



THIS AGREEMENT is made 19/10/2021

BETWEEN **BANGLA WARRIORS CANBERRA** of ACT 2902

AND _____ of _____

BACKGROUND

- A. The team is an incorporated body which is a registered Not-For-Profit Organisation trading as BANGLADESH SPORTS CLUB CANBERRA (BDSCC). The Club enters a number of teams in the local cricket tournaments conducted by various local organisations and authorities among other sports.
- B. BANGLA WARRIORS CANBERRA (BWC) is the registered team name and entity, set up as a subsidiary of BANGLADESH SPORTS CLUB CANBERRA.
- C. The Player agrees to play cricket with the Club in accordance with the terms and conditions of this agreement.

IT IS AGREED:

1. TERM OF AGREEMENT

Notwithstanding the date this agreement is signed, this agreement is deemed to have commenced on the date set out in Item 1 of the schedule and will expire on the date set out in Item 2 of the schedule or such other date being the end of the last relevant cricket season having regard to the cricket seasons set out in Item 3 of the schedule ('Season/s'), unless terminated earlier in accordance with clause 8.

2. PLAYER OBLIGATIONS

2.1 For the entire duration of 2021-2022 Sunday Socials Cricket Season, the Player is contracted as a cricket player in the grade set out in Item 4 of the schedule ('Grade') with the Club in the Competition during the Season/s, which includes the following obligations:

(a) the amount specified in Item 7 of the schedule per Season ('Fee')

(by direct deposit into the club's bank account (the details of which the Player must attain from club treasury or any executive body);

(b) play in all Club cricket matches in the Grade and for the team in which the Player is selected to play or as otherwise directed by the Club, unless ruled unfit to play by a duly qualified health professional (by notice in writing to the Club) or as otherwise permitted by team management or other authorised Club official;

(c) attend all Club nominated team training sessions, team meetings and team activities advised by the Club, unless unable to attend due to personal or other obligations (by notice in writing to the Club) or as otherwise permitted by team management or other authorised Club official;

(d) comply with all reasonable requirements of the Club relating to preparation for matches, attendance at Club social, sponsorship, promotional or public relations activities and functions, behaviour and dress/uniform;

(e) conduct themselves with propriety and decorum and refrain from any conduct which may prejudice or lessen the value of their services as a player for the Club;

(f) abide by the constitution, by-laws and rules of the Competition, Club, Sunday Socials Cricket Association and all other event organisers which BDSCC has commitments towards

(g) exhibit high standards of athletic performance and personal conduct including high standards of personal behaviour;



- (h) submit as and when required by the Club to undertake any medical fitness testing and examination, including covid test;
- (i) where possible maintain membership of recognised hospital and medical benefits fund which provides hospital, medical and dental benefits coverage, always including emergency ambulance and hospital cover as the club is not liable to cover such fees;
- (j) not engage in any dangerous or high-risk activity which in the reasonable opinion of the Club may affect the Player's ability to perform the Player's obligations under this agreement without the prior written consent of the Club;
- (k) not advocate, prescribe, recommend, support, administer or participate in the use of drugs, stimulants, or doping practices prohibited by the Club, Participating Event(s), Cricket ACT or Cricket Australia;
- (l) not engage in any betting in relation to any cricket match, matches or cricket-related activity or event ('Event'), be party to fixing or contriving a result or other aspect of any such Event, disclose inside information at any time that could be used by any person in relation to betting or otherwise contravene any related Australian Cricket policy, rule or regulation;
- (m) conduct themselves in a competent, professional and timely manner, consistent with the best interests of the Club and in compliance with all applicable laws and regulations (including payment of any fines, penalties and associated administrative costs for failure to comply with any such laws or regulation);
- (n) comply with all lawful and reasonable orders and directions given by team management and the Club Executive Committee as applicable;
- (o) except if selected to play, or appointed to a team management capacity, administer or have other involvement in, representative cricket for an ACT cricket team/club, not play or enter into any other contract to play cricket for any other entity, league or competition without the prior written consent of the Club (following the Player's provision to the Club of all relevant information);
- (p) maintain confidentiality in respect of this agreement and any matters designated by the Club as confidential or which would reasonably be expected to be confidential, except for the purposes of obtaining legal or financial advice or as otherwise required by law;
- (q) not incur expenses on behalf of the Club nor pledge the credit of the Club, except to the extent that the Player has prior written authorisation from the Club;
- (r) not comment to or in relation to media except with the express written approval of the Club;
- (s) participate in and allow the Club to use photographs, video, film or other media containing images of the Player engaged in training, competition or associated Club activities for the purposes of sponsorship, advertising, promotion and marketing;
- (t) carry out such other specific roles and responsibilities as are specified in Item 5 of the schedule; and
- (u) liaise with and report to the person(s) specified in Item 6 of the schedule.

To avoid doubt, this agreement does not commence and is void (and no payment or benefit is due to the Club) if the Season does not commence.



- 2.2 The Player acknowledges and agrees the Player enters into this agreement as an independent contractor to the Club and that nothing in this agreement creates a relationship between the Player and the Club of employer/employee, principal/agent, a joint venture or a partnership. To avoid doubt, the Player shall be responsible for any taxation in respect of any amount the Player receives under this agreement and the Club shall have no responsibility for payment of any taxes, levies, superannuation, workers' compensation contributions, group tax, payroll tax and other imposts imposed by law or the provision of annual leave, personal leave or any other leave or entitlements consequent upon an employment relationship.

3. CLUB OBLIGATIONS

- 3.1 Subject always to this clause 3 and the Player's compliance with this agreement, the Club will:
- (a) pay the Player:
- (i) an equal amount of any wining prize money will be distributed to all the players that has met the player obligations outlined in clause 2.
 - (ii) no other financial commitment is made to the player for the duration of the season outline in item 3.
- 3.2 (b) refunds
- (i) a pro-rata amount will be refunded to the player in case the tournament is cancelled or shortened after commencement due to unforeseen circumstances, subjected to the amount refunded to the club by tournament organisers.
 - (ii) In the event of an early termination of contract in accordance with clause 8, the club reserves the right to at its own discretion refund portion of the player's fee outlined in item 7
- 3.3 Any dispute between the Player and Club regarding calculation of Fee and Refund will be resolved under clause 5.

4. POLICIES, RULES, REGULATIONS AND PROCEDURES

- 4.1 The Club, Sunday Socials Cricket Association, Future Events/Competitions, Australian government and all associated authorities have and will continue to develop a number of policies, rules, regulations and procedures relating to a range of matters applicable to the Player. All policies, rules, regulations (in so far as they are applicable) and procedures of the Competition, Club and Sunday Socials Cricket Association are deemed to be part of this agreement, with which the Player is bound to comply. The Club or Sunday Socials Cricket Association may change these policies, rules, regulations and procedures to meet with the operational needs of their respective businesses and the Competition as applicable. Copies of such policies, rules, regulations and procedures are available for inspection the respective entities website and otherwise upon request to the Secretary (or other authorised officer) of the Club.
- 4.2 Nothing in this agreement prevents the Player from being suspended or stood down from any and all obligations under this agreement (and so is unavailable) while the Club investigates and/or determines any actual, alleged or reasonably suspected breach of any such policy, rule, regulation or procedure or this agreement.

5. DISPUTE RESOLUTION

If a dispute arises out of or in relation to this agreement, the parties will confer in good faith with a view to resolving the matter in accordance with the following procedure:

- (a) should any matter occur which gives cause for concern to the Player, the Player will raise such matter with the Team Managers or via email to BDSCC Executive Committee.
- (b) should any matter occur which gives cause for concern to the Club Executive Committee or Team Management, its delegate(s) will raise such matter with the Player;
- (c) if the matter is not settled, it must be discussed between the Player and a delegate of the Club Executive Committee in the presence of their respectively nominated an agreed



mediator (or failing agreement, by a mediator appointed by the President for the time being of the Australian and New Zealand Sports Law Association Inc or successor body);

- (d) if the matter is still not settled, the formal dispute resolution as documented within the Club's Statement of Purposes and Rules (or equivalent) will be followed unless otherwise agreed.

The parties agree to attempt to resolve any dispute in accordance with the procedure set out in clause 5 prior to taking any further action or commencing any proceedings in a Court of law. To avoid doubt, this dispute resolution process does not apply to on-field sporting matters which are dealt with under the Competition rules.

6. PRECEDENCE AND HIGHER DUTIES

- 6.1 It is agreed by the parties to this agreement that a Cricket Australia, Australian Government Mandate will take precedence over this agreement and that the relevant rules, regulations and policies of ACT Cricket and Sunday Socials Cricket Association or equals as applicable will be complied with.
- 6.2 The obligations of the parties under this agreement (other than an obligation to pay any amount already accrued, due and payable) are suspended without penalty on notice in writing to the Club if the Player is selected to play (or listed as a replacement player), coach, administer or have other involvement with a State or National representative team or W/BBL team, for such time as the Player is otherwise committed or engaged. The Player must provide the Club with prompt written notice in relation to the commencement or conclusion of all such duties with other entities.

7. EVENTS OUTSIDE CLUB'S REASONABLE CONTROL

- 7.1 An obligation of the Club, including an obligation to pay any amount under this agreement except to the extent already accrued and payable, is suspended during the time, and to the extent, that the Club is prevented from or delayed in complying with the relevant obligation as a result of any event or cause beyond the Club's reasonable control. If the Club is affected by such event or cause, the Club will promptly give the Player full particulars of the event or cause in writing and promptly take action to enable it to perform the obligations prevented or delayed. To avoid doubt, this clause 7 is not triggered in respect of cancellation of any individual match day (or part thereof) under any applicable extreme or wet weather policy or rule.
- 7.2 Either party may terminate this agreement if the other party is in breach of that party's obligations under this agreement and the breach continues for a period of not less than 14 days' after written notice requiring the breach to be remedied, subject to first having completed the dispute resolution process in clause 5 (which resolution may involve a player clearance subject to compliance with the Competition rules). Unless otherwise agreed, the Player must continue performing the Player's obligations under this agreement during the notice period.
- 7.3 In addition, the Club may terminate this agreement immediately without notice if the Player:
- (a) is substantially failing to comply with the terms of this agreement and such breach is not, in the Club's reasonable opinion, capable of being remedied; or
 - (b) has, in the reasonable opinion of the Club, brought the Club or any individuals employed or retained by or associated with the Club into disrepute; or
 - (c) has become bankrupt; or
 - (d) has been convicted of an indictable offence.
- 7.4 In addition to the Club's right to suspend this agreement under clause 7, the Club may terminate this agreement immediately without penalty if a Season or the Competition is materially reduced or otherwise concludes unexpectedly due to circumstances beyond the Club's control.



7.5 On termination of this agreement, the Player shall return to the Club all property belonging to the Club including, without limitation, documents, computer files, equipment and other related materials, along with any related passwords. The Player agrees that upon this agreement terminating, the Club may deduct from any monies due and payable to the Player in accordance with clause 3, any monies outstanding to the Club by the Player, or the value of any property held by the Player (as reasonably determined by the Club) which is not returned. To avoid doubt, a Player shall only be entitled to a clearance from the Club if no amount is owed to the Club by the Player and otherwise in accordance with the relevant rules, regulations policies or procedures, as applicable.

8. GENERAL

8.1 The parties agree to consult with each other in good faith in relation to the subject matter of this agreement, including but not limited to any need or proposal to vary arrangements if the Season or Competition doesn't proceed as anticipated or in the usual manner due to circumstances beyond the Club's control (especially due to current Covid Pandemic Climate).

8.2 In addition to Club policies and procedures and the Schedule attached, this agreement records the complete agreement between the Club and the Player. It replaces all previous written or oral agreements or understandings, including any previous agreement for the current (or, where relevant, forthcoming) Season.

8.3 If the Club agrees to vary any term of this agreement, it must be recorded in writing and signed by both parties before it is valid.

8.4 A general code of conduct is attached to this document for clarifications or elaborations on above clauses. General code of conduct must be complied and followed in accordance with clause 2.1.

EXECUTION

EXECUTED by BANGLADESH SPORTS)
 CLUB CANBERRA by being signed by:)
)

 Club Authorised signatory

 Name of authorised signatory (please print)

SIGNED by _____)
 in the presence of: _____)
)

 Witness signature

 Witness name (please print)

Check here to indicate that you have read and agree to the terms and conditions set out by this document.

 Player signature

 Player name (please print)



SCHEDULE

Item 1	Commencement Date (cl 1)	31/10/2021
Item 2	Expiration Date (cl 1)	30/06/2022
Item 3	Season/s (cl 1)	31/10/2021 to 30/06/2022
Item 4	Service and Grade (cl 2)	<ul style="list-style-type: none">• Grade B (ACT Sunday Socials Cricket)• Other Grades and categories to be disclosed in the event that the CLUB or TEAM has secured additional tournaments, competitions and friendly matches throughout the season.
Item 5	Specific Roles/ Responsibilities (cl 2.1(t))	Player for Bangla Warriors Canberra, a subsidiary of Bangladesh Sports Club Canberra
Item 6	Club Contact (cl 2.1(u))	<ul style="list-style-type: none">• BDSCC Vice President:<ul style="list-style-type: none">- Ziaul Haq – 0449 188 688• Sports Secretary:<ul style="list-style-type: none">- Ainan Hossain – 0416 141 2291• BWC Team Managers:<ul style="list-style-type: none">- Md Rabiul Islam – 0470 618 958- Labib Saleh – 0470 328 636• Email:<ul style="list-style-type: none">- bdsportsc@gmail.com
Item 7	Fee (cl 2.1(i))	<ul style="list-style-type: none">• \$150 one off fee to cover the entire Season (See Item 3)• Or otherwise arranged in writing with clubs executive committee (under special circumstances on a case by case basis)
Item 8	Other Benefits (cl 3.1(b))	<p>The Player shall also be provided with the following benefits:</p> <ul style="list-style-type: none">• Equal portion of any prize money procured by Bangla Warriors Canberra. (split between all players that has complied with this agreement).