



New South Wales Rugby League Limited (NSWRL)

Standard Playing Agreement

This Agreement is dated the [] day of [month] in [year] between:

[Club] [ABN / ACN] whose registered office is situated at [address] (the “Club”);

AND

[Player] of [address] (the “Player”) (together, the “Parties”)

[Date of Birth]

THIS IS A LEGAL DOCUMENT – BY SIGNING YOU WILL BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT. INDEPENDENT LEGAL ADVICE IS THEREFORE RECOMMENDED TO THE PLAYER

SCOPE

- A. NSWRL conducts the NSWRL Competitions.
- B. The Club enters Teams to play in the NSWRL Competitions.
- C. The Club and the Player wish to contract with each other on the terms of set out in this Standard Player Agreement (the “**Agreement**”). Subject to Clause 23 (b), clauses 1- 25 (inclusive) may not be amended or altered in any way by either Party.
- D. Where the Player is a minor or otherwise at law has no legal capacity to provide consent or agreement with respect to his rights and obligations under this Agreement, the Player’s Guardian agrees to provide such consent or agreement on his behalf.

OPERATIVE PROVISIONS

1 Employment Relationship

The relationship between the Player and the Club, as evidenced by this Agreement, is one of employer and employee for the purposes of participating in the NSWRL Competitions.

2 Employment Term

Unless this Agreement is terminated earlier in accordance with its terms, the Term of this Agreement commences on the Commencement Date and ends on the Expiry Date, unless after the Commencement Date the Parties agree in writing a different Expiry Date (and that variation is registered with the NSWRL), in which case the Agreement ends on that different Expiry Date.

3 Player Obligations

The Player agrees to:

- (a) When directed by the Club or an authorised official of the Club:
 - (i) To attend Matches in which the Club is engaged;

- (ii) To participate in any Matches in which he is selected to play for the Club;
 - (iii) To attend at any reasonable place for the purposes of and to participate in training and match preparation;
 - (iv) To undertake such other duties and to participate in such other activities as are consistent with the performance of his duties under clauses 3(a)(i) to (iii).
- (b) Save in the case of the Player being selected to play in:
- (i) Representative Matches;
 - (ii) To play in the NRL Competitions by the Club or by an Affiliated NRL Club;
 - (iii) To play in a NSWRL Competition by an Affiliated NSWRL Club, where the Club does not participate in that particular NSWRL Competition;

to play the Game solely for the Club or as authorised by the Club or as required by the NSWRL Rules.

- (iv) Play and train to the best of his skill and ability at all times.
- (v) Play the Game in a sportsmanlike manner and in accordance with the Laws of the Game.
- (vi) Obey all reasonable directions of the Club relating to training for and playing the Game.
- (vii) Maintain a high standard of physical fitness at all times except to the extent that the Player is prevented from doing so by reason of injury or illness.
- (viii) Not indulge in any activity, sport or practice which might endanger the Player's physical fitness or inhibit the Player's mental or physical ability to play, train for or practice for rugby league.
- (ix) Comply with and act in accordance with all lawful instructions of the Club or any authorised official of the Club.
- (x) Undergo drug testing if and when required to do so by the Club, the NSWRL, the ARL Commission or ASADA.
- (xi) Join, and maintain membership of the Club or the Club's associated leagues club for the Term.
- (xii) Be bound by, and comply with, the provisions of:
 - (i) The Club's constitution and the Club Rules;
 - (ii) The NSWRL Rules insofar as the NSWRL Rules relate to the Player, including the following rules, regulations and policies set out within the NSWRL Rules or otherwise adopted by the NSWRL:
 - (1) The code of conduct;
 - (2) The Anti-Doping Rules;
 - (3) The anti-vilification policy

- (4) The rules which govern proceedings before the NSWRL Judiciary;
- (5) The rules which govern proceedings before the NSWRL Appeals Committee;
- (6) Any operations manual which applies in respect of NSWRL Competitions or any NSWRL Competition
- (7) Any privacy policy adopted by NSWRL in accordance with the requirements of the *Privacy Act 1988* (Cth);
- (8) The Player Registration Application; and
- (9) Any other rules, regulations or policies adopted by NSWRL from time to time which are designated to apply in respect of the NSWRL Competitions and the participants in those NSWRL Competitions;

as amended from time to time, and whether those amendments are effected before or after this Agreement is entered into.

- (xiii) Complete, agree to and comply with the terms of the Player Registration Application.
- (xiv) Wear only Team Apparel at training, in Matches and in all other public appearances determined by the Club and notified to the Player.
- (xv) Act at all times in the best interests of the Club, the NSWRL and the Game.
- (xvi) Participate in all activities reasonably required by the Club or the NSWRL for the promotion of the Club, the NSWRL, the NSWRL Competitions and the Game, provided that any requirements of the Player under this clause shall not interfere with the usual employment or study commitments of the Player.
- (xvii) Submit to the jurisdiction of, and comply with any decisions or determinations of the NSWRL Board, the Chief Executive Officer and any tribunal or body established under the NSWRL Rules, including any Sub Committee, the NSWRL Judiciary, the NSWRL Appeals Committee and any Anti-Doping Tribunal.
- (xviii) Immediately report any illness, accident or injury of any nature to the Club and to carry out any reasonable direction given by the Club to the Player, including the wearing or use of any protective equipment recommended by the Club.
- (xix) Submit promptly to such medical and dental examinations as the Club may reasonably require and to undergo such treatment as may be prescribed by the medical or dental advisors to the Club.
- (xx) The Club communicating to its medical officer, medical advisors, the coach, trainers and other Club officials, and to the NSWRL, details of any illness, accident or injury which may affect the Player's fitness, safety, health or well-being in training or playing the Game.
- (xxi) Undertake with the consent of the Club (such consent not to be unreasonably withheld) to undergo all medical and dental treatment in respect of injuries sustained playing the Game or training for the Club.
- (xxii) The Club communicating to the NSWRL details of any personal misconduct on the Player's part that might bear upon the question of whether he should be, or remain, currently registered as a Player or otherwise subject to sanction under the NSWRL Rules.

- (xxiii) The Club providing a copy of the completed and executed Statutory Declaration in the form at Schedule 5 of this Agreement to the NSWRL for registration purposes and other purposes set out in the NSWRL Rules.

The Player must not:

- (xxiv) Undertake or be involved in any activity or practice which will knowingly cause to be void or voidable or which will invoke any exclusion of the Player's cover pursuant to any policy of insurance maintained by or for the benefit of the Player in respect of his health or physical wellbeing, including any policy of health insurance.
- (xxv) When playing the Game or training for the Club, wear anything which is or could be dangerous to him or any other person.
- (xxvi) Except in the case of an emergency, undergo any medical or dental treatment without first giving the Club details of the proposed treatment.

4 Club Obligations

- (a) The Club agrees to:
 - (i) Observe the NSWRL Rules and Club Rules; and
 - (ii) Provide to the Player or make available to the Player before each NSWRL Season copies of the NSWRL Rules and Club Rules which affect the Player.
- (b) The Club agrees to use its best endeavours to provide an opportunity for the Player to:
 - (i) Train for the Game with the Club; and
 - (ii) Play the Game in Teams representing the Club.

subject to the Player being possessed of sufficient physical fitness, playing form and mental attitude to train and / or play, as the case may be, to the level reasonably required of an elite rugby league player with the Player's level of skill and experience.
- (c) The Parties acknowledge that, if the Player is selected by an Affiliated NRL Club to play rugby league for it in a National Rugby League premiership competition, the Club shall make the Player available to play for the Affiliated NRL Club despite any conflicting obligations to the Club.
- (d) The Parties acknowledge that, if the Player is selected to play in a Representative Match, the Club shall make the Player available to train for and play in that Representative Match despite any conflicting obligations to the Club.

5 Publicity and Public Statements

- (a) Subject to anything other term of this clause 5, the Player may make public appearances and contribute to the Media provided that:
 - (i) The Player has obtained the prior consent of the Club, which shall not be unreasonably withheld;
 - (ii) The Player's public appearances and contributions to the Media do not conflict with the interests of, or bring into disrepute, the Club, the NSWRL, the NSWRL Competitions, other clubs and players playing in NSWRL Competitions, or the Game;

- (iii) The Player's public appearances and contributions to the Media do not cause the Player to breach this Agreement, including the NSWRL Rules.

Further, the Player may make contributions to Social Media provided that:

- (iv) The contributions to Social Media do not conflict with the interests of, or bring into disrepute, the Club, the NSWRL, the NSWRL Competitions, other clubs and players playing in NSWRL Competitions, or the Game; and
 - (v) The Player's contributions to Social Media do not cause the Player to breach this Agreement, including the NSWRL Rules
- (b) It is the responsibility of the Player to provide the Club with enough advance notice of his intentions to make a public appearance or contribution to the Media so that the Club has a proper opportunity to consider whether it ought to grant its consent under this clause.
 - (c) Notwithstanding the provisions of clause 5(a), the Player must not comment adversely on:
 - (i) The Club;
 - (ii) The NSWRL;
 - (iii) The ARL Commission or National Rugby League;
 - (iv) The NSWRL Competitions;
 - (v) Any other club or team participating in any NSWRL Competitions;
 - (vi) The performance of any Match Official;
 - (vii) Any matter which has been is or is likely to be the subject of a proceeding before the NSWRL Judiciary, the NSWRL Appeals Committee; the Anti-Doping Tribunal; the NSWRL Board or any other committee or sub-committee established under the NSWRL Rules or otherwise by the NSWRL.

6 Player Property

- (a) The Player grants to the Club for the duration of the Term an irrevocable licence to use and to licence the use of his Player Property and to sub-licence the Rights to the NSWRL.
- (b) Subject to the terms of this Agreement, including this clause 6, the Player is entitled to use his Player Property for commercial purposes including endorsements, events, promotions, events and marketing.
- (c) The Player acknowledges and represents to the Club that each of the contracts, arrangements or understandings entered into by him at or before the Commencement Date in respect of the licensing or exploitation of the Player Property are listed in **Schedule 2**. The requirements of clause 6(e) do not apply to the contracts, arrangements and understandings listed in **Schedule 2**; however clause 6(e) does apply in respect of any variation, amendment, extension or renewal thereof entered into after the Commencement Date.
- (d) The Player must not exercise his rights under clause 6(b) where to do so would, or might reasonably:
 - (i) Bring into disrepute the Club, the NSWRL, the NSWRL Competitions, other clubs and players playing in NSWRL Competitions, or the Game;

- (ii) Conflict with, or be prejudicial to, the interests of the NSWRL, the Club, the NSWRL Competitions or the Game;
 - (iii) Conflict with the name, reputation, image, products or services of the Club, the NSWRL, any of the Club's sponsors or a sponsor or corporate partner of the NSWRL.
- (e) Before entering into any contract, arrangement or understanding whereby the Player intends using, exploiting, licensing the use of, or licensing the exploitation of his Player Property (or any part thereof) the Player must:
- (i) Inform the Club of all the details of the proposed contract, arrangement or understanding;
 - (ii) Supply the Club with a copy of the proposed contract together with any other document in which is recorded details concerning the proposed contract, arrangement or understanding; and
 - (iii) Obtain the written approval and consent of the Club for the Player to enter into the contract, arrangement or understanding.
- (f) In using the Player Property for commercial purposes, the Player must not use any property of the Club or the NSWRL without the prior written permission of the Club and the NSWRL having been obtained.

7 Payment

- (a) Subject to this Agreement the Club will pay to the Player the Match Fees in respect of the Matches played by the Player for the Club. The Match Payments shall be calculated in accordance with **Schedule 1** and this Agreement.
- (b) Subject to this Agreement the Club, will pay to the Player the Playing Fee calculated in accordance with **Schedule 1** and this Agreement.
- (c) Any payment made to the Player under this Agreement shall be made:
 - (i) less deduction of all taxes, levies and any superannuation contributions required to be made under the applicable Commonwealth legislation; and
 - (ii) Monthly in arrears unless otherwise agreed in writing by the Parties.

8 Termination Due to Health Risk

- (a) The Player warrants to the Club that he is, and will throughout the Term make every effort to be, and remain, fit to play the Game.
- (b) The Player warrants to the Club that he 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.
- (c) If the Club Medical Officer acting reasonably forms the opinion that the Player would, by reason of some physical or medical condition, be exposed by playing the Game to a greater than usual risk to his health or to a greater than usual risk of injury, the Club may terminate this Agreement with immediate effect.
- (d) If the Club exercises a right of termination under clause 8(c), and the Player is not otherwise in breach of this Agreement, the Club shall on termination of the Agreement pay to the Player:

- (i) The whole of the Playing Fee for the year in which the termination occurs; and
- (ii) Where the Term includes one or more subsequent NSWRL Seasons, Twenty-five (25) percent of the Playing Fee payable by the Club under this Agreement for each Subsequent Season up to a maximum of two (2) NSWRL Seasons.

9 Termination Due to Incapacity

- (a) Where prior to the commencement of the NSWRL Competitions in any NSWRL Season during the Term the Club Medical Officer forms the reasonable opinion that the Player is unfit to play the Game and that he will be likely to remain unfit until at least 30 June of that NSWRL Season, the Club may terminate this Agreement with immediate effect, provided that:
 - (i) In any case where the Club Medical Officer forms such an opinion, the Club shall ensure that the Club Medical Officer reduces that opinion to writing;
 - (ii) The Player has the right to seek an independent medical opinion;
 - (iii) The Club must take into account any independent medical opinion obtained by the Player and provided to the Club within seven (7) days after the Club Medical Officer's written opinion referred to in clause 9(a)(i) is served by the Club on the Player in accordance with this Agreement.
- (b) Not sooner than seven (7) days after the Club serves on the Player the Club Medical Officer's written opinion prepared in accordance with clause 9(a)(i), the Club may terminate this Agreement under clause 9(a) provided that, subject to the subsequent provisions of this clause 9, the Club must proceed in accordance with this clause 9(b) in making payment to the Player on termination:
 - (i) If the Player has:
 - (1) Failed to recover from an injury sustained during the preceding NSWRL Season or previous season of rugby league playing elsewhere and not commenced training with the Club; or
 - (2) Commenced training with the Club; and
 - (3) Not played in a Match;

the Club shall pay to the Player an amount equal to twenty-five (25) percent of the Playing Fee he would otherwise have received for the NSWRL Season in which the termination occurs together with twenty-five (25) percent of the Playing Fee for the next NSWRL Season if the Term of the Agreement includes at least one (1) more NSWRL Season.
 - (ii) If the Player has:
 - (1) Commenced training with the Club; and
 - (2) In that NSWRL Season played in at least one (1) Match;

The Club shall pay the Player the Playing Fee he would otherwise have received for that NSWRL Season in which the termination occurs together with twenty-five (25) percent of the Playing Fee for a maximum of two (2)

subsequent NSWRL Seasons or the number of subsequent NSWRL Seasons included which are covered by the Term, whichever number is the lesser.

- (iii) If the Player has failed to recover from an illness or from an injury sustained other than in the course of playing or training for the Game, the Club shall pay to the Player twenty-five (25) percent of the Playing Fee which the Player would otherwise have received for that NSWRL Season in which the termination occurs together with twenty-five (25) percent of the Playing Fee for the next NSWRL Season if the Term of the Agreement includes at least one (1) more NSWRL Season.
- (c) Notwithstanding the provisions of clause 9(b), the Club shall not be obliged to make any payment to the Player on termination of this Agreement pursuant to clause 9 if at the time of termination the Player is otherwise in breach of this Agreement.
- (d) If the Player has failed to recover from an illness or from an injury sustained as a result of any misconduct or unlawful or reckless conduct by the Player or by the Player taking part in activities which involve unnecessary danger:
 - (i) Where such injury or incapacity occurs before the Player has commenced training with the Club or participated in any Match for the Club, the Club shall not be obliged to pay the Player any part of the Playing Fee for the NSWRL Season in which the termination occurs or any subsequent NSWRL Season covered by the Term;
 - (ii) Where the injury or incapacity occurs after the Player has commenced training for the Club or participated in any Match for the Club, the Club shall be obliged to pay to the Player a proportion of the Playing Fee that he would otherwise have received for the NSWRL Season in which the termination occurs, that proportion being the part of the Playing Fee payable for the period from the date that the Player commenced training with the Club to the date on which the Agreement is terminated.
- (e) In the event of the death of the Player, the Club shall pay to the Player's estate a proportion of the Playing Fee for the relevant NSWRL Season that the Player would otherwise have received had the Player not died. The amount payable by the Club to the Player's estate shall be equal to the proportion of the Playing Fee payable for the period starting on the date on which the Player commenced training with the Club, and ending on the date of the Player's death; provided that if the Player participated in any Match for the Club in a NSWRL Season covered by this Agreement the Club shall pay to the Player's estate the whole of the Playing Fee for the NSWRL Season in which the Player died.

10 Termination for Cause

- (a) The Club may give written notice to the Player in the event that the Club forms the reasonable opinion that the Player is not playing the Game or training for playing the Game conscientiously and to the best of his ability and skill.
- (b) A notice given by the Club pursuant to clause 10(a) may include a statement to the effect that:
 - (i) The Club intends to take action under this clause 10; and
 - (ii) Within 21 days from the date of the notice, the Player may make written representations to the Board regarding the action intended by the Club;
 - (iii) After the expiry of the period referred to in clause 10(b)(ii) the Club may, after considering any written representations made by the Player, terminate this Agreement, in which case the Player shall only be entitled to receive payment for:

- (1) Any outstanding Match Fees owed by the Club in respect of Matches in which the Player participated; and
- (2) The proportion of the Playing Fee for the NSWRL Season in which termination occurs, calculated in respect of the period commencing on the date the Player commenced training for the Club, and ending on the date on which this Agreement is terminated.

11 Termination for Breach

- (a) The Player shall during the Term:
 - (i) Faithfully observe and comply in all respects with the terms of this Agreement; and
 - (ii) Otherwise, not engage in misconduct or otherwise act in a manner inconsistent with the best interests, image or welfare of the Club, the NSWRL, the NSWRL Competitions, other clubs or players playing in NSWRL Competitions, or the Game.
- (b) Without in any way limiting the interpretation of clause 11(a), the Player must not:
 - (i) Accept any bribe.
 - (ii) Fail to report to the Club any attempt made to bribe him.
 - (iii) Agree not to play on his merits.
 - (iv) Fail to report to the Club any attempt to induce him to agree not to play on his merits.
 - (v) Not play on his merits.
 - (vi) Fail to obey any reasonable direction of the Club relating to training for and / or playing the Game.
 - (vii) Fail to obey a direction from a Match Official to enter or leave the field of play.
 - (viii) Participate, or be directly or indirectly involved in any way, in gambling or betting in relation to the Game, including:
 - (1) Any conduct which is prohibited by the NSWRL Rules;
 - (2) Any gambling or betting on any Match involving the Club;
 - (3) Any gambling or betting on any NSWRL Competition in which the Club competes; or
 - (4) Any gambling or betting involving the Game regardless as to whether or not involving the Club or any NSWRL Competition, and regardless as to whether or not involving the Game in Australia or otherwise;

Where the gambling or betting includes:

- (5) Gambling or betting on the result of a match, matches, a competition, a tournament or a season of rugby league, whether in connection with a NSWRL Competition or not;

- (6) Gambling or betting on any event in the progress of a match, whether played in a NSWRL Competition or not;
- (7) Gambling on the outcome of any other event in connection with the Game; whether in connection with a NSWRL Competition or not.
- (ix) Provide, or be directly or indirectly in the provision of, information that might assist any other person to gamble or bet in relation to the Game in any way described in clause 11(b)(viii).
- (x) Commit any Anti-Doping Rule Violation.
- (xi) Refuse to do anything required of him under the Anti-Doping Rules, including undergoing any sample collection process or procedure administered in accordance with the Anti-Doping Rules.
- (xii) Engage in any other form of conduct that might bring into disrepute or be detrimental to the interests, welfare or image of:
 - (1) The Club;
 - (2) The NSWRL;
 - (3) The NSWRL Competitions;
 - (4) Any Match Official;
 - (5) Other clubs and / or other players which compete in any NSWRL Competition;
 - (6) The Game; or
 - (7) The Player;

or would be likely to have that effect if the Player continued to be employed by the Club.
- (c) If the Club is of the opinion that the Player has acted in breach of clause 11(a) or clause 11(b) the Club may, in respect of that conduct:
 - (i) Serve written notice on the Player requiring the Player to appear before the Board not sooner than seven (7) days after the date the notice is served, to show cause why the Club ought not take action against the Player which the Club may take by reference to clause 11(f); and
 - (ii) Convene a hearing before the Board for the purpose specified in the notice.
- (d) The hearing before the Board which is conducted for the purpose specified in clause 11(c) shall be conducted as directed by the Chairman with as little formality or technicality as possible, and in accordance with the principles of natural justice.
- (e) At the hearing before the Board which is conducted for the purpose specified in clause 11(c):
 - (i) The Player shall be entitled to be represented by counsel, solicitor or other representative; and

- (ii) The Club may retain and use counsel or a solicitor to assist in the conduct of the hearing.
- (f) Where at or after any hearing conducted for the purpose specified in clause 11(c) the Board finds that the Player is in breach of any provision of clause 11(a) or 11(b) the Board may do any of the following:
- (i) Take no further action;
 - (ii) Issue the Player with a caution or a reprimand;
 - (iii) Issue the Player with a monetary fine not exceeding a sum equal to the Match Fees and Playing Fee that would otherwise be payable to the Player for one-quarter of the NSWRL Season in which the conduct the subject of the notice issued in accordance with clause 11(c)(i) occurred;
 - (iv) Suspend the Player from playing the Game for a period not exceeding 24 Matches; and / or
 - (v) Terminate this Agreement with immediate effect, whereupon such termination the only entitlement which the Player has in respect of payment is for any outstanding Match Fees owed by the Club in respect of Matches in which the Player participated.

12 Fines and Advances

- (a) If the Club has made any advance to the Player during the Term, or if the Player has become liable to pay any fine under this Agreement or has otherwise become indebted to the Club, then, subject to any agreement to the contrary between the Parties, the money owed by the Player shall be payable without formal demand by the Club and may be deducted by the Club from any moneys that are otherwise payable to the Player under this Agreement.
- (b) If the Player during the Term becomes liable to pay any fine to the NSWRL, which liability has been notified by the NSWRL to the Club, the Player agrees that the Club may:
 - (i) Deduct the amount of that fine from any moneys payable by the Club to the Player; and
 - (ii) Immediately remit that amount to the NSWRL in satisfaction of the fine.

13 Dispute Resolution

- (a) If any dispute arises between the Club and the Player, either during the Term or after the expiry or termination of this Agreement, concerning this Agreement or any matter relating to the Agreement other than a decision made under clause 11 the dispute shall be submitted exclusively to a Sub Committee formed for the purposes of hearing and determining the dispute.
- (b) The Sub Committee shall be entitled to organise its procedure as it considers appropriate, giving due regard to the circumstances of the case and the interests of the Parties.
- (c) Adherence by the Parties to the requirements of clause 13(a) shall be a condition precedent to either Party commencing any action in any court or other tribunal of competent jurisdiction.

14 Medical Expenses and Insurance

- (a) The Player must, for the duration of the Term, take out and maintain the highest level possible private hospital, medical and associated health benefits insurance.
- (b) The Player authorises the Club to deduct, from payments due to the Player under this Agreement, insurance premiums to cover the Player under the:
 - (i) Sporting Injuries Insurance Scheme established under the *Sporting Injuries Insurance Act 1978* (NSW); and
 - (ii) Any other insurance policy or scheme implemented in respect of NSWRL Competitions after the date of this Agreement which extends coverage to the Player in respect of personal injury suffered in connection with training for, or playing, the Game.
- (c) The Player acknowledges that, prior to entering into this Agreement; he has been advised by the Club to seek independent expert advice on obtaining additional insurance, at his own cost, for his own benefit, in addition to that arranged on his behalf by the Club or NSWRL.
- (d) If:
 - (i) During the Term, the Player suffers an injury in the course of performing his training or playing obligations set out in this Agreement; and
 - (ii) The Player notifies the Club Medical Officer during the Term that the Player has suffered such an injury; and
 - (iii) The Club Medical Officer has approved an injury treatment plan for the purpose of treating that injury;

the Club shall reimburse the Player in respect of the difference between the actual costs of medical treatment incurred and paid by the Player pursuant to the injury treatment plan approved under clause 14(d)(iii), and the sum of the amounts rebated to the Player by any insurer with whom the Player has taken out a policy of insurance under clause 14(a) and / or by Medicare, provided that:

 - (iv) The Player must, to the reasonable satisfaction of the Club, provide to the Club evidence in the form of original accounts and receipts (or such other evidence as determined by the Club) in respect of any amount that the Player seeks reimbursement of under this clause 14(d); and
 - (v) If called upon to do so, the Player shall provide the Club evidence which demonstrates that any particular amount is not reimbursable by Medicare or the relevant health insurer; and
- (e) The Club's obligations under this clause 14(d) shall cease on the earliest of:
 - (i) The date which is 12 months' after the Expiry Date;
 - (ii) The time that the injury treatment plan is concluded; or
 - (iii) On the Player entering into any contract, arrangement or understanding to train for, or play the Game for, any other rugby league club or organisation.
- (f) Further to clause 14(e), the Club's obligations under clause 14(d) shall cease if the Club Medical Officer forms the opinion that:

- (i) The Player is not acting in accordance with, or otherwise following, the injury treatment plan; or
- (ii) The Player has engaged in any activity or endeavour which unreasonably increases the risk of exacerbating the injury which is the subject of the injury treatment plan.

15 Suspension of Player

- (a) Subject to clause 15(b), in the event that the Player is suspended from playing the Game for the Club by the Club, the NSWRL, the NSWRL Judiciary, the NSWRL Appeals Committee, the Anti-Doping Tribunal or any other person or body with competent jurisdiction in relation to the NSWRL Competitions or the Game, the Club shall be entitled to deduct from the Playing Fee an amount equal to one-thirtieth (1/30th) of the applicable Playing Fee for each Match which the Player is suspended.
- (b) Clause 15(a) does not apply in the event that the relevant suspension has given rise to the Club validly terminating the Agreement in accordance with clause 11.

16 Intentional Assaults

- (a) The Player warrants that he will not intentionally strike or otherwise attack any other player in such circumstances which constitute battery or an intentional assault on that other player.
- (b) The Player agrees that he will indemnify the Club and the NSWRL against all damages, costs, liabilities and expenses that may be incurred by the Club and / or the NSWRL as a result of any breach by the Player of the warranty given in clause 16(a).

17 Releases

- (a) The Parties may, agree in writing that this Agreement is terminated, and that the Player is released from this Agreement. That variation document must set out the terms on which the Parties have agreed to terminate this Agreement. The document must be signed by each of the Parties.
- (b) Further to clause 17(a), the Club may subject to the terms of this Agreement release the Player from his obligations under this Agreement upon providing written notice to the Player to that effect.
- (c) If the Player is released from this Agreement in accordance with either clause 17(a) or 17(b):
 - (i) The Player is, upon reaching agreement under clause 17(a) or receiving notice under clause 17(b), released from all of his obligations under this Agreement; and
 - (ii) The Club must immediately notify the NSWRL of that fact that the Player has been released by lodging with the NSWRL any termination agreement entered into pursuant to clause 17(a) or notice of termination delivered to the Player in accordance with clause 17(b).
- (d) If the Club releases the Player in accordance with clause 17(b) the Club shall be liable to pay to the Player the Playing Fee (but not the Match Fees) which would otherwise be payable under this Agreement during the Term.

18 Affiliated NRL Clubs, Affiliated NSWRL Clubs and Inconsistency Between Agreements,

- (a) Except where clause 18(b) applies, the terms of this Agreement shall prevail to the extent of any ambiguity or inconsistency between this Agreement and any other playing contract entered into by the Player.
- (b) Where the Player plays in any NRL Competition for either the Club or an Affiliated NRL Club the Player must enter into an NRL Playing Agreement which is registered with the National Rugby League. In those circumstances the NRL Playing Agreement, and not this Agreement, apply insofar as the Player training for, and playing in, NRL Competitions is concerned.
- (c) Where the Player plays in any NSWRL Competition for an Affiliated NSWRL Club in a NSWRL Competition that the Club does not participate in, the Player acknowledges, understands and agrees that his obligations to the Club set out in the following clauses of this Agreement are also owed by the Player to the Affiliated NSWRL Club as if the Player and the Affiliated NSWRL Club were parties to a separate agreement:
 - (i) Clauses 3(a) and (b); and
 - (ii) Clauses 5, 6, 14, 16, 19(a)(i) and 20.

19 Representations, Warranties and Acknowledgements

- (a) The Player represents and warrants that, as at the date of this Agreement:
 - (i) He is fit to play the Game and is, and will remain, able to perform his obligations under this Agreement without exposing himself to a greater than usual risk to health or a greater than usual risk of injury;
 - (ii) He is able to grant the Rights to the Club, and that the granting of those Rights does not infringe on any right, title or interest of any third party;
 - (iii) In entering into this Agreement and in performing his obligations under this Agreement he will not be in breach of any obligations owed to any third party or infringe any right, title or interest of any third party.
 - (iv) **Schedule 2** represents a full disclosure by the Player to the Club of all contracts, arrangements and understandings entered into by the Player with any third party concerning the Player Property or any part thereof.
- (b) The Player acknowledges that:
 - (i) The Club has made available to him copies of the constitution of the Club and Club Rules, including each document with together comprise the Club Rules;
 - (ii) The Club has made available to him copies of the NSWRL Rules, including each document which together comprise the NSWRL Rules;
 - (iii) He has had a reasonable opportunity to read the documents referred to in clauses 19(b)(i) and 19(b)(ii);
 - (iv) The Club has advised him to seek, and given his sufficient time to seek, independent legal and financial advice about this Agreement and the documents referred to in clauses 19(b)(i) and 19(b)(ii) before entering into this Agreement;
 - (v) This Agreement is a standard-form Agreement prepared in a form which is approved by NSWRL. Clauses 1 to 25 (both inclusive) of this Agreement must not be varied by the Parties. Any variation by the Parties of any part of clauses 1 to 25 (both inclusive) shall void the registration of this Agreement with

NSWRL. Any variation or special condition of this Agreement must be made in accordance with the terms of the Agreement and set out in full in **Schedule 4**, but shall not be of any effect until the variation is registered with NSWRL; and

- (vi) The Club's liabilities in respect of the Player's death or injury in performing his obligations under this Agreement are limited to those:
 - (1) Which arise by operation of law;
 - (2) Which are stated in this Agreement; and
 - (3) Out of which the Parties cannot contract.at the relevant time.

20 Indemnity

- (a) The Player shall indemnify, keep indemnified and hold harmless the Club and the NSWRL against any liability, damages, loss, costs and expenses that the Club and / or the NSWRL may incur should any of the representations, warranties and acknowledgments set out in clause 19 be incorrect.

21 Entitlements

- (a) The Player will have six (6) weeks during each Contract Year in which he will not be required pursuant to this Agreement to train for or play the Game for the Club.
- (b) It is intended by the Parties that the period of leave referred in to clause 21(a) shall be taken during:
 - (i) The period commencing from the date of the last Match in the NSWRL Competitions in a NSWRL Season contested by the Club; and
 - (ii) During the period from 23 December to 3 January in a Contract Year.
- (c) The Parties agree that one (1) week of the period referred to in clause 21(a) shall be counted as long service leave for the purposes of the *Long Service Leave Act 1955* (NSW).
- (d) The Player is not entitled to be paid separately for any leave taken in accordance with this clause 21. Payments received by the Player under this Agreement in the form of Playing Fees and Match Fees are inclusive of any entitlement to paid leave.
- (e) In any case where the Player wishes to take leave outside of the dates specified in clause 21(b) the Player must first obtain the approval of the Club, such approval which the Club shall not unreasonably withhold.

22 Registration with NSWRL

- (a) The Parties acknowledge and agree that:
 - (i) registration is completed by Player Registration Application inclusive of;
 - A. **Schedule 1** - Player Payment Agreement;
 - B. **Schedule 3** - Player History Declaration;

- C. **Schedule 4** – Agreed Special Conditions; and
- D. **Schedule 5** - Statutory Declaration.

- (ii) the registration is subject always to approval of the NSWRL;
- (iii) this Agreement is subject to and conditional upon the Player, as well as this Agreement, becoming and remaining registered with the NSWRL pursuant to the NSWRL Rules.
- (iv) this Agreement is of no force and effect unless the Player and this Agreement is registered pursuant to the NSWRL Rules using the online NSWRL player platform; and
- (v) upon registration by the NSWRL pursuant to clause 22(a)(iv), the Player is bound by the clause 3(xii)(ii)(1-9) of this Agreement.

- (b) Further to clause 22(a), if either the Player or this Agreement ceases to be registered by NSWRL, the Agreement will no longer be of any force or effect, save for:
 - (i) Such rights as may accrue to either Party by reason of the act or omission that gave rise to the consequence that the Player and / or this Agreement ceased to be registered; or
 - (ii) Any right or liability which accrued before the date that the Player or the Agreement ceased to be registered.

23 General

- (a) This Agreement shall be governed by the laws in force in the State of New South Wales and the Parties hereby irrevocably submit to the exclusive jurisdiction of its courts.
- (b) Any variation to this Agreement must be made in writing and signed by each Party; however any such variation shall have no force or effect until the variation is registered with the NSWRL in the same manner that this Agreement is registered.
- (c) 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.
- (d) If any provision of this Agreement shall be held to be invalid or unenforceable by a judgment or decision of any court of competent jurisdiction or any authority whose decisions shall have the force of law binding on the Parties, the same shall be deemed to be severable and the remainder of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.
- (e) This Agreement constitutes the entire Agreement between the Parties in relation to its subject matter and supersedes any previous contracts, understandings, statements, representations, warranties and communications between the Parties relating thereto provided that nothing in this clause shall exclude or limit the liability of the Parties for fraud.
- (f) The terms of this Agreement are confidential. Neither Party shall disclose the terms of this Agreement to any third party other than the NSWRL without the prior written consent of the other Party, except for the purpose of:

- (i) A Party obtaining legal or financial advice; or
 - (ii) The performance of or the enforcement of the performance of this Agreement.
- (g) No failure to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as a waiver, nor will any single or partial exercise of any right, power or remedy preclude any further exercise of that or any other right, power or remedy.
- (h) All notices required by or permitted under this Agreement shall:
- (i) Be in writing addressed to the address of the other Party shown in this Agreement or such other address which the recipient notified the sender (in writing) after the date of this Agreement;
 - (ii) Be signed by the sender or an authorised agent or officer of the sender; and
 - (iii) Be deemed to be given or made three Business Days after posting provided that the notice was posted within Australia to an Australian address.

24 Definitions

In this Agreement the following capitalised words have the corresponding meanings unless expressly stated to the contrary or unless the context otherwise requires:

- (a) **Affiliated NRL Club** means a rugby league club affiliated to the Club which competes in NRL Competitions.
- (b) **Affiliated NSWRL Club** means a rugby league club affiliated to the Club which competes in different NSWRL Competitions to the NSWRL Competitions in which the Club competes.
- (c) **Agreement** means this agreement between the Club and the Player, including all appendices, annexures, schedules and incorporated documents.
- (d) **Anti-Doping Rule Violation** has the same meaning as given to that term in the Anti-Doping Rules.
- (e) **Anti-Doping Rules** means the Anti-Doping Policy of the Australian Rugby League Commission Limited and the National Rugby League Limited, adopted as the applicable anti-doping rules of NSWRL.
- (f) **Anti-Doping Tribunal** means any tribunal or appeals tribunal formed for the purposes of hearing any case involving an anti-doping rule violation alleged to have been committed under the NSWRL Rules.
- (g) **ARL Commission** means Australian Rugby League Commission Limited, ABN 94 003 107 293.
- (h) **ASADA** means the Australian Sports Anti-Doping Authority.
- (i) **Board** means the board of directors of the Club.
- (j) **Business Day** means a day between Monday to Friday (both inclusive) but excluding all statutory public and bank holidays New South Wales.
- (k) **Chairman** means the chairman of the Board of the Club.
- (l) **Chief Executive Officer** means the chief executive officer of NSWRL.

- (m) **Club Medical Officer** means the registered medical practitioner appointed by the Club as its medical officer, or who otherwise acts as the Club's medical officer.
- (n) **Club Rules** means any rules, regulations, by laws, policies and guidelines made by the Club from time to time which apply to the Player.
- (o) **Commencement Date** is the date so defined in **Schedule 1**.
- (p) **Contract Year** means each 12 month period during the Term ending on 31 October.
- (q) **Expiry Date** is the date so defined in **Schedule 1**.
- (r) **Game** means the sport of rugby league football.
- (s) **History Declaration** means a declaration completed by the Player in the form which is set out at **Schedule 3**.
- (t) **Laws of the Game** means the International Laws of the Game adopted and revised, from time to time, by the Rugby League International Federation.
- (u) **Match** means any rugby league match involving any of the Club's Teams, which is played as part of a NSWRL Competition (including pre-season and post-season matches) together with any other rugby league match in which a Team representing the Club participates, except for matches played in NRL Competitions.
- (v) **Match Fees** means the amounts so described, which are payable under this Agreement in accordance with **Schedule 1**.
- (w) **Match Official** includes referees, touch judges, in-goal touch judges, video referees, interchange officials, ground managers, timekeepers, sin bin operators and any other person appointed by NSWRL or otherwise (including where a person is appointed by the Club or another club participating in a Match) in respect of the organisation, control administration or adjudication of a Match.
- (x) **Media** means and includes all forms of broadcast, radio, print, electronic media, excluding Social Media.
- (y) **National Rugby League** means National Rugby League Limited, ABN 23 082 088 962.
- (z) **NRL Competitions** means the various rugby league premierships, tournaments, competitions and matches controlled by and conducted under the auspices of National Rugby League.
- (aa) **NRL Playing Agreement** means an agreement between a player and a club in the form approved by National Rugby League for players playing in NRL Competitions.
- (bb) **NSWRL** means New South Wales Rugby League Limited, ABN 11 002 704 761.
- (cc) **NSWRL Appeals Committee** means the tribunal so established under the NSWRL Rules.
- (dd) **NSWRL Board** means the board of directors of NSWRL.
- (ee) **NSWRL Competitions** means the various rugby league premierships, tournaments, competitions and matches controlled by and conducted under the auspices of the NSWRL.

- (ff) **NSWRL Judiciary** means the tribunal so established under the NSWRL Rules
- (gg) **NSWRL Rules** means any rules, regulations, by laws, policies and guidelines made by the Club from time to time which apply to the Player, including without limitation each of the documents listed in clause 3(b) of this Agreement.
- (hh) **NSWRL Season** means the annual rugby league season of NSWRL and the NSWRL Competitions, which commence in or about each February and end in or about October.
- (ii) **Party** and **Parties** means, respectively, a party to this Agreement and the Parties to this Agreement.
- (jj) **Player Property** means the Player's name, nickname, likeness, image (including any footage of the Player training or playing the sport of rugby league), voice, photograph, likeness, caricature, any identifying characteristics or marks, signature, biographical material, or performance, in each case in whatever format.
- (kk) **Player Registration Application** means the online document and process of registration as prescribed by the NSWRL from time to time.
- (ll) **Playing Fee** means the amounts so described, which are payable under this Agreement in accordance with **Schedule 1**.
- (mm) **Representative Matches** means any rugby league match played between teams selected to represent a particular nationality, geographic area or some other group.
- (nn) **Registration Form** means the online form completed by the Player in the form that is prescribed by the NSWRL.
- (oo) **Rights** means the rights granted by the Player to the Club under clause 6(a).
- (pp) **Social Media** means any website or application that enables users to create and share content or participate in social networking.
- (qq) **Sub Committee** means a sub-committee of the NSWRL formed in accordance with the provisions of NSWRL's constitution.
- (rr) **Team** means rugby league teams which are selected to represent the Club in a Match.
- (ss) **Team Apparel** means apparel provided by the Club to the Player which is for use in playing, training or for other purposes specified by the Club.
- (tt) **Term** means the operative period of this Agreement, commencing on the Commencement Date and ending on the Expiry Date or the other date on which this Agreement is terminated in accordance with its terms.

25 Interpretation

- (a) A reference to the singular includes a reference to the plural, and vice versa.
- (b) A reference to a gender includes a reference to all genders.
- (c) A reference to a clause, sub-clause, schedule, appendix or annexure is, unless stated to the contrary, a reference to the clause, sub-clause, schedule, appendix or annexure of this Agreement.

- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (e) an expression importing a natural person includes any company, partnership, joint venture, incorporated association, co-operative, unincorporated association or other body corporate and any governmental agency.
- (f) a reference to this Agreement or other document includes any variation, novation or replacement of or supplement to any of this Agreement or other such document from time to time.
- (g) headings are inserted only for guidance and do not affect the interpretation of this Agreement.
- (h) a reference to a Party includes that Party's heirs, successors and permitted assigns.
- (i) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws made or issued under that statute.
- (j) The *contra proferentum* doctrine does not apply to the interpretation of this Agreement. No provision of this Agreement shall be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.
- (k) The recitals, annexures and schedules of and to this Agreement form part of this Agreement and have the same force and effect as if set out in full in the body of this Agreement.
- (l) a reference to a specific time for the performance of an obligation is a reference to that time in Sydney, Australia.
- (m) The expressions "\$A", "\$", "\$AUD", "dollars" or any other reference to currency is a reference to Australian Dollars.

EXECUTED by [insert name and ABN / ACN of Club]

Director/Secretary
Print Name:

Director/Secretary
Signature:

Witness

SIGNED by [insert full name of player] in the presence of:

Signature

Witness

SIGNED by [insert full name of parent or guardian of player if player aged under 18 years at Commencement Date] in the presence of:

Signature

Witness

Schedule 1

TERM	
Commencement Date	[date]
Expiry Date	31 October [year]
PAYMENT	
Playing Fee	[\$insert]
Match Fee	[\$insert re win / lost / draw]
Manner and Dates for Payment	[insert only if frequency and timing is different to that assumed in clause 7(c)(ii)]

Player Initial: _____

Schedule 2

Contracts in respect of the exploitation of Player Property

	Name of counterparty	Start date	End date	Any options
1				
2				
3				
4				

Player Initial: _____

Schedule 3

New South Wales Rugby League History Declaration

1	Highest junior representation (e.g. Secondary Schools Rugby League Opens, Junior Kangaroos, Junior Kiwi 18s or Junior Kiwi 20s, U/18s SOO et cetera)	
2	Country of birth	
3	Country of election (if eligible)	
4	1 st parent heritage – mother (New Zealand, Australia, Indigenous Australian et cetera)	
5	2 nd parent heritage – father (if different from 1 st parent's)	
6	1 st grandparent's heritage – mother's mother (if different from parents)	
7	2 nd grandparent's heritage – mother's father (if different from parents or 1 st grandparent)	
8	3 rd grandparent's heritage – father's mother (if different from parents or 1 st or 2 nd grandparents)	
9	4 th grandparent's heritage – father's father (if different from 1 st , 2 nd or 3 rd grandparents)	

If you think you may be eligible for City / Country and / or State of Origin, and therefore Australian selection, please also complete the information required in the table below:

	For State eligibility	Enter NSW, QLD or N/A	More specific details for City v Country Eligibility	Answer (more specific details)
10	In which State or Territory of Australia were you born?		City or town?	
11	In which State or Territory of Australia did you <u>play</u> rugby league for the majority of the years from u6s to u18s (inclusive)?		Which team / club?	
12	In which State or Territory of Australia did you spend the majority of years at school (i.e. years K – 12)?		At which school was the majority?	
13	In which State or Territory of Australia did you first play rugby league in a State-run junior representative competition at u15s level or above?		Which team?	
14	For which State or Territory of Australia did you first play School State Representative Rugby League?		Team and year?	
15	If none of 10 – 14 (both inclusive) apply, in which State or Territory of Australia were you first registered to play rugby league within a State-based competition?		At what age?	

SIGNED by [insert full name of player] in the presence of:

Signature

Witness

Schedule 4
Special Conditions

Player Initial: _____

Schedule 5

STATUTORY DECLARATION

OATHS ACT 1900, NSW, EIGHTH SCHEDULE

I, _____ [Players name],
("the **Player**")

And, I, _____ [Club rep's name],
the duly authorised representative of _____ [Club],
("the **Club**")

And, I, _____ [Agent's name],
the Accredited Agent for the Player ("the **Agent**")

And, I, _____ [Parent/Guardian's name],
the Parent/Guardian of the Player, being under 18 years of age at the time of making this declaration
("the **Parent/Guardian**")

do solemnly and sincerely declare that:

1. We are aware that this Declaration, as lodged by the Club, will be relied upon by the NSWRL to complete the registration of the Player and to evidence the Agreement between the Player and the Club.
2. To the best of our knowledge, information, and belief the NSWRL Standard Playing Agreement attached to this Declaration, along with the completed Schedules ("the Agreement") contains all of the terms agreed between the Parties, including as to the payment of Remuneration by, or on behalf of, the Club to, or for the benefit of, the Player.
3. To the best of our knowledge, information, and belief Schedule 2 to the Agreement contains complete details of every current Contract in respect of the exploitation of Player Property entered into by, on behalf of, or with respect to, the Player as well as every proposed Contract in respect of the exploitation of Player Property to be entered into by, on behalf of, or with respect to, the Player.
4. We are aware that the Player is entitled to independent legal advice in relation to his rights and obligations under the Agreement and that, by signing this Declaration and entering into the Agreement with the Club, the Player is satisfied as to the nature of the relationship between the parties, the content of the Agreement, and the legal effect of the Agreement, and intends to be bound by said Agreement.

5. We are aware that if it later emerges that the contents of this declaration are not true and correct in every respect, that the Player's registration in a NSWRL Competition may be cancelled.

And we make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the *Oaths Act 1900*.

PLAYER

Declared at: on

[place]

[date]

.....
*[signature of **Player**]*

in the presence of an authorised witness, who states:

I,, a

[name of authorised witness]

[qualification of authorised witness]

certify the following matters concerning the making of this statutory declaration by the person who made it: *[* please cross out any text that does not apply]*

1. *I saw the face of the person OR *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering, and
2. *I have known the person for at least 12 months OR *I have confirmed the person's identity using an identification document and the document I relied on was

[describe identification document relied on]

.....
[signature of authorised witness]

[date]

CLUB

Declared at: on

[place]

[date]

.....
*[signature of **Club Representative**]*

in the presence of an authorised witness, who states:

I,, a

[name of authorised witness]

[qualification of authorised witness]

certify the following matters concerning the making of this statutory declaration by the person who made it: *[* please cross out any text that does not apply]*

1. *I saw the face of the person OR *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering, and
2. *I have known the person for at least 12 months OR *I have confirmed the person's identity using an identification document and the document I relied on was

[describe identification document relied on]

.....
 [signature of authorised witness] [date]

AGENT

Declared at: on
 [place] [date]

.....
 [signature of Agent]

in the presence of an authorised witness, who states:

I,, a,
 [name of authorised witness] [qualification of authorised witness]

certify the following matters concerning the making of this statutory declaration by the person who made it: [* please cross out any text that does not apply]

1. *I saw the face of the person OR *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering, and
2. *I have known the person for at least 12 months OR *I have confirmed the person's identity using an identification document and the document I relied on was

[describe identification document relied on]

.....
 [signature of authorised witness] [date]

PARENT/GUARDIAN

Declared at: on
 [place] [date]

.....
 [signature of Parent/Guardian]

in the presence of an authorised witness, who states:

I,, a,
 [name of authorised witness] [qualification of authorised witness]

certify the following matters concerning the making of this statutory declaration by the person who made it: [** please cross out any text that does not apply*]

1. *I saw the face of the person OR *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering, and
2. *I have known the person for at least 12 months OR *I have confirmed the person's identity using an identification document and the document I relied on was

[describe identification document relied on]

.....

.....

[signature of authorised witness]

[date]