required for the effective administration of the Club.

League has the meaning given in clause 1.1 (or as varied by NQ from time to time).

League Commercial Rights means the commercial rights granted to, or reserved by, NQ under this Agreement, the Commercial Manual and all other Policies, including those set out in clauses 8.1 and 8.2.

League Partners mean the official sponsors and suppliers of the League that are granted League Sponsorship Rights by NQ.

League Property means the names, branding and logos associated with the League, including:

- (a) League name and logo;
- (b) League domain names;
- (c) League trophy name and logo;
- (d) League trophy name and image;
- (e) Club name and logo;
- (f) Club domain names;
- (g) Music associated with the League;
- (h) Match schedule products;
- (i) Match Statistics; and
- (j) Any other property or rights in relation to the League and the Clubs as notified by NQ to the Club from time to time.

League Sponsorship Rights means sponsorship rights and benefits in respect of NQ or the League (including any naming rights sponsor, official sponsors, official suppliers and the like).

Licence Fee means the non-refundable annual amount payable by the Club to NQ for the right to participate in the League each Season.

Licensed Product(s) means products, merchandise or memorabilia developed by or on behalf of the Club or official Product Licensee appointed by the Club from time to time that incorporate League Property and/or Club Property.

Match means all netball matches played between the Clubs as part of the League and all netball matches between some or all the Clubs in respect of Other Events.

Match Officials means the umpires, scorers, timers, bench managers and any other official appointed by the League to support the conduct of the match

Match Statistics mean data, statistics or information relating to Matches and netball performances, including those collected by or for, or in the possession or control of the Club, including but not limited to the Match result, number of goals scored, centre passes won and lost, turnover of possession and penalties.

Member Organisations means the Netball Associations who are members of Netball Queensland Limited (including their respective transferees, successors or assigns). Some but not all the Member Organisations may also be Clubs.

Minimum Venue Standards has the same meaning as in the Operations Manual.

Operations Manual means the operational manual relating to the staging of the League during the Term, as developed, amended and updated from time to time in accordance with clause 27, including the minimum standards in relation to Match day operations, branding, broadcast and media requirements, security requirements and broadcast and sports presentation that the NQ and the Club must ensure that it, its Personnel and the Home Venue complies with in relation to the staging of Matches.

Other Events mean other events or functions organised or controlled by NQ relating, directly or indirectly, to the League, including any official pre-season tournament between Clubs which is organised or sanctioned by NQ, training matches involving Clubs, any all-star type matches involving Players and any ceremonies, awards nights, official dinners or functions organised by NQ. Clubs will be advised with at least six (6) months' notice if the League is to organise any Other events that will incur reasonable financial cost.

Other Matches means any match played by the Club other than a Match or Other Event (which may include training or exhibition matches).

Parties means NQ and the Club and their respective successors and permitted assigns, and **Party** means any one of them and its successors and permitted assigns.

Personal Information has the same meaning as given in the Privacy Act.

Personnel means any personnel engaged by the Club (whether paid or unpaid), including Key Personnel and Club Officials, but excluding Players.

Player means any person who has a current signed Standard Player Contract or Replacement Player Contract with the Club to play for its Club.

Player Points Cap (PPC) refers to the competitive balance mechanism detailed in the Competition Rules, which is designed and implemented to maximise the likelihood of most teams being consistently competitive.

Player Management Policy is a policy developed by NQ in collaboration with coaches involved in the management of players who are also participants in State and National programs which seeks to optimise the outcomes for all programs while prioritizing the athletes' mental and physical well-being.

Player Payments means any payment, consideration, advantage or other benefit provided, directly or indirectly, by the Club (or an Associate) to a Player (or Associate) that relates in any way to:

- (a) that Player's employment or engagement with the Club as a netball player, including salary, Match payments and bonuses; or
- (b) any contract, arrangement or understanding as to whether the Player should join or remain with the Club, including sign on and retention fees;
- (c) Any other documented commitment by the Club (or an Associate) to provide support of any material kind to the player in return for their services as a Netball player.

Policies means policies, guidelines and rules, as developed, amended and updated from time to time in accordance with clause 27, including without limitation those standards, requirements and rules referred to in this Agreement, the Competition Rules, the Operations Manual, the Commercial Manual, the Compliance Rules and the Branding Guidelines.

Premiums means any article that is used to promote a Club Sponsor and its business in connection with the Club and that bears Club Property and bears the sponsor's name, logo or other corporate identification.

Privacy Act means the Privacy Act 1998 (Cth) (as amended).

Privacy Principles means the Australian Privacy Principles under the Privacy Act.

Privacy Laws means any applicable law, statute, regulation, ordinance, code, standard or requirement of any government, governmental or semi-governmental body which relates to privacy, including the Privacy Act and the Privacy Principles, the Spam Act 2003 (Cth) and the Do Not Call Register Act 2006 (Cth), all as amended from time to time.

Queensland Premier League (QPL) is an Association based competition played across Queensland culminating in the winning teams from each Zone playing in a State Finals series.

Product Licensee refers to an entity who is engaged by the League or the Club to product licensed products for the League or Club

Queensland Premier League Competition Rules is the document outlining the rules and operating guidelines relating to the delivery and management of the QPL.

Replacement Player means any person who validly joins the Club from time to time in accordance with the Competition Rules and who has a current signed Replacement Player Contract with the Club.

Replacement Player Contract (Short and or Long Term) means the player contract that must be entered into between the Club and each Replacement Player in the form developed and promulgated by NQ from time to time in the manner set out in the Competition Rules and Collective Player Agreement that has been registered with NQ.

Regular season means the home and away season of the Sapphire Series and does not include any formal pre-season competition, Matches organised by Club, Other Matches or Finals series.

Restraint Area means Queensland including the areas supported by Tweed and Murwillumbah Netball Associations, respectively.

Restraint Period means a period of two years, or some lesser term as decided in a Court of law, from expiration or termination of this Agreement, whichever is applicable.

Rival Competition means a netball competition that is the same as, like, or in competition with, the League. For avoidance of doubt, this excludes the ANL.

Ruby Series means the competitions directly underpinning the Sapphire Series. The Ruby Series will be split into two sections – South and North. All Ruby Series teams will have a direct link to a Sapphire Series Club.

Season means the period NQ sets aside for the conduct of the League within any 12-month period, including the Finals Series and any pre or post season tournament or knockout competition or Matches organised and/or sanctioned by NQ.

Standard Player Contract means the standard individual employment contract to be entered into between the Club and each Player in the form developed and promulgated by NQ from time to time in the manner set out in the Competition Rules.

Team refers to the playing squad of ten (10) who participate in Matches during the regular season or Other Matches

Term means the term of this Agreement starting from the date it is signed by all Parties and expiring on 31 October 2021, unless it is terminated earlier in accordance with clauses 3.4, 18 or 19 or renewed in accordance with clause 20.

Variation is a change or proposed change to an existing policy or regulation pertaining to the League or operation of the League

Variation Notice is the form required to be completed by the League and provided to the Clubs as part of the collaboration process.

Venue Agreement means the agreement between the Club and the venue in relation to the staging of Matches at the venue.

Wilful Misconduct means any act or failure to act which was a deliberate and wrongful act or omission or involved reckless disregard or wanton indifference to the likely consequences.

2.2 In this Agreement:

- any use of the word 'includes' or words such as 'for example' or 'such as' do not limit anything else that is included in general speech;
- a reference to this Agreement or any other document includes a reference to this Agreement or any other document as amended or replaced and notwithstanding any changes in the identity of the Parties;
- 'business day' means a day that is not a Saturday, Sunday or public holiday in Brisbane; and
- where NQ's consent or approval is required, unless the relevant clause provides otherwise, it may be withheld or given subject to terms or conditions in NQ's discretion and is not effective or valid unless expressly given in writing by or on behalf of NQ.

2.3 If there is any inconsistency between a term or clause of this Agreement and a term or clause of a Schedule or a Policy, the term or clause of this Agreement governs to the extent of that inconsistency.

2.4 Where this Agreement provides that a final decision rests with NQ then, subject to clause 27, that means that NQ's discretion with respect to that decision is final.

2.5 The provisions contained in the Schedules have the same effect as if set out in the body of this Agreement.

3. GRANT OF LICENSE

3.1 NQ grants the Club a non-exclusive licence to enter a Team into the League for the Term on the terms of this Agreement and will include the three (3) full seasons of the League.

3.2 The Club acknowledges and agrees that:

- this Agreement and its current right to participate as a Club in the League does not create a right or expectation of continued participation by the Club if the terms of this Agreement are not strictly complied with;
- the licence granted is subject to an annual compliance review in accordance with clause 18; and
- the Club will work collaboratively and proactively with its Aligned Associations to provide development opportunities for athletes, coaches and umpires from those aligned Associations.
- Each Club will pay an annual Sapphire Series license fee of \$32,500 (ex GST) per team per year, which will be paid in five (5) instalments on the 15th of each month from May to September inclusive annually. Netball Queensland will invoice Clubs accordingly.
- For entry into the Ruby Series' Clubs will pay a license fee of \$5000 (ex GST) per team per year, which is to be paid in one payment by May 31 annually. Netball Queensland will invoice Clubs accordingly.

3.3 Each of NQ and the Club represent and warrant for the benefit of the other that:

- it has the corporate power to own its assets and to carry on its business as it is now being conducted;
- it has full power and authority to enter into and perform its obligations under this Agreement; and
- it has taken all necessary action to authorise the execution, delivery and performance of this Agreement and the Policies.

3.4 NQ may, after consultation with Clubs in accordance with clauses 3.6 and 27 but subject to clause 20.3, review and vary the structure and format of the League during the Term, including:

- the scheduling and rescheduling of the date, time and location at which Matches are played;
- the timing of the Season each year; and
- allowing a vacancy caused by a termination of a Club's licence to continue until the end of the Season or the duration of the Term and granting a new licence to replace a terminated Club for the duration of the Term,

provided that any decision by NQ to materially alter the structure of the League or the timing of the Season each year, where the alteration will, in the reasonable opinion of the Club, materially adversely affect the Club's participation in the League, shall allow the Club to terminate this Agreement by giving notice in writing to NQ (with any such notice taking effect seven (7) days after the conclusion of the Final Series in any Season that may have commenced at the time of NQ's alteration decision). For the avoidance of doubt, termination by the Club under this clause will not entitle either Party to a claim for any loss or damage against the other Party.

3.5 The Participating Clubs in the inaugural Sapphire Series Term are:

- Bond University Bull Sharks
- Brisbane North Cougars
- Carina Leagues Club Tigers
- Jets Netball
- Thunder
- Northern Rays
- QUT Wildcats

3.6 The participating Clubs in the inaugural Ruby Series – South will be:

- Bond University Bull Sharks
- Brisbane North Cougars

- Carina Leagues Club Tigers
- Darling Downs Panthers
- Jets Netball
- Thunder
- QUT Wildcats

3.7 The participating Clubs in the inaugural Ruby Series – North will be:

- Marlin Coast Marlins
- Magnetic North Steelcats
- Whitsunday Sharks

3.8 The consultation process referred to in clause 3.4 will include a reasonable opportunity for Clubs to seek and receive information and discuss issues, options and views with NQ.

4. **NQ GENERAL OBLIGATIONS**

4.1 NQ has the power and agrees to:

- regulate, administer, promote and commercially exploit the League (including without limitation, opportunities to optimise revenue from League Property);
- host matches at what is currently referred to as the Brisbane Arena, including the Finals Series, pay the venue costs and the costs of marketing and promotion of these matches;
- maintain the professional standards of the League, including through (subject to clause 27) the formation, setting and modification of policies, standards and requirements in relation to play, match presentation, umpiring, broadcast and the staging and conduct of home Matches (including Minimum Venue Standards);
- assist each license holder to recruit and employ the Head Coach, Assistant Coach, Physical Performance Coach and Operations Manager for each Club;
- coordinate and pay for the air travel of teams and match officials where such is required to participate in the League and any official League Pre-season event;
- manage the allocation, development, performance reviews and payment of all match officials associated with the League;
- implement and enforce this Agreement and all Policies including the Operations Manual, the Commercial Manual and the Competition Rules, including through the application of the compliance rules, procedures and/or sanctions described in the Commercial Manual, the Competition Rules or any other Policy or in clause 19 of this Agreement;
- ensure that it has enough, suitable and qualified personnel to enable it to meet its obligations under this Agreement;
- determine the Match schedule in accordance with the Competition Rules for each Season in consultation with the Clubs (who shall be given an opportunity to submit scheduling preferences for hosting home rounds, if they choose to host home rounds);
- secure and service League partners;
- provide and manage the League website and manage the links to Club websites;
- provide access to and training for relevant Club staff and players to the NQ- provided Athlete Management System (AMS);
- provide live streaming, video match capture and data coding of all matches and provision of such in a timely manner to teams following each game;
- provide a Brisbane based League pre-season competition for all Clubs to participate in;
- delivery of the Sapphire Series awards night;

- establish and hold meetings with the Clubs (or their nominated representatives) in accordance with clause 13.1;
- conduct a season review of the League and provide the Club with a copy of that review, including a Financial Summary and related financial information in a format like that as the Club is required to provide to NQ under this Agreement;
- comply, and ensure its personnel comply, with all applicable standards, awards, laws and regulations (including workplace health and safety laws and consumer protection laws).

5. CLUB GENERAL OBLIGATIONS

5.1 The Club must:

- contract players using only the Standard Player Contract or Replacement Player Contract (Short or Long Term) in line with the limitations imposed by the Player Points Cap (PPC);
- lead and manage the recruitment process for all Club staff including, but not limited to Head Coach, Assistant Coach, Physical Performance Coach and Operations Manager;
- employ or engage team support staff, utilising the employment contract templates provided by the League and adhere to the minimum payment requirements for each role, where applicable as described by the League. This is to ensure players are provided with an appropriate ([Appendix 6](#)) level of support commensurate with the standard of competition;
- ensure that it has enough, suitable and qualified operational and management personnel to enable it to meet its obligations under this Agreement;
- participate in all Matches in accordance with the Match schedule provided by NQ each year and in Other Events as directed by NQ (following consultation with the Clubs);
- subject to the terms of this Agreement and the League Commercial Manual, use its best efforts to contract Club Sponsors and to maximise commercial revenues;
- provide an allocation of uniforms to players and staff of the Club appropriate to meet all training, playing and promotional requirements for year;
- develop a strong fan base through the delivery of effective marketing, digital and fan generation strategies;
- manage the delivery of 400 hours per year of Club player appearances to the Aligned Associations, to maximise the promotion of netball and the Club;
- Coordinate the delivery of the Club coaching staff's engagement with and support of the development of coaches within the Aligned Association(s);
- to promote the Club's matches through Aligned Associations and proactively deliver strategies to ensure high levels of viewership both live at venue and via live stream;
- liaise with and co-operate with NQ contractors, agents and employees where required by NQ to achieve the objectives of this Agreement, including League Partners and official Product Licensees;
- obtain and maintain all rights, consents and authorisations necessary to participate in the League and to comply with this Agreement, and provide NQ with copies on request;
- comply, and ensure its Personnel comply, with:
 - this Agreement and all Policies, including the Competition Rules, the Operations Manual, the Commercial Manual and the Branding Guidelines;
 - all applicable standards, awards, laws and regulations (including occupational health and safety laws and consumer protection laws);
 - all directions of NQ (acting reasonably) within the scope of this Agreement or any of the Policies;
 - ensure that all Personnel and any other person permitted or authorised by the Club to be associated with the Club or any of the Players meet the standards required by the Policies;

- obligations around player and or coach participation in State or National programs as outlined in clause 6;
 - to honour all obligations as outlined in any agreement with the Club's partner organizations.
- 5.2 For the avoidance of doubt, the Club shall bear all its costs and expenses arising from the Club participating in the League and Other Events as directed by NQ except to the extent that NQ expressly assumes responsibility for any such costs or expenses under this Agreement as described in 4.1.
- 5.3 The Club shall have the right to organise Other Matches involving the Club, provided that no third parties (including Club Sponsors and League Partners) may be involved in the broadcast, sponsorship or any other commercialisation of such Other Matches unless the Club has obtained the prior written approval of NQ (not to be unreasonably withheld if NQ is satisfied that there is no conflict with the League or any commercial arrangement in respect of the League).
- 5.4 Clubs may have the option available to them to manage and commercially exploit the Queensland Premier League (QPL) or equivalent Competition played within their designated catchment area. Clubs who choose to undertake this will deliver the QPL competition at a minimum to the standards and protocols outlined by NQ.

6. PLAYERS SELECTED IN STATE OR NATIONAL PROGRAMS

- 6.1 The Club acknowledges that NQ:
- retains ownership over the State High Performance programs; and
 - has final right of approval for the appointment of the Head Coach, Assistant Coach, Physical Performance Coach and Operations Manager of each Club, which will not be unreasonably withheld.
- 6.2 If any Player is selected to compete for a Queensland representative squad:
- NQ must provide formal written (email is suitable) notice as soon as reasonably practicable to the Club;
 - the Club must release and make such Player available to participate in the match(es) in which such representative sides compete and follow any player injury prevention and management programmes and attend any camps, conditioning and training sessions, media conferences, promotional activities or other official functions in relation to those matches on notice from NQ acting reasonably and otherwise fully co-operate with NQ with respect to such representative sides and matches and related functions;
 - any restrictions on availability of the Player for the Queensland squad or Club, in the Competition Rules, will apply;
 - the Club coaching staff and NQ coaching staff are required to work collaboratively in the best interest of the player, as outlined in the Shared Player Management Policy available on the Netball Queensland Website

7. MATCH AND VENUE OPERATIONS

- 7.1 NQ is responsible for the:
- development, enforcement and (subject to clause 27) amendment of the Operations Manual; and
 - conduct of Matches (including finals) in accordance with this Agreement and all Policies including the Competition Rules, the Operations Manual, the Commercial Manual and the Branding Guidelines;

- staging of all Matches at the Brisbane Arena in accordance with the annual Match schedule;
- 7.2 Clubs who are based in any one of the following major regional centres (Cairns, Townsville, Mackay or Rockhampton) will have the option of playing half of their regular season games in their home venue. The following conditions will apply in this instance:
- The Club will be responsible for all costs associated with hosting the match, in accordance with the match hosting guidelines relevant to the Sapphire Series;
 - The Club will retain all revenue generated through hosting their home matches.
- 7.3 The remainder of the Clubs in the League will have the option of hosting two home games per season at an approved venue. The same conditions as outlined in 7.2 will apply.
- The hosting Club will be responsible for all costs associated with hosting the match, in accordance with the match hosting guidelines relevant to the Sapphire Series;
 - The Club will retain all revenue generated through hosting their home matches;
 - Metropolitan based Clubs will not have the option of hosting home games at the Brisbane Arena.
- 7.4 When hosting home games, the home team will also be responsible for the additional cost of live streaming the match using the NQ contracted broadcast partner or their assignee.

8. COMMERCIAL RIGHTS

- 8.1 NQ owns and retains the exclusive right to commercially exploit the:
- Live stream, highlights and promotional video content;
 - Other Intellectual Property of the League, which may be current or developed during the Term of this Agreement;
 - League Sponsorship Rights;
 - Match Statistics;
 - All commercial rights in respect of the League hosted Home and Away games and Finals Series (including sponsorship, broadcasting, ticketing, corporate hospitality, licensing, sale of goods at retail and other merchandising) except as outlined in [7.2](#) and [7.3](#);
 - Other Events associated with the League, including but not limited to the pre-season event; and
 - Rights granted to or reserved by NQ or the League under any Policy including the Commercial Manual.
- 8.2 The Club must ensure, to the extent that such matters relate to the Club or an Associate of the Club, that NQ and the League Partners obtain the rights and benefits set out in clause 8.1 and any Policy including the Commercial Manual. Without limiting the foregoing, the Club will follow all reasonable directions and implement the strategies of NQ in relation to digital assets and digital media, including those strategies and requirements of the NQ media League Partners.
- 8.3 The Club may exploit the following Club Commercial Rights in accordance with this Agreement and all Policies including the Commercial Manual and Branding Guidelines or as otherwise agreed in writing between the Parties:
- (a) Club sponsorship rights;
 - (b) Club licensing rights; and
 - (c) any other rights and benefits granted to or reserved by Clubs under the Commercial Manual (or otherwise agreed in writing between the Parties).
- 8.4 In exploiting the Club Commercial Rights, the Club:

- a) must not grant any of the rights referred to in clause 8.1 (including commercial, promotional or advertising rights of any nature), except as described in 7.2 and 7.3;
- b) must promote the League Partners along with Club Sponsors as per the conditions of the Commercial Manual;
- c) shall ensure that its Players actively promote League Partners;
- d) shall provide match day access to Players, Club Officials and Key Personnel for broadcast and other interviews;
- e) shall use best efforts to prevent ambush marketing of the League Partners and immediately notify NQ of any incidents of ambush marketing;
- f) will obtain the prior written consent of NQ for each Club Sponsor (excluding corporate hospitality sales to individuals or entities which have no benefits or rights except hospitality), which consent will not be withheld by NQ unless:
 - 1. circumstances where the appointment of the Club Sponsor will give rise to a breach, or conflict, with any term of this Agreement or any Policy; or
 - 2. circumstances where the proposed Club Sponsor's association with the Club (if it was to have an association with the Club) would be likely to, in NQ's reasonable opinion, bring the League into disrepute, scandal or ridicule;
- g) must not appoint or grant rights to a Club Sponsor in any category defined as Exclusive in the Commercial Manual;
- h) shall ensure that sponsorship rights packages granted to Club Sponsors are granted in accordance with the Commercial Manual (or as otherwise approved in writing by NQ);
- i) must notify NQ immediately in writing upon becoming aware of any breach or possible breach of this clause 8.4 together with full details and any information required by NQ in relation to the breach;
- j) shall take any action reasonably required by NQ at the Club's cost to rectify a breach of this clause 8.4 including termination of any agreement which is inconsistent with the Club's obligations under this Agreement; and
- k) must ensure each Club Sponsor complies with the requirements of this Agreement and the Policies so far as they apply to broadcasting, sponsorship and intellectual property licensing and ownership.

8.5 The Club acknowledges and accepts that any commercial rights not expressly granted to it pursuant to under this Agreement or in the Commercial Manual, are hereby reserved for exploitation by NQ (unless otherwise agreed).

8.6 The obligations of the Club contained in clauses 8.4g and 8.4h shall be subject to the rights granted by the League:

- (a) in respect of any sponsorship agreements existing and approved by NQ in writing prior to the commencement of this Agreement to the extent and only to the extent of the sponsors and the rights referred to in the Commercial Manual; and
- (b) to Club Sponsors which have been approved by NQ during the Term.

For avoidance of doubt, this exception does not apply to any variation, renewal or extension of those arrangements or rights other than a "roll over renewal". For the purpose of this clause, "roll over renewal" means a renewed agreement where the terms of the renewed agreement are substantially identical to the terms of the original agreement, excluding the period of the agreement, any benefits in relation to hospitality and ticketing and any variations in the sponsorship fee.

9. INTELLECTUAL PROPERTY

9.1 The Club must obtain NQ's prior written approval to the inclusion of items and categories as Club Property, which approval shall not be unreasonably withheld if in NQ's opinion, the item or category does not conflict with League Property, League Commercial Rights or any rights granted to League Partners.

9.2 The Club:

- acknowledges that NQ owns all right, title and interest in League and Club Property;
- presently assigns to, or consents to the assignment to, NQ in perpetuity all existing and future Intellectual Property Rights held by the Club in Match Statistics;
- for itself and on behalf of Players and Personnel, in relation to any moral rights any of them may have in relation to Club Property or Match Statistics, consents to NQ performing all acts necessary or desirable to enable NQ to fully exploit Club Property or Match Statistics, and to NQ not attributing any of them as authors of Club Property or Match Statistics. Where necessary, the Club will procure all waivers of moral rights from its Players and Personnel which may be necessary to give effect to this clause;
- must not use any League Property (except the Match Statistics in accordance with this Agreement) without the prior written consent of NQ;
- may use and reproduce, and permit third parties to use and reproduce, Club Property after seeking approval from NQ, which will not be unreasonably withheld, provided such use and reproduction complies with any applicable requirements set out in this Agreement and all Policies including the Branding Guidelines;
- may not use or reproduce Club Property in relation to any other netball match or competition (including any Rival Competition), unless otherwise approved by NQ in writing; and
- must notify the NQ of Licensed Products as they are developed from time to time.

9.3 The Club warrants that:

- no Intellectual Property Rights (including moral rights) of any person will be infringed by Club's use of Club Property, including through sub-licences to League Partners or official Clubs for use in relation to Licensed Products; and
- it will not take any steps that may prejudice NQ's ownership of League and Club Property, including by not objecting to NQ's registrations.

9.4 NQ:

- grants to the Club a non-transferable, non-exclusive, royalty free licence to use and reproduce the Club Property during the Term for any purpose related to conducting or promoting the Club, the League, promoting the sport of netball generally or performing its obligations or exploiting its rights under this Agreement, including the right to grant sub-licences;
- NQ must, at its expense, seek and maintain trade mark protection for all or any part of the Club Property which is capable of such protection; and
- must, if it learns or believes that any unauthorised person is infringing or threatening to infringe the Club Property (or any person is alleging or claiming whether in writing or otherwise that the use of the Club Property by the Club or NQ infringes on any third party rights), immediately notify the Club and confer with Club about what action should be taken;
- must use Club Property, and must ensure that any third party to which it sub-licenses its rights (or which it otherwise permits) to use Club Property, uses that Club Property in accordance with the Branding Guidelines provided by NQ prior to the commencement of this Agreement or any later Brand Guidelines provided by NQ which is consistent with this Agreement and the Policies;

- grants the Club a non-transferable, non-exclusive royalty free licence to use and reproduce the Match Statistics:
 - (i) during and after the Term for internal or non-commercial purposes; and
 - (ii) during the Term for use solely in connection with the exploitation of Club Commercial Rights in accordance with this Agreement;
- grants the Club a non-transferable, non-exclusive licence to use and reproduce League Property on Licensed Products during the Term in accordance with clause 10 and all Policies including the Branding Guidelines and the Commercial Manual and otherwise in accordance with any reasonable instructions of NQ.

9.5 The Club must ensure a Club Sponsor:

- may use Club Property at their assigned designation during the Term solely to promote the association between Club Sponsor and the Club;
- must always use Club Property in accordance with all Policies including the Branding Guidelines and the Commercial Manual and otherwise in accordance with any reasonable instructions of NQ;
- has the non-exclusive right to produce and distribute Premiums for the sole purpose of advertising and promoting their business and their sponsorship of the Club provided that:
 - (i) Premiums are always distributed free of charge and in accordance with any guidelines set out in the Commercial Manual;
 - (ii) a sample of the Premiums is provided to NQ for prior written approval and if no response is received from NQ within 5 business days of the Premium being provided to NQ, written approval of the Premium will be deemed; and
- must not use League Property nor imply any association with NQ or the League generally.

10. LICENSING AND MERCHANDISING PROGRAM

10.1 Subject to clause 10.2, the Club has Club Licensing Rights, which are the right to use and make use of Club Property during the Term in, on or in respect of the production and sale of Licensed Products, merchandise and memorabilia.

10.2 The Club may:

- develop a Club based licensing and merchandise program to retail Licensed Products in accordance with this Agreement, the Commercial Manual and the Brand Guidelines. All merchandise products must be approved by NQ prior to production and sale, which approval will not be unreasonably withheld;
- only appoint and manage Product Licensees who are specialists in their respective categories, ensuring the licensing and merchandising program is created with quality Product Licensees;
- only appoint Product Licensees in the specific categories set out in the Commercial Manual (and not use or permit the use of Club Property in any other category unless agreed in writing by NQ manage the retail of Licensed Products through Club related and controlled channels including venue concessions and any online platforms (if any));
- not enter into any agreement, arrangement or understanding to license or exploit Club Property in respect of products, merchandise or memorabilia, except in accordance with this clause; and
- comply (and ensure that every third party involved in the Club's licensing and merchandising program, including the Club's Product Licensees, suppliers and sponsors, complies) with the all requirements in this Agreement, the Commercial Manual and the Brand Guidelines relating to the licensing, production and sale of Licensed Products.

11. MARKETING, MEDIA AND COMMUNICATIONS

11.1 NQ is responsible for:

- and agrees to administer the live stream broadcast for games played at the Brisbane Arena, marketing and promotion of the League including the development of a comprehensive marketing, media and communications plan for the League.
- Clubs note that for matches hosted by Clubs in approved venues, the home Club must engage the NQ live stream broadcast partner or their assignee at the Club's own cost;
- handling all media enquiries that relate to NQ or the League generally; and
- the creation and maintenance of a League website to be the exclusive home of the League, which will contain links to each Club's own web page.

11.2 The Club must:

- actively participate in and support the League marketing program and League Partners;
- develop and execute approved marketing, media and communication plans that focus on the promotion of the Club, the League and Netball generally;
- to the maximum extent permitted by Privacy Laws, request consents from the Club's members, spectators and Clubs in any Club membership programme whose details are contained in the Club databases, to the disclosure to NQ of their Personal Information held by the Club for use by NQ for registration, research and statistics and direct marketing in relation to the League (and, subject to Privacy Laws, provide NQ with access to such information). Prior written notice must be given to the Club before any direct marketing is undertaken in accordance with this clause;
- handle all media enquiries that relate to the Club specifically and co-operate with local media to promote Matches;
- produce regular, up to date and accurate content for display on the Club website and other communications as required;
- assist NQ, and not do anything that would jeopardise NQ's ability, to fulfil its responsibilities under clause 11;
- use the current and correct name of the League whenever referring to it in any communications; and
- maintain at the Club's cost a Club website in accordance with any structure, process or requirement specified by NQ from time to time, that meets the minimum guidelines as prepared by NQ and advised to Clubs, including any requirement to enable NQ to draw content out of the Club website for use on the League website and apps. For the avoidance of doubt NQ will provide and pay for the League website and create links to each Club's individual website for which the Club will be responsible for costs and management.

11.3 Each Party must, in relation to any Personal Information obtained by the Party from the other Party in connection with this Agreement, comply with Privacy Laws and:

- not use or disclose Personal Information or engage in any activity or practice that would breach the Privacy Laws;
- comply with Privacy Laws in the handling (including collection, use, disclosure, accuracy, security, access and correction) of Personal Information; and
- ensure that all its officers, employees, contractors and agents who deal with Personal Information are made aware of the obligations of each Party under this clause 11.3.

11.4 Each Party must use best endeavours to satisfy the requirements of League Partners and to maximise the benefit of the Broadcast Rights and the League Sponsorship Rights.

12. REVENUE AND EXPENSE ARRANGEMENTS

12.1 In order to assist with the achievement of the objectives of this Agreement and the League contained in the Objectives of the League (clause 1.3) and to meet its obligations under this Agreement, including centralised administration, NQ will:

- retain all revenue received from the exploitation of the League Commercial Rights; and
- meet the expenses and costs of:
 - a) centralised administration, including operation of the League and NQ marketing, media and communications expenses;
 - b) flights for the Players and Team Officials for a party of up to 14 for one official League pre-season event and regular season matches. For the avoidance of doubt this does not include Other matches the Club may organise;
 - c) umpires' payments, allowances, preparation and travel and accommodation costs;
 - d) Employment and remuneration of the Operations Manager for each Club;
 - e) Employment of NQ Executive and Operational staff to manage the Sapphire Series;
 - f) Securing and servicing League commercial partners;
 - g) Marketing and promotion of the Sapphire Series;
 - h) Coordinating live stream broadcast for games played at Brisbane Arena;
 - i) Provision of platform for League website which will link to each Club website;
 - j) Provision of access to and training in the use of an Athlete Management System (AMS) to all teams and access for team staff and players;
 - k) Game day video and distribution of footage to teams for performance analysis purposes for games played in the Sapphire Series;
 - l) Management of Sapphire Series match day workforce for games played in the Brisbane Arena;
 - m) Delivery of the pre-season competition and finals series;
 - n) Delivery of the Sapphire Series awards night.

12.2 The Club:

- other than as provided in this Agreement, must cover its obligations under this Agreement and all expenses and costs associated with its participation in the League and compliance with this Agreement, including all administration, operational and Match day costs, including but not limited to the following:
 - (i) In line with clause 18.1(a) over three years commit to the diversification of the Club revenue streams in line with the targets established in the annual review process described in [Appendix 3](#);
 - (ii) Manage the recruitment and employment process [Appendix 2](#), using the Position Descriptions as described in [Appendix 4](#) provided by NQ for all team staff and engage NQ personnel at the final stages of appointment;
 - (iii) Employment and remuneration of all Team staff, except for the Operations Manager
 - (iv) Provision of team uniforms to players and staff;

- (v) Facilitate and/or provide access to appropriately qualified allied health professionals (physiotherapy, nutrition, podiatry, sports medicine, psychology and massage) to support players as described in [Appendix 6](#)
- (vi) Operational and financial management of the team(s) in the underpinning Ruby Series – South competition. Teams participating in the Ruby Series North Competition will operate independently of the Club, but be aligned to a Club;
- (vii) NQ and the Clubs will discuss in good faith the management and revenue distribution related to the management of the relevant Queensland Premier League competition involving the Aligned Associations;
- (viii) Acquiring and managing the financial resources necessary to support the Club including securing and servicing commercial partners;
- (ix) Develop, fund and execute Club marketing and promotion including managing the content on the Club website, social media content creation and player appearances;
- (x) Coordinate, promote and sell Club merchandise and products at Club's discretion.

12.3 At the completion of the season, Netball Queensland will distribute 20% of ticket revenue purchased through the online ticket system. Patrons will be asked to nominate their team of choice, which will determine the revenue distribution to each Club. For the avoidance of doubt, ticket revenue distribution will not occur for tickets sold at the venue.

12.4 If any sum payable to NQ by the Club remains unpaid after the due date, NQ may set off the unpaid sum against any amount that may be payable to the Club by NQ.

13. MEETINGS AND RECORDS

13.1 NQ will organise and hold:

- meetings with the Clubs at least twice a year to discuss strategic issues in relation to the League including the following matters, and any other matter which Clubs request to put on the agenda prior to calling the meeting:
 - (i) the League's status and progress, including reports from NQ on the strategic business plan, annual budget and commercial performance and forecasts, key league metrics as described in Appendix 3 and season review, which may be altered from time to time by the League;
 - (ii) discuss the performance of the League and the Clubs in relation to the achievement of the objectives of this Agreement;
 - (iii) any issues or potential problems;
 - (iv) any planned changes to the League that in the opinion of NQ or the Clubs are of a material or substantial nature;
 - (v) any future initiatives or proposals;
 - (vi) any review of operational League documents and Policies; and
 - (vii) general reports as received from each of the Clubs.
- such other meetings as and when required by NQ to discuss specific areas, including Match and venue operations and marketing, media and communications.

13.2 NQ must:

- provide the Club with at least 21 days' prior written notice of all meetings under clause 13.1 and a copy of the agenda and papers for all meetings at least 14 days beforehand;
- provide the Club at the meetings referred to in 13.1 above with its general marketing, budget and financial information that, in NQ's opinion, is relevant to the Club's participation in the League including the likelihood of the League making a surplus/profit for the current year; and
- if it requests the Club to attend any meeting or training session, arrange or meet the reasonable travel costs of the invited attendees when the distance from their Club's home base is more than 100km from the meeting location.
- ensure that its representatives attend the meetings arranged under clauses 13.1 and 13.2;
- keep adequate records, documents and accounts in enough detail to enable its compliance with this Agreement to be verified;
- keep adequate records, documents and accounts in enough detail to enable NQ to demonstrate achievement against key performance metrics as described [Appendix 3](#);
supply financial accounts in a format and level of detail suitable to demonstrate its revenue and costs associated with operation of the Sapphire Series, and by the same dates as required from Clubs, under this Agreement.

13.3 The Club must:

- ensure that its representatives (or appropriate delegates) attend the meetings arranged under clauses 13.1 and 13.2;
- keep adequate records, documents and accounts in enough detail to enable its compliance with this Agreement to be verified;
- keep adequate records, documents and accounts in enough detail to enable the Club to demonstrate achievement against key performance metrics as described in [Appendix 3](#);

14. CONFIDENTIALITY

14.1 The Club acknowledges that Confidential Information of NQ, and information about the League, is of great value and importance to NQ such that the unauthorised use, disclosure or duplication of it would result in significant harm to NQ and the League. NQ acknowledges that Confidential Information of the Club is of great value and importance to the Club such that the unauthorised use, disclosure or duplication of it would result in significant harm to the Club.

14.2 Each Party:

- may use Confidential Information of the other Party solely for the purposes of this Agreement;
- except as permitted under clause 14.2(c), must keep confidential all Confidential Information of the other Party;
- may disclose Confidential Information of the other Party only:
 - to employees who:
 - as required by law or stock exchange regulation; or
 - to professional advisors, including lawyers and accountants.

- 14.3 Even though information is the Confidential Information of a Party, the other Party is not obliged to comply with clause 14.2 in relation to that Confidential Information if:
- the Confidential Information becomes public knowledge during this Agreement; or
 - the other Party became aware of that Confidential Information from a third person, or
 - in circumstances where there was no breach of any obligation of confidence.

15. DISCIPLINARY PROCEDURE

15.1 The Parties agree to all Player, Club Official and Key Personnel disciplinary matters being dealt with in accordance with the disciplinary procedures contained in any of the Policies including without limitation the Competition Rules.

15.2 Without limitation to the above, the Parties agree that:

- NQ may refer an allegation to any person or persons determined by NQ (including an independent person or panel) for investigation or determination under the procedures set down in the Policies or by such other procedure and/or persons as NQ considers appropriate; and
- NQ may keep submissions, reports and decisions confidential.

15.3 Each Club also has the right to develop its own internal disciplinary procedure and policy.

16. DISPUTE RESOLUTION

16.1 **Dispute Notice:** A Party may, at any time while there is a Dispute, give written notice (**Dispute Notice**) to the other Party specifying the subject matter of the Dispute and requiring that they meet within 10 business days after delivery of the Dispute Notice, to attempt to resolve the Dispute (**Dispute Resolution Meeting**). For the avoidance of doubt, where any Dispute arises between the Parties, the Parties shall continue to perform their obligations adopting NQ's interpretation thereof pending determination of the Dispute under this clause. Without creating any legal obligation NQ records its intention to interpret this Agreement consistent with the objectives in clause 1.3.

16.2 **Dispute Resolution Procedure:** If the Parties fail to resolve the Dispute at the Dispute Resolution Meeting, or if a Party fails or refuses to attend the Dispute Resolution Meeting within the 10 business day period referred to in clause 16.1, or at the time and venue agreed in writing between the Parties, the Parties will immediately be deemed to have submitted the Dispute for resolution in accordance with the Dispute Resolution Procedure set out in [Appendix 1](#).

16.3 **Legal Proceedings:** The submission of NQ and the Club to the exclusive jurisdiction of the Dispute Resolution Procedure under clause 16.2 may be pleaded as an absolute bar to any legal proceedings, suit or action that may be brought by one party against the other party in a court of law (other than proceedings seeking urgent interlocutory relief).

17. INSURANCE

17.1 NQ will obtain and maintain such insurances as it considers to be reasonable in respect of its overall management and commercial exploitation of the League and upon request provide evidence of the existence of all relevant policies held by the NQ in respect of the League to the Clubs. For the avoidance of doubt, players participating in the Sapphire Series will be covered by the same insurance as is provided to all NQ registered community participants, which may change from time to time. For

the avoidance of doubt, player insurance provided to players in the Suncorp Super Netball League (or equivalent national competition) will not apply to players in Sapphire or Ruby Series.

17.2 NQ and the Club will also ensure that their respective sub-contractors (including League Partners, Service Providers, Contractors and Club Sponsors) operating within the venue before, during or after a match have suitable insurance cover in place for public liability and workers' compensation insurance as may be required by law.

17.3 The Club must during the Term:

- provide, on NQ's request, evidence satisfactory to NQ of the existence, currency and contents of the following insurance policies: general/public liability; Directors' and Officers' insurance; professional indemnity; workers' compensation insurance if Club employs staff or volunteers in addition to the personnel listed in Clause 12.1.d and 12.1.e
- NQ will upon request introduce the Club to an appropriate insurance provider to assist in securing adequate cover.

17.4 The Parties agree that they must, as soon as practicable, inform each other in writing of any occurrence that may give rise to a claim involving the other Party under a policy of insurance required by clause 17, and must keep the other Party informed of all subsequent developments.

17.5 To the extent permitted by law, save as set out in clause 17.6, neither Party will be liable to the other Party in any circumstances for any Consequential Loss arising out of or in connection with this Agreement.

17.6 Nothing in clause 17.5 excludes or limits a Party's liability:

- in respect of the death or personal injury of any person, third party property damage or breach of third-party Intellectual Property Rights (including a breach of clause 9.3a); or
- for a deliberate breach of this Agreement or any Willful Misconduct; or
- in respect of penalties, fines or liquidated damages specified in or determined under this Agreement or any Policy.

18. ANNUAL REVIEW

18.1 On an annual basis, NQ will review the Club's licence for compliance and performance purposes. The review will cover the points outlined in the Club's obligations under clauses 5 to 13 inclusive.

- The review document is provided in [Appendix 3](#) and will be provided electronically to all Clubs.
- In addition to the review document the Club will provide a representative(s) to meet with NQ in person to answer any NQ questions in relation to compliance with any obligations outlined in the Policies.

After the conduct of the review, NQ will provide feedback in relation to the Club's overall performance and collectively identify opportunities for growth.

18.2 If within 45 days of receipt of a notice from NQ under clause 18.1 above, NQ is still not satisfied (acting reasonably) that the Club can continue to meet its obligations under this Agreement, NQ may:

- renew the licence on such additional conditions as NQ may deem appropriate, including the requirement of a bank guarantee; or
- terminate this Agreement with immediate effect by giving notice to the Club.

19. BREACH AND TERMINATION

19.1 This Agreement starts on the date it is signed by both Parties and continues for the Term, unless it is terminated earlier in accordance with this Agreement or by agreement.

19.2 The Club acknowledges that high standards of professionalism, presentation and conduct, and the competitiveness of the League, are important to ensuring the growth and success of the League.

19.3 Accordingly, the Club agrees:

- to NQ's application of a system of compliance with respect to the Club's legal, commercial, operational, regulatory or other obligations under this Agreement and under any of the Policies; and
- to be bound by the rules, procedures and sanctions set out in the Compliance Rules.
- In particular, the Club acknowledges and agrees that the sanctions and powers available to NQ under the terms of the Compliance Rules include, without limitation, the power to:
 - Issue a caution or warning; and/or
 - deduct Match points; and/or
 - suspend the Club for a Match or Matches; and/or
 - expel the Club for a finals series; and/or
 - expel the Club for the remainder of the Season; and/or
 - expel the Club from the League; and/or
 - take any other step that NQ considers would be appropriate to take in order to deal justly with the case in question.
 - The Club also acknowledges and agrees that, notwithstanding the provisions of this clause 19.3, NQ reserves its rights under this Agreement in relation to any breach of the terms of this Agreement by the Club (including NQ's rights under clauses 19.3 and 19.4).

19.4 Notwithstanding anything to the contrary in this Agreement, if:

- NQ becomes entitled to terminate this Agreement under clause 19; or
- NQ reasonably considers that the Club is not meeting its obligations under this Agreement and provides written notice of such to Club; and in order to better secure the performance of each obligation owed to NQ under this Agreement, and by way of security, the Club:
 - irrevocably appoints NQ as its true and lawful attorney (with power to appoint and remove from time to time substitutes) of the Club to sign, seal, deliver, execute and do on behalf of the Club and in its name and that of its board of directors or committee of management or otherwise as NQ thinks fit, all deeds, instruments, writings, matters and things whatsoever which NQ thinks necessary or desirable to give effect to the obligations of the Club under this Agreement or the powers and authorities of NQ and also to institute, proceed with, defend or compromise any legal proceedings in the name of or on behalf of the Club and to appeal against or to enforce any judgment or order in them.
 - Nothing in this clause obliges NQ to act under it.
 - To avoid doubt, the appointment of NQ as the true and lawful attorney under clause 19.4 relates only to the Club's participation in the Sapphire Series and does not give NQ any power in relation to any other netball activities undertaken by the Club.

19.5 NQ acknowledges and agrees that the application of an effective compliance regime is also important to the Club and agrees that, in the event of non-compliance by any Club, it will enforce

that compliance regime through a transparent and independent process, including through the application of available sanctions under the terms of this Agreement or Compliance Rules.

- 19.6 If the Club defaults in a material way in fully and punctually performing any obligation contained in this Agreement, NQ may without prejudice to any right, do all things reasonably necessary or desirable in NQ's opinion to make good or attempt to make good that default to the satisfaction of NQ at the Club's cost.
- 19.7 Either Party may terminate this Agreement with immediate effect by giving notice to the other Party if:
- that other Party breaches any material term of this Agreement not capable of remedy;
 - that other Party breaches any material term of this Agreement capable of remedy and fails to remedy the breach within 14 days after receiving notice in writing requiring it to do so; or
 - an Insolvency Event happens to that other Party (whether or not notified).
- 19.8 Each Party must notify the other Party immediately if an Insolvency Event affecting it happens.
- 19.9 In consideration for the rights granted by NQ under this Agreement, the Club covenants that it will not (except with NQ's prior written consent) directly or indirectly, whether solely or jointly with any other person and whether as principal, agent, director, executive officer, employee, shareholder, partner, financier, joint ventures, adviser, consultant or otherwise:
- a) during the Restraint Period and within the Restraint Area, use the Intellectual Property Rights in the Club Property to carry on or be engaged or involved in any Rival Competition; or
 - b) counsel, procure or otherwise assist any person to do any of the acts referred to in clause a), including selling, assigning or licensing the Intellectual Property Rights in the Club Property to any person to do any of the acts referred to in clause 19.9 (a).
- NQ and the Club each acknowledge that the rights granted by NQ to the Club under this Agreement constitute good and valuable consideration for the purposes of clauses 19.9..
- 19.10 NQ and the Club each acknowledge that the covenants given in clause 19.9 are:
- material to each party's decision to enter into this Agreement;
 - fair and reasonable with regard to subject matter, area and duration, and reasonably required by NQ to protect itself; and
 - given for the benefit of NQ and are enforceable by it against the Participant.
- 19.11 While the undertakings in clause 19.9 are considered by the Parties to be reasonable in all the circumstances, if any part or provision of such clauses are held invalid as an unreasonable restraint of trade or for any other reason, but would have been valid if part of the wording had been deleted, or the Restraint Area or the Restraint Period, or the range of activities dealt with reduced in scope, those undertakings will apply with such modifications as may be necessary to make them valid and effective. If there is a breach by the Club of any of the obligations under clauses 19.9 to 19.10 19.11 (inclusive), then NQ will be entitled to equitable relief, including injunction and specific performance, in addition to all other remedies available to it at law, by statute or otherwise.

20. **RENEWAL AND EXTENSION**

- 20.1 Between February 1 and June 30, 2021, the Parties will meet in good faith to discuss:
- a) the proposed format and structure of the League at the expiration of the Term, including the proposed introduction of any new Participant(s);
 - b) the Club's intentions to continue to field a Club in the League after the Term; and
 - c) the terms of the Club's continued participation, including any terms substantially different to the terms of this Agreement.

- 20.2 If the League is to extend beyond the Term and the Club has, in NQ's opinion, met all the requirements of the annual review process each year of the Term, the Club's right to participate in the League will be extended for a further period of three (3) years provided that the terms of continued participation as specified in 20.1(c) are agreed by the Parties.
- 20.3 The number of Clubs in the League is seven (7) for the initial Term of this Agreement, which may be altered by NQ from time to time.

21. CONSEQUENCES OF TERMINATION

- 21.1 On valid termination of this Agreement, the Club's right and licence to enter a Team in the League is immediately cancelled and the Club must:
- immediately cease to use League Property and ensure Club Sponsors cease to use League Property;
 - return all property owned by NQ that is held by it;
 - release Players and ensure all outstanding Player Payments previously agreed to between the Club and the player have been made in accordance with a signed agreement between the Club and the Player;
 - supply NQ with the latest copy of all Financial Accounts and Records as they relate to the Club;
 - immediately cease to participate in the League.
- 21.2 On termination of this Agreement each Party must return to the other Party (or if acceptable to the other Party, verify destruction of):
- a) all Confidential Information of the other Party in material form (e.g. on paper or electronic);
 - b) those parts of all notes and other records based on or incorporating Confidential Information of the other Party;
 - c) all copies of Confidential Information of the other Party and those parts of notes and other records referred to in paragraphs (a) and (b); and
 - d) all property (e.g. equipment, software, manuals and documents) of the other Party, in the first Party's possession or control, except to the extent such information is required for Dispute Resolution Procedures.
- 21.3 At any time after termination of this Agreement a Party must not:
- subject to clause 14, use or disclose to any person any Confidential Information of the other Party;
 - record any Confidential Information of the other Party into any form (including machine readable form); or
 - sell or otherwise transfer any Confidential Information of the other Party.
- 21.4 The Club acknowledges and agrees that at the date of termination of this Agreement, the Club:
- has full liability for all existing operating and administration expenses and contracts, including all outstanding Player Payments or agreed commitments to players, the salaries, entitlements and payments of all Personnel employed directly by the Club or entitlements agreed to between

the Club and the respective Personnel, any office lease or venue hire arrangements and any agreements with Club Sponsors incurred up to that date; and

- has no entitlement to any share in any revenue from the League or any other funding under clause 12 accrued as from that date (but is entitled to such payments on a pro rata basis up to and including that date).

21.5 Termination of this Agreement does not affect any accrued rights or remedies a Party may have.

21.6 Clause 14 (Confidentiality), clause 15 (Disciplinary Procedure), clause 16 (Dispute Resolution), clause 17 (Insurance) and clause 21 (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.

22. REASONABLE RESTRICTIONS

22.1 In pursuit of the objectives of this Agreement as specified in clause 1.3, NQ and the Club have agreed in this Agreement to the:

- Competition Rules that, amongst other things, introduces maximum Club squad sizes and the Player Points Cap (PPC);
- centralisation of the exploitation of certain commercial revenue streams;
- opportunity to centralise employment of identified personnel at standardised rates; and
- equalisation and revenue sharing strategies and economies of scale.

22.2 The Club acknowledges and agrees that:

- the terms of this Agreement impose or may impose restrictions on the Club or the Players in relation to matters connected to the Club's participation in the League; and
- such restrictions are necessary and reasonable for meeting the objectives and protecting the legitimate commercial interests of NQ and that such restrictions do no more than is necessary and reasonable to achieve such objectives and protect such interests.

23. NOTICE

- a) A Party notifying or giving notice under this Agreement must notify in writing, including via email, addressed to,
 - (i) if NQ, the address as specified on the first page of this Agreement, and
 - (ii) if the Club, to the address specified on the first page of this Agreement, or as varied by notice given in accordance with this clause; and
- b) left at or sent by post to that same address in 23.1 (b) or 23.1 (c) as applicable.

23.1 A notice given in accordance with clause 23 will be deemed received:

- if delivered by hand to the recipient's address, on the date of delivery (or, if the date of delivery is not a business day, then the next business day), as long as delivery is acknowledged in writing by the recipient;
- if sent by post, 3 business days after the posting; and

- if sent by facsimile on a working day at the recipient's, on the date of transmission, or if sent on a non-working day at the recipient's, on the next working day (in both cases as long as the sender's facsimile machine records a successful transmission).

24. COOPERATION

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

25. SUBCONTRACTING, ASSIGNMENT AND CHANGE IN CONTROL

25.1 The Club:

- may not assign this Agreement or any right under this Agreement without NQ's prior written consent. NQ will not unreasonably withhold its consent where the proposed assignee is wholly owned and controlled by the Club, provided that the proposed assignee enters into an agreement with NQ under which it agrees to be bound by the Club's obligations under this Agreement and the original Club remains liable to NQ for the performance of the Agreement;
- must ensure that their subcontractors comply with its obligations under this Agreement; and
- is liable to NQ for the acts and omissions of their subcontractors or any employee or agent of their subcontractors as if they were the acts or omissions of the Club.

25.2 Subject to clause 25.3, NQ may not assign this Agreement or any right under this Agreement without the Club's prior written consent.

25.3 NQ may (without consent) assign its rights under this Agreement to any related body corporate of NQ or other entity that will become responsible for the organisation of the League which is under the control of and owned by NQ, provided NQ remains liable to the Club for the performance of this Club Participation Agreement. NQ must enter into an agreement with the assignee under which the Club agrees with the assignee to be bound to the assignee on the terms of this Agreement as if the assignee had been named in this Agreement in place of NQ and NQ remains liable to the Club for the performance of the Agreement.

25.4 Subject to clause 25.3, if there is a Change in Control of a Party without the prior written consent of the other Party:

- the taken-over Party must immediately notify the other Party in writing; and
- the other Party may terminate this Agreement with immediate effect.

26. GENERAL

26.1 This Agreement:

- may be varied only by a document signed by both Parties;
- is governed by the laws applicable in the State of Queensland, Australia;
- is the entire agreement between the Parties as to its subject matter;

- in relation to that subject matter, supersedes any prior understanding, representation or agreement between the Parties, including the information memorandum issued by NQ; and
- does not create a relationship of employer and employee, principal and agent, joint venture or partnership between NQ and the Club.

26.2 Any term in this Agreement that is either wholly or partly unenforceable will be severed to the extent necessary to make the relevant term of this Agreement enforceable.

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

26.4 The Club warrants that it has not entered into this Agreement in reliance on any information, statement, representation, warranty, condition, promise or undertaking, whether express, implied or arising from conduct (including conduct by silence or omission) made or given in the course of tendering, negotiations or otherwise, except to the extent that the representation is repeated in the express terms of this Agreement.

26.5 If during the Term, NQ wants to negotiate a material change to the terms of this Agreement, the Club agrees that it will discuss the requested change with NQ and both Parties must negotiate in good faith in line with [Clause 27](#), for a reasonable period in the circumstances, to agree an acceptable change.

27. CONSULTATION PROCESS AND PROCEDURE FOR VARIATIONS

27.1 The following principles apply with respect to consultation between NQ and the Club under this Agreement and between NQ and Clubs more broadly:

- NQ and the Club will share background information relating to any matter(s) under consideration. The timeframes for circulating information must reflect the nature of the matter(s) being considered and allow time for review and consultation.
- NQ will, where reasonably practical and possible engage with the Clubs in relation to the development, review and implementation of all matters relating to the delivery of the League;
- NQ will undertake an annual review of the League and update of League documents and Policies. This will form part of the annual League planning process between NQ and the Clubs.
- NQ will provide an opportunity for input into agenda items ahead of formal meetings between NQ and Clubs.
- NQ will maintain and circulate records of all formal meetings between NQ and Clubs.

27.2 Without limiting any other clause in this Agreement, NQ shall have the power to make, alter and rescind Policies which are in NQ's opinion consistent with this Agreement and necessary or desirable for the conduct, control, administration, management and promotion of the League, provided that it does so in accordance with the following procedure (unless NQ determines, acting reasonably, that it is unnecessary or impractical having regard to the objectives of this Agreement, the nature of the matter and circumstances as a whole).

28. GST

28.1 In this clause 28, a word or expression defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) has the meaning given to it in that Act.

- 28.2 Any consideration to be paid or provided for a supply made under or in connection with this Agreement, unless specifically described in this Agreement as 'GST inclusive', does not include an amount on account of GST.
- 28.3 If a payment is calculated by reference to or as a specified percentage of another amount or revenue stream, that payment shall be calculated by reference to or as a specified percentage of the amount or revenue stream exclusive of any GST component.
- 28.4 Despite any other provision in this Agreement, if a Party (**Supplier**) makes a supply under or in connection with this Agreement on which GST is imposed (not being a supply the consideration for which is specifically described in this Agreement as 'GST inclusive'):
- (a) the recipient of the supply (**Recipient**) must pay the Supplier, an additional amount equal to the GST payable on that supply (**GST Amount**). Where the consideration is the payment of an instalment, the GST Amount is calculated as the GST-exclusive instalment multiplied by the prevailing GST rate; and
 - (b) the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.
- 28.5 If a payment to a Party under this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that Party, then the payment will be reduced by the amount of any input tax credit to which that Party is entitled on the acquisition of the supply to which that loss, cost or expense relates. The Party is assumed to be entitled to full input tax credits unless it demonstrates that its entitlement is otherwise prior to the date on which payment must be made by the other Party.
- 28.6 The Recipient need not make payment for a taxable supply made under or in connection with this Agreement until the Supplier has given the Recipient a valid tax invoice for the supply to which the payment relates.

29. **FORCE MAJEURE**

- 29.1 An obligation of a Party under this Agreement (other than an obligation to pay money) will be suspended for the time and to the extent that it is prevented from or delayed in complying with that obligation by any event or circumstance or combination of events or circumstances which is beyond the control of that Party, not able to be overcome by the exercise of reasonable care, proper precautions and alternatives with the intention of avoiding the effects of the force majeure by that Party, and which could not have been reasonably foreseen, including (subject to satisfying the requirements of the foregoing) an act of God, fire, lightning, explosion, flood, subsidence, insurrection or civil disorder or military operations (**Force Majeure Event**).
- 29.2 The Party affected by a Force Majeure Event must promptly:
- notify the other Party and describe in full detail the nature of the Force Majeure Event and its likely effect on the ability of the affected Party to perform its obligations, an estimate of the period of time it is expected the Force Majeure Event will continue in effect and the actions proposed to remedy or abate the Force Majeure Event;
 - use all reasonable endeavours to avoid or remove the cause or otherwise perform its obligations as soon as possible; and
 - take all reasonable steps to mitigate any losses caused to the other Party and itself.

29.3 If non-performance continues for more than 28 days due to a Force Majeure Event, then the parties must meet to discuss in good faith an appropriate resolution to the non-performance of an obligation caused by the Force Majeure Event and must work together co-operatively and take all reasonable steps to remove, overcome or mitigate the effects of the Force Majeure Event by agreement between the parties as soon as possible.

Executed as an agreement on

2018

Executed by **Netball Queensland Limited**)
(ABN 58 429 487 881))

Director

Director/Secretary

Print Name

Print Name

Executed by **[Name and ABN of Club]** in)
accordance with section 127 of the)
Corporations Act 2001:

Director

Director/Secretary

Print Name

Print Name

OR, if the Club is not a company:

Executed for and on behalf of **[Name and**)
ABN of Club] by its authorised)
representatives:

Signature of authorised representative

Signature of authorised representative

Name (print)

Name (print)

Office held (print)

Office held (print)

APPENDIX 1: DISPUTE RESOLUTION PROCEDURE

1. The purpose of the Dispute Resolution Procedure is:
 - a. to enshrine the right of a Party to be heard before an independent and impartial body in a fair and equitable manner;
 - b. to save Parties time and expense;
 - c. to ensure matters are dealt with expeditiously; and
 - d. not to detrimentally affect in a material way the economic viability and growth of the League.
2. Should a Dispute not be resolved in accordance with clause 16.1, NQ shall request the President of the Australian and New Zealand Sports Law Association Inc. (**ANZSLA**) to appoint three suitably qualified persons to the dispute resolution committee (**Dispute Resolution Committee**) and shall designate one of those appointees to act as the Chairperson.
3. The Dispute Resolution Committee shall have the power to resolve all Disputes referred to it pursuant to this Agreement.
4. In determining its procedures (including any pre-hearing directions) and what evidence it may require, the Dispute Resolution Committee shall consider the purposes listed in clause 1 of this Schedule but shall otherwise have full discretion. The Dispute Resolution Committee will not be bound by judicial rules governing procedure and/or admissibility of evidence, provided that the Dispute Resolution Committee adheres to the following:
 - a. providing Parties with reasonable notice;
 - b. conducting proceedings in a fair manner with a reasonable opportunity for relevant Parties to present their arguments;
 - c. for the avoidance of doubt, the Dispute Resolution Committee shall be entitled to call on experts (legal or otherwise), as it considers appropriate to the matter under consideration by the Dispute Resolution Committee.
5. If from time to time a Party believes circumstances exist that give rise to justifiable doubts as to a Dispute Resolution Committee member's impartiality or independence that Party may raise those doubts with the President of ANZSLA (and notify the other Party at the same time). The President shall, in his or her sole and absolute discretion, have the power to replace that member either temporarily or permanently.
6. The Dispute Resolution Committee shall have full discretion to make such decisions as it deems appropriate in the circumstances.
7. Decisions of the Dispute Resolution Committee shall be made by majority.
8. The decisions of the Dispute Resolution Committee shall be final and binding, immediately on notification to the Parties. No challenge shall be made to any such decision. It is agreed that neither party will institute or maintain proceedings in any court or tribunal and without restricting the generality of the provisions of any applicable Commercial Arbitration Act neither party will have the right of appeal under such Act or to apply for the determination of a question of law under that Act or equivalent legislation in any of the Australian States or Territories.
9. Each Party will bear its own costs in taking a matter to the Dispute Resolution Committee unless the Dispute Resolution Committee orders otherwise. The Parties will be jointly and severally liable to the Dispute Resolution Committee for all costs incurred by the Dispute Resolution Committee, but the Dispute Resolution Committee may allocate, as between the Parties, the responsibility for payment of those costs. Any allocation of costs by the Dispute Resolution Committee will be binding on the Parties.

APPENDIX 2: STAFF APPOINTMENT PROCESS

| Stage | Task | Who |
|-------|--|-------------|
| 1 | NQ prepare core position description for each role and share with clubs by mid-September | NQ |
| 2 | Clubs to add to position descriptions (if they wish) and advertise for each role | Club |
| 3 | Payment Structure Finalised for each role (options as provided via email to all applicants). Either paid directly by NQ or paid by Club from NQ funding, if role is expanded by Club | Club and NQ |
| 3 | Clubs to shortlist maximum of three candidates for each role and engage NQ staff to assist in interview process | Club and NQ |
| 5 | Appointments Finalised and Contracts Signed | Club and NQ |

APPENDIX 3: ANNUAL REVIEW DOCUMENT

- Documents attached

APPENDIX 4: POSITION DESCRIPTIONS – NQ REQUIRED ELEMENTS

- Documents attached

APPENDIX 5: ALIGNMENT WITH UNDERPINNING TEAMS AND ASSOCIATIONS - DRAFT ONLY

| SAPPHIRE SERIES CLUB | RUBY SERIES TEAM | ALIGNED ASSOCIATIONS |
|----------------------|--|---|
| Northern Rays | Marlin Coast Marlins Magnetic North Steelcats Whitsunday Sharks | Bowen Netball Association Burdekin Netball Association Cairns Netball Association Charters Towers Netball Association Douglas Netball Association Inc. Evelyn Netball Association Herbert River Netball Association Hughenden Netball Association Innisfail Netball Association Mackay Netball Association Mareeba Netball Association Moranbah Netball Association Mount Isa Amateur Netball Association Sarina & District Netball Association Tableland Netball Association Townsville City Netball Association Tully Netball Association Whitsunday Netball Association |
| Thunder | Thunder Capricorn Claws Wide Bay Thundercats <i>*team from these areas to play in extended QPL Zone 3</i> | Barcaldine Netball Association Biloela Netball Association Blackwater Netball Association Bundaberg Netball Association Inc. Caboolture Netball Association Caloundra District Netball Association Capricorn Coast Netball Association |

| SAPPHIRE SERIES CLUB | RUBY SERIES TEAM | ALIGNED ASSOCIATIONS |
|----------------------------|--|--|
| | <i>from 2019 with view to becoming involved in Ruby Series South upon demonstration of competitiveness in QPL Zone 3</i> | Coolum District Netball Association Emerald Netball Association Inc Gayndah & District Netball Association Gladstone Netball Association Inc. Gympie & Districts Netball Association Hervey Bay Netball Association Inc. Longreach Netball Association Maleny Netball Association Inc Maryborough Netball Association Middlemount Community Sports Association Monto Netball Association Mundubbera Netball Association Nambour & Districts Netball Association Inc Nanango & District Netball Association Noosa District Netball Association Rockhampton Netball Association Sunshine Coast Netball Association |
| Brisbane North Cougars | Brisbane North Cougars | Brisbane Netball Association Downey Park Netball Association Pine Rivers Netball Association Queensland Catholic Netball Association Redcliffe Leagues Netball Association |
| Carina Leagues Club Tigers | Carina Leagues Club Tigers | Metropolitan Districts Netball Association Redlands Netball Association Inc |
| The Jets | The Jets Darling Downs Panthers | Chinchilla Netball Association Inc. Dalby Netball Association Fassifern Netball Association Goodna Netball Association Goondiwindi Netball Association Highfields Netball Association Ipswich Netball Association Kingaroy Netball Association Laidley & Districts Netball Association Lockyer Valley Netball Association Maranoa Netball Association Stanthorpe Netball Association Toowoomba Netball Association Warwick & District Netball Association Inc. Western Districts Netball Association |
| QUT Wildcats | QUT Wildcats | Beaudesert & District Netball Association Beenleigh Netball Association Jimboomba Netball Association Logan City Netball Association MacGregor Netball Association Inc Cornubia Park Netball Association Underwood Park Netball Association Inc |
| Bond Uni Bull Sharks | Bond Uni Bull Sharks | Hinterland District Netball Association Murwillumbah Netball Association |

Northern Gold Coast Netball Association
 South Coast Netball Association
 Southport Carrara Netball Association
 Tweed Netball Association Inc.

APPENDIX 6: DEFINITIONS OF APPROPRIATE SUPPORT

| Item | Gold |
|--|--|
| Coaching | <ul style="list-style-type: none"> • Head Coach – NCAS Elite or above • Assistant Coach – NCAS Advanced or above • At least one of the coaching staff to be familiar in the use of performance analysis software (video) • Team undertakes 2-3 court sessions per week through pre-season and 2 per week in-season |
| Strength & Conditioning | <ul style="list-style-type: none"> • Appropriate Degree and ASCA qualified Strength and Conditioning coach providing supervised sessions to all squad members at least once per week through pre-season and in season • Testing in line with NQ requirements • Provision of gym access to all squad members at no cost to players |
| Allied Health Support | <ul style="list-style-type: none"> • Dedicated Club Physiotherapist attends training and games • Players can make priority bookings with clinic with no gap payment |
| Additional Allied Health Staff: Nutrition, Well Being, Podiatry | <ul style="list-style-type: none"> • Squad are provided with at least three education sessions during the pre-season period and can access this service individually throughout the year with no gap payment |

APPENDIX 7: NETBALL QUEENSLAND COMPETITION STRUCTURE

NQ 2019 Competition Framework Summary



