

BASKETBALL NSW **REPRESENTATIVE TEAM OFFICIAL TERMS & CONDITIONS**

THE FOLLOWING TERMS AND CONDITIONS ARE IMPORTANT AND YOU SHOULD READ THEM CAREFULLY BEFORE AGREEING TO BE BOUND BY THEM. UPON SELECTING THE CHECK BOX, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS.

The following terms and conditions must be read carefully:

In consideration of your application for registration as a Hornets Team Official being accepted you acknowledge and agree to the following terms and conditions:

- 1) Definitions – in these terms and conditions:
 - a. "BNSW" means and includes Basketball NSW Limited, its subsidiaries, members, and their respective directors, officers, members, servants or agents.
 - b. "Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with your registration as a Representative Team Official, but does not include a claim by any person expressly entitled to make a claim under an BNSW insurance policy.
 - c. "Representative Team Official" means Coach, Assistant Coach or Manager.
- 2) If accepted you will be registered and therefore entitled to participate as a Team Official in BNSW organised and sanctioned competition, subject to you complying (and maintaining ongoing compliance) with the terms and conditions of registration, this declaration, the Coaches, Officials and Support Staff Code of Behaviour (Code of Behaviour) and any other policies which apply to team officials (to the extent relevant).
- 3) Upon accepting these terms and conditions you will be bound by such terms and any regulations, policies or codes which apply or relate to Representative Team Officials. You shall submit to any disciplinary measures taken against you and shall only appeal any disciplinary decision in the manner permitted under BNSW's rules and regulations.
- 4) Code of Behaviour: You acknowledge that if your registration as a team official is accepted, you are required to comply with the Code of Behaviour as amended from time to time. A copy of the BNSW Code of Behaviour may be viewed from the BNSW website (copy available here: www.bnsw.com.au) or a copy can be requested from the BNSW office. You acknowledge that if you breach the Code of Behaviour disciplinary action may be taken against you which may result in your deregistration as a team official.
- 5) You otherwise declare that at the time of submitting this application that you are a fit and proper person to discharge the duties and responsibilities and exercises the rights and privileges associated with registration as a team official. Where your application is accepted, you will otherwise maintain status as a fit and proper person.
- 6) Release & Indemnity – In consideration of BNSW accepting your application to register as a team official to the extent permitted by law you:

HILLS BASKETBALL ASSOCIATION INC.
Hills Basketball Stadium, Fred Caterson Reserve, Caterson Drive, Castle Hill
PO Box 6426, Baulkham Hills Business Centre, NSW, 2153.
Email: info@hillshornets.com.au Website: www.hillshornets.com.au
Tel: 02 9894 8944 Fax: 02 9894 8127



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- a. release and forever discharge BNSW from all Claims that you may have or may have had but for this release arising from or in connection with this application and/or undertaking activities as a Representative Team Official; and
 - b. release and indemnify BNSW against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death whether caused by the negligence or breach of contract by BNSW or in any other manner whatsoever; and
 - c. indemnify and will keep indemnified and hold harmless BNSW to the extent permitted by law in respect of any Claim by any person:
 - i. arising as a result of or in connection with your registration as a Representative Team Official or undertaking related activities; and
 - ii. against BNSW in respect of any injury, loss or damage arising out of or in connection with your failure to comply with the rules or directions of BNSW, save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of BNSW.
- 7) Insurance - You acknowledge and agree that BNSW has arranged some limited insurance coverage which may be acquired upon becoming registered as a Representative Team Official and that such coverage may provide you with some protection for loss, damage or injury that you may cause while undertaking activities as a Representative Team Official. However, you acknowledge and agree that the insurance taken out by BNSW may not apply to all Representative Team Officials and may not provide full indemnity for loss, damage or injury that you may cause while undertaking activities as a Representative Team Official, and that you may have to pay the excess if a Claim is made on your behalf. You agree that your own insurance arrangements are ultimately your responsibility and you will arrange any additional coverage at your expense after taking into account BNSW's insurance arrangements and your own circumstances. For further information relating to the insurance cover available contact BNSW.
- 8) Working with Children:
- a. You are aware that BNSW supports Working with Children legislation and that you are required to comply with relevant State & Territory laws. You agree that your application as a Representative Team Official may be refused or revoked in the absence of appropriate Working with Children requirements being met by you.
 - b. You declare that you have not had any disciplinary proceeding brought against you by an employer, sporting organisation or similar body, or any criminal charges, convictions or findings of guilt, for sexual offences, offences relating to children or acts of violence.
 - c. You declare that you are a fit and proper person to discharge the duties and responsibilities and exercise the rights and privileges associated with being a Representative Team Official.
 - d. You undertake and agree to notify BNSW immediately upon becoming aware that your position on any of the matters referred to in this paragraph has changed for whatever reason.



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- 9) **Governing Law** – The governing law of this agreement is the law of the state of New South Wales ('Jurisdiction'). You irrevocably and unconditionally consent and submit to the Jurisdiction of the courts of the Jurisdiction in which any incident occurs and waive any right to object to the exercise of such Jurisdiction.
- 10) **Use of Image** – You acknowledge and consent to BNSW taking photographs, video and electronic images of you when undertaking activities as a Representative Team Official. You acknowledge and agree that any such photographs, video and electronic images are owned by BNSW and BNSW may use the photographs and video for promotional or other purposes without your further consent being necessary.
- 11) **Privacy** – You understand that the personal information you have provided in this application is necessary for the conduct and management of BNSW's accreditation system and that it is collected in accordance with BNSW's Privacy Policy (available from www.bnsw.com.au). You acknowledge that BNSW may use or disclose your personal information for the purposes of conducting and administering its system of accrediting or promotional material or otherwise in accordance with BNSW's Privacy Policy. BNSW may share your information with third parties such as: affiliates; companies engaged by BNSW to carry out functions and activities on BNSW's behalf including direct marketing; BNSW's professional advisers, including its accountants, auditors and lawyers and insurers; and government departments or agencies; however your information is not generally disclosed to anyone outside Australia. You understand that BNSW's Privacy Policy contains information about how you may access and request correction of your personal information held by BNSW or make a complaint about the handling of your personal information, and provides information about how a complaint will be dealt with by BNSW. You acknowledge that your application for registration as a Representative Team Official may be rejected if the information is not provided. If you do not wish to receive promotional material from BNSW's sponsors and third parties you must advise BNSW in writing or via the opt-out procedures provided in the relevant communication.
- 12) **Entire agreement** – These terms and conditions (and the documents referred to within them) constitutes the entire agreement between the parties in respect to acceptance to be a Representative Team Official and supersedes all other agreements, understandings and representations and negotiations with BNSW in relation to your registration. To the extent that any clause of this agreement is void or unenforceable it is severable and does not affect the remaining provisions of the agreement.
- 13) **Statement of Understanding** – You have read, or have had read to you the above conditions and having understood the same, you consent to registering as a Representative Team Official and doing so on the basis set out in this agreement.

