



**VICTORIAN
NETBALL
LEAGUE**

STANDARD PLAYER AGREEMENT

DEFINITIONS

In this Agreement, unless expressly stated to the contrary, all capitalised terms shall have the following meanings when used in this Agreement:

Agreement means an Agreement in respect of an individual Player in the form of the Standard Player Agreement.

Clubs means the Club licences to participate in the League by Netball Victoria which, as at the date of this Agreement, are:

- a) Bendigo Strikers;
- b) Boroondara Express;
- c) Casey Demons;
- d) City West Falcons;
- e) Geelong Cougars;
- f) Gippsland Stars;
- g) Hawks Netball;
- h) Melbourne University Lightning;
- i) North East Blaze;
- j) Peninsula Waves;
- k) Western Warriors; and
- l) Wilson Storage Southern Saints.

Code of Conduct means the code of conduct for Players as developed, promulgated and amended by Netball Australia or Netball Victoria from time to time.

Competition Rules means the rules of the League as determined by Netball Victoria from time to time (including the Code of Conduct and Disciplinary Code).

Final Squad means a Team's "Final Squad" of fifteen (15) Players notified to Netball Victoria.

League means the Victorian premier netball league currently known as "Victorian Netball League" conducted by Netball Victoria (and any subsequent, substantially similar replacement competition), including all Pre-season matches, the Home and Away Rounds, the Finals Series, and any charitable or promotional matches involving the Teams that is organised or sanctioned by Netball Victoria.

Match means all netball matches played between Teams as part of the League and any other netball matches played between some or all of the Teams referred to in the definition of "League".

Players means the Player and the other netball players who have current signed Player Agreements with Clubs to play for Teams.

Sponsor means any person or entity which becomes a sponsor of or enters into a sponsorship agreement with Netball Victoria, the League, or any Club.

Team Coach means the head coach of the Team.

Team Manager means the manager of the Team.

PLAYER AGREEMENT CONDITIONS

1. GENERAL

- 1.1 Netball Victoria conducts the Victorian Netball League (VNL) Competition (League).
- 1.2 Netball Victoria determines the Rules, which are binding on Players, and Clubs taking part in the competition.
- 1.3 The Club is a member of Netball Victoria and is licensed to field a participating team in the competition.
- 1.4 The Club has identified the Player as a Player likely to assist the success of the Club over the term of this agreement.
- 1.5 The Player is a skilled netball player who is eligible to play for the Club in the competition.
- 1.6 The Club wishes to obtain the Player's services as a playing member of this participating team.

2. PLAYER OBLIGATIONS

- 2.1 Attend all training sessions and team meetings of the Club.
- 2.2 Pay all reasonable Player fees (including uniform payments) as communicated by the club and within the communicated timelines.
- 2.3 Obey all reasonable directions of the Head Coach, and / or President, of the Club.
- 2.4 Play in all netball Matches in which they are selected to play or as otherwise directed by the Club unless a duly qualified medical practitioner rules them unfit to play.
- 2.5 Comply with all reasonable requirements of the Club relating to preparation for Matches, attendance at social functions, behaviour and dress.
- 2.6 Not play or practice netball with any other Club (other than Victorian Institute of Sport (VIS), Australian Netball Championships Team or Squad, Suncorp Super Netball League Team or Squad, SN Reserves Team or Squad, National Team or Squad, and/or their School) without first obtaining the written consent of the Club.
- 2.7 Keep in good physical condition and always play to the best of the Player's ability.
- 2.8 Maintain membership of recognised hospital and medical benefits fund which provides hospital, medical and dental benefits coverage and includes ambulance subscription.
- 2.9 Not engage in any dangerous activity which in the opinion of the Club may affect the Player's ability to perform their obligations under this Contract without first obtaining the consent in writing of the Club.
- 2.10 During League Matches, wear only such items of playing apparel as may be approved of or prescribed by the League and to the extent that the same are not inconsistent therewith, the Club.
- 2.11 Not comment on a matter which the Club has notified the Player is a matter upon which Players of the Club are not to comment publicly.
- 2.12 Not commit or allow the name, signature, photograph, likeness, reputation and/or identity of the Player to be used in any way in connection with or in relation to any goods or services without first obtaining the consent of the Club which consent shall not be unreasonably withheld.
- 2.13 Comply with Athlete Monitoring requirements (including wellness and injury reporting) as determined and communicated by either Netball Victoria or the Club.

3. NETBALL VICTORIA PROGRAM CONTINUUM OF CARE

- 3.1 The Player certifies and agrees to permit the communication of medical information between a Netball Victoria High Performance program and their Club consisting of:
 - a) Netball Victoria Player Development & Wellbeing Consultant;
 - b) Netball Victoria General Manager Vixens, Performance & Pathways;
 - c) Netball Victoria Pathways Manager;
 - d) Team Coach;
 - e) Team Physiotherapist;
 - f) Team Doctor (when applicable); and
 - g) Team Manager.

for the purposes of:

- a) Ensuring continuum of care between the Netball Victoria program and the Club;

- b) Ensuring that team management have timely and accurate information pertaining to any injuries/medical conditions that affect the Player's ability to train and/or play and the treatment rendered; and
 - c) Meeting the requirements of Netball Victoria selection criteria.
- 3.2 The Player agrees to the following information being communicated between the programs:
- a) Any medical information pertaining to the Player's ability to train and/or play;
 - b) Details on the any treatment rendered to the Player;
 - c) Any modification to training programs to assist with recovery/maintenance of condition; and
 - d) Any further information deemed necessary by support personnel.

NOTE: Standard medical confidentiality will apply in all circumstances.

- 3.3 The Player acknowledges and agrees that:
- a) Netball Victoria may retain any medical information obtained in respect of the Player and the results of any tests or examinations carried out on the Player for its records and for use in research and publication in medical or scientific papers provided that such publication is done in such a way that the Player's identity is not disclosed;
 - b) Netball Victoria may appoint research providers to undertake such research and publications on its behalf; and
 - c) The Player will be able to access their health information through Netball Victoria upon reasonable notice.

4. PLAYER BOUND TO RULES

- 4.1 The Player hereby agrees with the Club that they are bound by:
- a) The Rules and Regulations of the Club;
 - b) The Rules and Regulations of the League within which the Club plays (including requirements of Players and clubs regarding registration); and
 - c) The Rules and Regulations of Netball Victoria, including any modifications thereof made from time to time ("the Rules").
- 4.2 The Player hereby acknowledges the Rules restrict the freedom of the player to transfer from one Club to another without first obtaining consent of the League, but agrees such Rules are necessary and reasonable for:
- a) Achieving an even and well-matched competition;
 - b) Ensuring the competition is organised and administered to benefit the Clubs, League and Players;
 - c) Encouraging clubs to support junior development of Players to ensure the future of the competition;
 - d) Protecting and promoting the game of netball; and
 - e) Protecting the interests of the League, Clubs and Players.
- 4.3 The Player must comply with the Netball Australia Code of Conduct as developed in consultation with the Member Organisations.
- 4.4 The Player must also abide by Club policies and procedures to the extent that they are not inconsistent with those of Netball Victoria or Netball Australia.
- 4.5 The Player abides by the Netball Australia and Netball Victoria Integrity Framework as outlined by Netball Victoria.
- 4.6 The Player must comply with the Player Recruitment Window. During the term of this Agreement the Player must not enter into any discussion, negotiations, contract, agreement, arrangement, understanding or option with another Participating Team and/or Club other than the one that they are currently assigned to, outside of the Player Recruitment Window.

5. PARTICIPATING TEAM SELECTION

- 5.1 There is no obligation on the Club to select the Player in any given Match and there is no obligation on the Player's part, if an offer is made, to accept it.
- 5.2 The selection to play is made by the Head Coach of the Club and will be made on a match-by-match basis.

6. DISPUTE

- 6.1 In the event of a dispute arising between the parties during the term of this agreement or following the termination hereof, the matter may be referred for determination to the nominee of the League. A request for determination by an aggrieved party shall be made in writing to the other party and shall contain a precise statement of the issue in dispute and all relevant facts giving rise to the dispute. The League may adjudicate upon any dispute in accordance with its rules in force at the time.

7. TERMINATION

- 7.1 The Club may terminate this Agreement by giving at least 7 days' notice in writing to the Player if:
- a) The Player is in breach of any of their obligations under this Agreement and the breach continues for a period of 7 days, after notice in writing by the Club to the Player requiring the breach to be remedied.
 - b) The Club, acting reasonably, determines that the Player is not playing or training conscientiously and to the best of their ability and skill and this continues for a period of 7 days after notice given in writing by the Club to the Player;
 - c) The Player fails to achieve a level of fitness necessary to play netball as assessed by the Head Coach and/or the Club;
 - d) A registered Health Care Professional determines that the Player is unfit to play netball and will likely to remain unfit for the remainder of the Term of this Agreement;
 - e) The Player breaches or violates the constitution, by-laws, policies of the Club, Netball Victoria or the Competition Rules;
 - f) The Player engages in proven serious or repeated misconduct;
 - g) The Player breaches the Code of Conduct; The Player behaves in a manner which, in the reasonable opinion of the Club, adversely affects the public reputation or image of the Club, League, Netball Victoria any Sponsor of the game of netball generally;
 - h) The Club ceases to be licensed by Netball Victoria to field the Participating Team in the competition;
 - i) The League ceases to exist.
 - j) The Clubs circumstances change to the extent that it affects the Club's ability to field the Team in the League; or
 - k) The Player ceases to be a financial member of the Club or Netball Victoria.
- 7.2 The Player and the Club may agree to terminate this Agreement on such terms as they may negotiate between themselves.
- 7.3 The Player may terminate this Agreement by giving at least 14 days' notice in writing to the President of the Club if the Player wishes to retire or withdraw from the Team's Final Squad.

8. PRIVACY STATEMENT

- 8.1 The Club, and Netball Victoria require personal information (as that term is defined in the Privacy Act 1988 (Cth) (including medical information) of the Player for use in relation to their participation as a member of the Club's final list and for the purposes of this Agreement.
- 8.2 The Player consents to the collection of such personal information and use of that information in accordance with the objects of Netball Victoria, the League, the Club, the Team and their authorised officers and agents for the purposes of this Agreement and for any other reason permitted or required by law.
- 8.3 The Player acknowledges that their personal information may be forwarded to Sport Integrity Australia, Netball Victoria, competition organisers and other parties for the purposes of this Agreement.
- 8.4 The Player will be able to access their personal information from the Club and/or Netball Victoria upon reasonable notice.

9. CONFIDENTIALITY

- 9.1 The Player and the Club acknowledge that the terms and conditions of this Agreement and all information obtained from the other party pursuant to this Agreement are confidential and the parties agree to take whatever measures are reasonably necessary to preserve such confidentiality unless disclosure is required by law.

10. ACCEPTANCE OF RISK

- 10.1 It is expressly agreed between the Player and the Club that neither the Club or any servant or agent of the Club shall in any circumstances whatsoever be under any liability whatsoever to the Player for any loss, damage or injury of kind arising directly or indirectly from any act, neglect and/or default (whether negligent or otherwise) on the part of the Club or such servant or agent whilst acting in the course of or in connection with their engagement or provision of services to or for the Club or to or for the Player.

11. WAIVER

- 11.1 A waiver by any party of any of the terms and conditions of this Agreement in any one case shall not be deemed or construed to be a waiver of such term or condition for the future or for any other or subsequent breach.