

FSC COMPETITION APPLICATION



2023 TERMS AND CONDITIONS

1. BACKGROUND

- a) FSC has invited interested parties, including the Club, to apply to participate in relevant FSC Competitions during the 2023 Season.
- b) The Club must submit the Application to FSC in order to be considered for participation in the FSC Competitions during the Season.
- c) Acceptance or otherwise of any club into a Competition or selection of any club in a particular competition is at the discretion of FSC.
- d) This Application Form and all necessary attachments and appendices are to be submitted to FSC by no later than **5:00pm Friday, 2 December 2022** (“the Lodgement Date”).
- e) FSC may, at its absolute discretion, decline and has no obligation whatsoever, to consider or process any Application which is not delivered to FSC before, or is received by FSC after, the Lodgement Date.
- f) FSC undertakes that any information obtained by it as a result of or in connection with this application will be used solely for the purposes of considering this application and will be treated as strictly confidential.

2. TERMS AND CONDITIONS OF THE APPLICATION PROCESS

- a) Several factors will be considered by FSC in determining whether to accept a club into any FSC Competition, including but not limited to:
 - i. Competition criteria as determined by FSC from time to time as advised to member clubs.
 - ii. The prior disciplinary and management history and record of any Club including but not limited to the disciplinary performance and record of its players, coaches, officials, administrators, executives and office bearers, the club’s financial management and status and the club’s management and performance record;
 - iii. Breaches of any specific regulations or applied to the Club or its office bearers or officials by FSC for any prior previous Season;
 - iv. The Application and all sections and accompanying Participation Agreement being fully completed and lodged as per the Lodgement Date and containing true and correct information as at that date;
 - v. The assessment by FSC or its authorised delegates of the Club’s ability to meet the required criteria as per the Competition Rules for the applicable Competition for which the Club is applying to play;
 - vi. The Application addressing all the required criteria as per the Competition Rules for the applicable Competition for which the Club is applying to play
 - vii. The Club’s financial status, including its solvency and ability to pay its debts as and when they fall due and not have any monies owing to FSC.

- b) FSC may at its absolute discretion determine that:
 - i. The Club's Application is ineligible for assessment or consideration and decline to offer to the Club any opportunity to participate in any FSC Competition; or
 - ii. it should assess and consider such Application and place the Club in such FSC Competition as it considers appropriate, which may not be the Competition applied for by the Club.
- c) FSC has the ability to accept or reject the Club's Application into a FSC Competition. If the Club is not accepted into a Competition which is selected under Section 3 of this Application Form, the Club may, but will not necessarily, be offered entry into another Competition.
- d) Submission of an application by a Club Applicant does not oblige FSC to enter into any discussions, negotiations or contractual arrangements with a Club.
- e) The Club is responsible for all costs and expenses associated with the completion of the Application Form and related and required documentation.
- f) Neither FSC, nor its respective officers, directors, employees, contractors, agents or advisers, will be liable (in contract, tort (including negligence), equity, or otherwise), for any direct or indirect damages, losses, costs or expenses (including wasted costs, loss or profits or loss of business opportunity) incurred by the Applicant or any other person and arising in any way in connection with its submission of an application.
- g) FSC will confirm whether an Applicant Club has been accepted into an FSC Competition, via a Letter of Offer, and the Club is able to accept or reject any such offer by the due date specified by FSC in the Letter of Offer.
- h) The Club must, without alteration, complete, sign and submit to FSC Part B "The Participation Agreement" before the Club's application can be assessed by FSC. Execution and submission of the Participation Agreement does not guarantee or procure the Club any participation or position within any FSC Competition.
- i) By submitting Part B 'The Participation Agreement' the Club will be deemed to have reviewed and acknowledge and agreed to these Terms and Conditions.
- j) FSC may perform such investigations, including creditworthiness and probity investigations, as it determines are necessary in relation to an applicant Club, its officers, employees, contractors, partners, associates, subcontractors or related or associated entities and their officers, employees, contractors and subcontractors. A Club will promptly provide, and authorize any third party to provide, FSC with any such information or documentation as FSC requires to undertake the investigations.
- k) In the case of financial security on the part of an Applicant Club, as determined by FSC in its absolute discretion, FSC may require the Club to provide a bank guarantee (or its directors to provide personal guarantees) up to the value of the applicant Clubs estimated Annual Participation Fee for the 2023 season.
- l) By submitting an application (or any part thereof), the Club waives any rights it may have to make a claim against FSC, or its respective officers, directors, employees, contractors, agents or advisers arising out of or in connection with the Application Process.

- m) FSC reserves the rights, in its absolute discretion, to:
- i. Waive any irregularities or failure by Club to comply with any of the requirements set out in the Application Documents;
 - ii. Reject or not consider an application by a Club, including one which complies with the requirements of the Application Form and/or Participation Agreement;
 - iii. Not give any reason to any person or Club for the rejection or failure of a Club to participate in FSC competitions;
 - iv. Exclude a Club at any time from participating any further in the Application process for any reason, including (but not limited to) capability, financial insecurity, operational requirements or otherwise;
 - v. Not enter into any agreement in relation to matters described in the Application form or to enter into any arrangement in relation to such matters;
 - vi. Request additional information or seek clarification on any information provided by a Club as part of the application, including but not limited to, independently audited financial statements for their most recently completed financial year
 - vii. Suspend or cancel the Application Process and/or issue new Application documents
 - viii. Evaluate any submission by a Club in accordance with any evaluation process determined by FSC
 - ix. Take account of any other relevant information that FSC may have in its possession and make enquiries of any person to assist it in the evaluation process/
 - x. Conduct the application process in such manner as it sees fit
Select a club to participate in any FSC Competition as deems fit including Competitions other than as nominated by the Club
- n) Any decision taken by FSC with respect to the acceptance or allocation or otherwise of any Applicant to any FSC Competition will be binding and final and not subject to any appeal or legal recourse.
- o) By submitting an application, the Applicant agrees that any decision, and the process of making any decision, by FSC in granting or decline to grant a licence to participate in the 2023 Competitions if final and is not subject to appeal.
- p) All enquiries from a Club regarding the Application documents must be in writing to:
davidware@footballsouthcoast.com or bobbym@footballsouthcoast.com
- q) The Club acknowledges that it is its own responsibility, before submitting an Application to:
- i) Examine the Application documents and Participation Agreement and all other documentation referred to within these documents
 - ii) Identify and obtain all information it may require to prepare and submit an Application
 - iii) Obtain independent advice
 - iv) Consider all risks, contingencies, impacts and other circumstances which may affect its submission and its ability to perform in accordance with it
 - v) Satisfy itself as to the correctness of all information in its submission

- r) Each Club warrants and represents to FSC that the information submitted is complete and accurate and may be relied upon by FSC and indemnifies FSC against and for all losses incurred by FSC as a result of a breach of such warranties or the representations being incorrect.
- s) If a Club becomes aware of any error or omission in its submission, it must immediately notify FSC of that error or omission and FSC may exclude the Club from the application process or allow the Club to correct the error or omission.
- t) Neither FSC or its offices, directors, employees or contractors will be liable for any direct or indirect damages, losses costs or expenses incurred by a Club or any other person and arising in any way in connection with:
 - i. The preparation of the submission
 - ii. The evaluation of the submission
 - iii. Any investigations of, or by, the Club
 - iv. The rejection or refusal of a submission
 - v. The variation, suspension or cancellation of the Application process
 - vi. Any information given, or not given, by the Club

By submitting an Application, the Club waives any rights it may have to make a claim against FNSW or its officers, director,s employees or contractors arising out of or in connection with the Application process.

- u) Clubs must submit, by 5pm on the 25 November 2022, as part of Section 4B of the Application Form, financial statements as at the 31st October in a format compliant with their financial reporting obligations as determined by NSW Fair Trading or ASIC and provide proof of compliance to FSC if requested to do so by FSC at any time in its absolute discretion.
- v) The Club agrees to field all teams across all eligible and required grades (for Community League All Age, Men’s Premiership and Women’s Premier League) of the 2023 Competitions that the Club applies to participate in. The Club acknowledges that failure to do so may result in sanctions being imposed against the Club.