

# **Sporting Clubs Affiliation Agreement**

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Flinders University (“the University”)

and

the club named in Item 1 of the Schedule (“the Club”)

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# **SPORTING CLUBS AFFILIATION AGREEMENT**

## **SCHEDULE**

### **1. Name**

Name:	
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### **2. Authorised Representative**

Name:	
Contact Number:	
Contact Email:	

### **3. Sport**

Principal Sporting Activity of Club:	
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### **4. Documents attached**

- Register of Members
- Contact details of Committee members
- Constitution (if this is first Agreement, or if the Constitution has been amended)
- Minutes of AGM (or first AGM if this is first Agreement)
- Financial Accounts
- Certificates of Currency for required insurance

## **GENERAL CONDITIONS**

### **1. CONDITIONS OF AFFILIATION**

- 1.1 The Club must meet the minimum requirements for affiliation as set out in this Agreement and as otherwise prescribed by the University from time to time, and must make application to the University for affiliation in the form prescribed by the University.
- 1.2 Affiliation is at the absolute discretion of the University.
- 1.3 The Club must meet the following requirements on application for affiliation and throughout the term of affiliation:
  - 1.3.1 the Club must have not less than ten (10) members who are current students at the University;
  - 1.3.2 unless otherwise approved in writing by the University, the Club must have not less than 51% of members who are current students at the University, but may otherwise accept members who are staff members, alumni or otherwise associated with the University;
  - 1.3.3 the Club must have a Constitution, which is approved by the University, and which includes the minimum requirements set out in this Agreement;
  - 1.3.4 the Club must retain not-for-profit status;
  - 1.3.5 the Club must have held its first Annual General Meeting prior to application for affiliation, and must have a duly appointed Committee of Management comprising not less than three officeholders; and
  - 1.3.6 the Club must appoint an Authorised Representative, set out in Item 2 of the Schedule, as the contact point with the University, and all notices required under this Agreement shall be sent to the Authorised Representative at the contact details provided, and such delivery shall be deemed delivery to the Club.
- 1.4 The Club's primary purpose shall be to provide opportunities for students, staff and alumni of the University to participate in the sport or activity nominated in Item 3 of the Schedule.

### **2. GRANT OF AFFILIATION**

- 2.1 The University grants affiliation to the Club for the term of one year, subject to the Club complying with the terms of this Agreement.
- 2.2 The Club may apply for new affiliation with the University each year, on the date nominated by the University.
- 2.3 If the Club fails to comply with the terms of this Agreement, this Agreement and affiliation may be suspended or revoked by the University.

### **3. TERMINATION, SUSPENSION OR REVOCATION OF AFFILIATION**

- 3.1 The Club may, by written notice to the University, terminate this Agreement at any time.
- 3.2 The University may, on 3 month's written notice to the Club, terminate this Agreement.

- 3.3 If the Club no longer meets the minimum requirements for affiliation, the University may by written notice to the Club immediately terminate this Agreement.
- 3.4 The University may either suspend or terminate this Agreement by written notice to the Club if:
- 3.4.1 the Club is in breach of any of its responsibilities or obligations under this Agreement;
  - 3.4.2 the Club is in breach of any policies or procedures of the University;
  - 3.4.3 the Club is unable to pay its debts; or
  - 3.4.4 the Club, or any of its officer holders or members, engages in action or omission which, in the reasonable opinion of the University, adversely impacts the reputation of the University or exposes the University to unreasonable legal or financial risk or liability, or which is objectionable, dangerous or contrary to law.
- 3.5 Upon suspension, all benefits of this Agreement will be suspended, and the University shall give notice of the actions required of the Club in order for the suspension to be removed, and the time allowed for such action to be undertaken.
- 3.6 If the Club fails to take the action required by the University within the time allowed, then this Agreement will automatically terminate at the end of the specified time frame.
- 3.7 Upon termination of this Agreement for any cause, the Club shall immediately cease to be entitled to any benefits under this Agreement, and shall immediately disassociate itself from the University, including if necessary changes to name, branding and any promotional materials including online and on uniforms.
- 3.8 Upon revocation of this Agreement by the University, the University may require the reimbursement of grant funding provided to the Club within the preceding twelve (12) months.

#### **4. BENEFITS OF AFFILIATION**

- 4.1 The Club shall be entitled to use the name "Flinders" within their Club name, and to use branding and marketing associated with the University. All use of the name Flinders University, or of the University logo must be approved in advance by the University
- 4.2 The Club shall be entitled to access to facilities and resources as agreed with the University.
- 4.3 The University will provide marketing and administrative support to the Club as agreed with the University.
- 4.4 The Club shall be entitled to apply for grant funding from the University, and may be eligible for funding allocation from the Student Services and Amenities Fees.
- 4.5 The University will provide public liability insurance coverage for the Club for all activities on University premises or facilities, and personal accident insurance coverage for current students of the University.

#### **5. RESPONSIBILITIES OF AFFILIATION**

- 5.1 The Club shall maintain a current register of members, and provide a copy of the member list to the University upon request, and at least annually with their Affiliation Agreement each year. The member register shall identify whether the member is a current student, staff member, alumni or other.

- 5.2 The Club shall maintain an up-to-date contact list for officer holders, and provide a copy to the University upon request, and shall promptly provide any updates when any details change, and the University shall use this information to provide contact details for the Club to interested parties, including online and on social media.
- 5.3 The Club shall comply with the terms of its Constitution and ensure that all roles in the Committee of Management are filled at all times.
- 5.4 The Club shall comply with all relevant policies and procedures of the University.
- 5.5 The Club shall comply with all relevant state and Federal laws.
- 5.6 The Club shall:
  - 5.6.1 ensure it remains solvent at all times;
  - 5.6.2 maintain proper records and accounts;
  - 5.6.3 present financial accounts to the members at the Club's Annual General Meeting;
  - 5.6.4 provide a copy of the financial accounts to the University upon request, and at last annually with their Affiliation Agreement each year; and
  - 5.6.5 comply with the terms of any grant funding provided to the Club by the University.
- 5.7 The Club shall take all reasonable steps to protect the facilities and assets of the University from damage through misuse or negligence, and shall comply with all terms of use of any facilities or assets, including any licensing conditions.
- 5.8 The Club shall obtain any necessary insurances in addition to that provided by the University.
- 5.9 The Club may be, but is not required to be, an incorporated association under state law, and otherwise will be an unincorporated association.
- 5.10 The Club may seek external sponsorship or partnership with suitable and appropriate individuals or organisations, but only upon the prior approval of the University, and provided such sponsorship will not adversely impact upon the University's reputation.
- 5.11 The Club may be, but is not required to be, a member of or affiliated with a local, state or national association or body connected with the sport or activity in which the Club participates, provided such membership or affiliation does not conflict with the responsibilities of this Agreement.
- 5.12 The Club shall ensure that its Constitution contains, and continues to contain for the term of the affiliation, the provisions contained in clauses 7.2 to 7.5 of this Agreement.

## **6. CONDUCT OF MEMBERS**

- 6.1 The Club shall ensure its members comply with, and shall require its members sign a Code of Conduct committing to, the following standards of behaviour:
  - 6.1.1 Members must behave in responsible manner when representing the Club, and foster an environment that encourages positive values of fairness, respect,

responsibility and safety, and which honours the ethos and cultural values of the University.

- 6.1.2 Members must abide by a policy of zero tolerance of alcohol when training or playing and zero tolerance of illegal or performance enhancing drugs at all times.
- 6.1.3 Members must comply with the terms and conditions of use for all University facilities.
- 6.1.4 Members must comply with the terms and conditions of the governing body of the sport or activity in which the Club participates.
- 6.1.5 Members must abide by all relevant state and Federal laws.
- 6.1.6 Members must comply with all relevant University policies and procedures and Codes of Conduct (including but not limited to the University's policies on bullying, sexual harassment, equal opportunity, racism and disability).
- 6.1.7 Members must abide by a policy of zero tolerance for sexual assault or sexual harassment, physical, mental or emotional abuse.
- 6.1.8 Members must comply with any additional regulations or requirements advised to the Club by the University.

## 7. INVESTIGATION AND DISCIPLINARY ACTION -

### COMPLAINTS AND ALLEGATIONS OF MISCONDUCT

- 7.1 The Club shall institute a procedure to receive, investigate, and take action on any complaints or allegations of misconduct made against a member of the Club.
- 7.2 Any complaint about the conduct of a current student or staff member, or allegation of a breach of a University policy by a current student or staff member, shall be referred to the University for investigation. Where the University makes a finding of serious misconduct, the University may direct the Club to impose a sanction on the member up to and including expulsion from membership of the Club, and the Club shall comply with such direction.
- 7.3 Any complaint or allegation of misconduct not involving a breach of a University policy shall be investigated and action taken by the Club in accordance with its procedures.
- 7.4 Any complaint or allegation of misconduct not involving a current student or staff member of the University shall be investigated and action taken by the Club in accordance with its procedures.
- 7.5 Notwithstanding the above, if the University considers that a complaint or allegation raises matters that present serious risk to the University community, or to the reputation of the University, the University may direct the Club to expel the member from membership of the Club, and the Club shall comply with such direction.
- 7.6 In this clause 7, **University policy** means any policy, procedure, statute, by-law, employment obligation, or code of conduct of the University, and anything analogous or similar to the foregoing.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_

Signed for and on behalf of )  
**FLINDERS UNIVERSITY** )  
By its duly authorised officer )  
)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title

Signed for and on behalf of )  
**the CLUB** )  
By its Authorised Representative )  
)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name