

NSWRL Regional Member
STANDARD PLAYING AGREEMENT

THIS DEED OF AGREEMENT dated [] day of [] [] is entered into between:

[] [] whose registered office is situated at

club ABN / ACN

[] (“Club”); and

[] (the “Player”).

PLAYER’S NAME

Together the “Parties”.

BACKGROUND

The Club enters teams to play in rugby league matches and competitions organised by the NSWRL Regional Member.

The Club and the Player agree that the Player is engaged to play rugby league for the Club on the terms set out in this Agreement.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Capitalised terms set out in this Agreement shall have the meanings set out in Schedule 2.

1.2 Unless expressly stated to the contrary:

- a) The indexes and headings to the clauses and schedules of this Agreement are for reference only and shall not otherwise affect its construction.
- b) Any reference in this Agreement to a clause is unless otherwise stated a reference to that clause which appears in this Agreement.
- c) Any reference to a clause of a schedule or incorporated document is a reference to that clause as it appears in that annexure, appendix, schedule or incorporated document.
- d) References in this Agreement to any other document shall be deemed to include references to that document as varied, supplemented, substituted, novated or assigned from time to time in accordance with the provisions thereof.
- e) A reference to ‘dollars’, “\$A”, “A\$”, “AUD\$” or ‘\$’ is a reference to Australian currency.

2 TERM AND RULES

- 2.1 The Club engages the Player to play rugby league for the Club on the terms and conditions of this Agreement and subject to the Rules.
- 2.2 The operative term of this Agreement commences on the date specified in item 1 of Schedule 1 and shall remain in force until the date specified in item 2 of Schedule 1 subject to any earlier determination pursuant to the terms of this Agreement.
- 2.3 The Player hereby agrees with the Club that he is bound by:
- a) the Rules of the Club.
 - b) the Rules of the NSWRL Regional Member within which the Club plays (including requirements of players and clubs regarding registration).
 - c) the Rules of the NSWRL.
 - d) the Laws of the Game.
- 2.4 The Parties agree that this Agreement is subject to and conditional upon the Player being registered by the NSWRL Regional Member to play for the Club in rugby league matches and competitions conducted under the auspices of the NSWRL Regional Member and NSWRL; however, once the Parties enter into this Agreement the Player must do all things necessary or reasonably requested of him in order to effect the registration of the Player by the NSWRL Regional Member.
- 2.5 The Parties confirm and acknowledge that this Agreement, the rights and obligations undertaken by the Parties hereto, and the fixed term of the Agreement reflect the special relationship and characteristics involved in the engagement of rugby league players and the participation by the Parties in the game of rugby league pursuant to the Laws of the Game and the Rules. The Parties accordingly agree that all matters of dispute in relation to the rights and obligations of the Parties hereto and otherwise pursuant to the Rules including as to termination of this Agreement and any compensation payable in respect of termination or breach thereof shall be submitted to (and the Parties hereto accept the jurisdiction and all appropriate determinations of) such tribunal, panel or other body (including in respect of any appeal therefrom) pursuant to the provisions of, and in accordance with, the procedures and practices under this Agreement and the Rules

3 OBLIGATIONS OF THE PLAYER

- 3.1 The Player agrees:
- a) when directed by an authorised official of the Club to:
 - 1) to attend matches in which the Club is engaged;
 - 2) to participate in any matches in which he is selected to play for the Club; and
 - 3) to attend at any reasonable place for the purposes of and to participate in training and match preparation.
 - b) to play to the best of his skill and ability at all times.
 - c) except to the extent prevented by injury or illness to maintain a high standard of physical fitness at all times.

- d) to undertake such other duties and to participate in such other activities as are consistent with the performance of his duties under clauses 3.1(a) to 3.1(c) and as are reasonably required of the Player.
- e) to comply with and act in accordance with all lawful instructions of any authorised official of the Club.
- f) to play rugby league solely for the Club; in any representative team selected by the NSWRL Regional Member, the NSWRL or other body; as authorised by the Club; or as required by the Rules.
- g) to observe the Laws of the Game when playing rugby league.
- h) to observe the Rules.
- i) to submit promptly to such medical and dental examinations as the Club may reasonably require.
- j) on the termination of this Agreement for any cause to return to the Club in a reasonable and proper condition any property which has been provided or made available by the Club to the Player in connection with this Agreement.

3.2 The Player agrees that he shall not:

- a) when playing or training wear anything (including jewellery) which is or could be dangerous to him or any other person.
- b) knowingly or recklessly do, write or say anything or omit to do anything which is likely to bring the Club or the game of rugby league into disrepute, cause the Player or the Club to be in breach of the Rules, or cause damage to the Club or its officers or employees or any Match Official. Whenever circumstances permit the Player shall give the Club reasonable notice of his intention to make any contributions to the public media in order to allow representations to be made by him on behalf of the Club if it so desires.
- c) intentionally strike or attack any other player in any manner which would constitute an intentional assault on that other player.

3.3 Any injury to or illness of the Player shall immediately be reported by him or on his behalf to the Club.

4 Remuneration and Expenses

4.1 During the term of the Agreement the Club shall pay to the Player the remuneration (if any) and shall provide the benefits (if any) as are set out in Part B of Schedule 1.

4.2 The Club may deduct from any remuneration payable to the Player:

- a) any monies disbursed and / or liabilities incurred by the Club on behalf of the Player with the Player's prior consent.
- b) any other monies (but not claims for damages or compensation) which can be clearly established to be properly due from the Player to the Club

4.3 All payments under this Agreement of remuneration and benefits are inclusive of any amount of taxation, levy, charge or other impost imposed by statute or regulation. The Player is solely liable for the payment of any such amount to any applicable authority.

5 OBLIGATIONS OF THE CLUB

5.1 The Club shall:

- a) observe the Rules all of which (other than the Club Rules) shall take precedence over the Club Rules to the extent of any inconsistency between the Rules and the Club Rules.
- b) provide the Player each year with access (via the internet or otherwise) to copies of all the Rules which affect the Player.
- c) keep a record of all injuries and illnesses reported by the Player under clause 3.3.

6 TERMINATION

6.1 This Agreement may be terminated by:

- a) The Club if the Player is in breach of any of his obligations hereunder and the breach continues for a period of fourteen (14) days after notice in writing by the Club to the Player requiring the breach to be remedied.
- b) The Player if the Club is in breach of any of its obligations hereunder and the breach continues for a period of 14 days after notice in writing by the Player to the Club requiring the breach to be remedied./
- c) The Club immediately by serving written notice in the event that the Player is in the opinion of the Club guilty of Gross Misconduct.

7 WARRANTIES

7.1 The Player represents and warrants to the Club that, as at the date of this Agreement:

- a) He is fit to play rugby league and is, and will remain, able to perform his obligations under this Agreement without exposing himself to a greater than usual risk to health or a greater than usual risk of injury.

8 GENERAL

8.1 This Agreement shall be governed by and construed in accordance with the laws in force in New South Wales and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and courts vested with jurisdiction to hear appeals from the Courts of New South Wales.

8.2 Each Party when called upon to do so by the other Party shall execute all such instruments, and do all such acts and things as may be necessary to give effect to the terms of this Agreement, including the Player executing any document necessary for the Agreement to be executed for the purposes of the registration of the Player by the NSWRL Regional Member to play for the Club.

8.3 Waiver of any right arising from a breach of this Agreement or of any right, power, authority, discretion or remedy arising upon a breach or default under this Agreement must be in writing and signed by the Party granting the waiver.

EXECUTED AS A DEED the day first hereinbefore mentioned:

EXECUTED by []

insert name and ABN / ACN of Club

Director

Print Name:

Director/Secretary

Print Name:

SIGNED by []

insert full name of player

in the presence of:

Signature

Witness

SCHEDULE 1

ITEM			
	<u>PART A</u>		
		TERM	
1		Commencement Date	The date of this Agreement
2		Termination Date	31 October [] year
	<u>PART B</u>		
		PAYMENT	
3		Base Salary	\$
4		Match Payments	\$
5		Manner and Dates for Payment	\$
	<u>PART C</u>		
		CONSTITUENT BODY	
6		NSWRL Regional Member	[] insert full name and ABN

SCHEDULE 2

Definitions

Anti-Doping Rule Violation means any breach of any applicable Rules relating to doping.

Agreement means this deed of agreement, the schedules to this deed of agreement and each document incorporated by reference into this agreement.

Club Rules means the Rules of the Club.

Gross Misconduct means serious or persistent conduct, behaviour, activity or omission by the Player involving one or more of the following:

- a) theft or fraud;
- b) deliberate and serious damage to the Club's property;
- c) commission of an Anti-Doping Rule Violation;
- d) incapacity through alcohol affecting the Player's performance as a player; or
- e) breach of or failure to comply with of any of the terms of this Agreement
- f) or such other similar or equivalent serious or persistent conduct, behaviour, activity or omission by the Player which the Club reasonably considers to amount to gross misconduct.

Laws of the Game means the rules for the playing of the game of rugby league as determined by the Rugby League International Federation and adopted by the Australian Rugby League Commission and the NSWRL.

Match Official means and includes any referees, touch judges, interchange officials, sin-bin operators, timekeepers, ground managers and any other person who assists in the preparation for or the conduct of a rugby league match.

NSWRL means New South Wales Rugby League Limited.

NSWRL Regional Member means the constituent body of the NSWRL specified in Part C of Schedule 1.

Rules means the constitution, rules, regulations, by-laws, directions and decisions of the Club, the NSWRL Regional Member and the NSWRL.