

Athlete Agreement – National Squad

Between

Australian Fencing Federation Ltd

ACN 161 544 752

AFF

and

the Athlete

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Athlete Agreement

Parties

The Party specified in Item 1 of the Schedule (“**AFF**”)

The Party specified in Item 2 of the Schedule (“**the Athlete**”, “**you**”, “**your**”)

Operative clauses

1. Purpose of the Athlete Agreement

1.1 The purpose of this Athlete Agreement is to:

- (a) Acknowledge your commitment to being a member of the National Squad;
 - (b) Define the terms and conditions under which you become a member of the National Squad;
 - (c) Establish expectations from the AFF regarding commitment, behaviour, performance, rules governing participation; and
 - (d) other matters pertaining to National Squad participation.
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2. Commencement & Term

2.1 This agreement shall commence at the Commencement date specified in Item 3 of the Schedule and shall operate until the Termination date specified at Item 4 of the Schedule.

3. AFF’s High Performance Program Management

3.1 The AFF’s National Squad and its High-Performance Program (**HPP**) are designed to optimize and support athlete performance and are managed by the AFF’s High Performance Commission (**HPC**). The HPC is your primary contact regarding the National Squad.

3.2 The HPC delivers the High-Performance Program to National Squad Members.

3.3 The HPC may be contacted by way of contact details are specified in Item 5 of the Schedule.

4. High-Performance Program

4.1 The HPP manages the services of the National Coaching Team and provides access to a range of resources across technical, physical, strategic, and sports psychology.

5. National Squad

5.1 The National Squad is the only pathway to represent Australia at certain international events. National Squad members should refer to the AFF Selection Policy.

5.2 National Squad members work with the HPC and National Coaching Team to develop an individual High Performance Program Plan (IPP) for each Athlete.

5.3 The High-Performance Program Outline which details how the HPC delivers National Squads is located at Attachment 1.

5.4 The High Performance Program Outline is continually evolving and the HPC reserves the right to vary the High Performance Program Outline. The HPC will keep athletes abreast of changes in the program.

6. Categories of Membership

6.1 In accordance with the AFF's Selection Policy, the AFF requires Athletes to nominate for the National Squad in the following categories, for each weapon and each gender:

- (a) Senior;
- (b) Junior;
- (c) Cadet;
- (d) Youth (U15)

6.1 For administrative purposes, the HPC manages the above categories, for each weapon and each gender, by grouping these as follows:

- (a) Adult (Senior, junior, Cadet);
- (b) Youth (U15);

7. Fees

7.1 The AFF charges a fee for membership and participation in the National Squad. Such fees are specified in Item 6 of the Schedule and are payable within the terms as specified in Item 6.

7.2 Fees paid for National Squad Membership contribute to financing High-Performance Program activities.

7.3 In the event of an athlete withdrawing from the National Squad without approval of the AFF, if there is a balance of the fees owing under this agreement those fees will still be payable to the AFF.

8. International Events and Championships

8.1 National Squad Members will endeavour to take all reasonable steps to make themselves available for International Championships and International Events.

8.2 The AFF and HPC will provide support to help facilitate participation in International Events.

9. Policies, Guidelines and Conduct

9.1 As a member of the National Squad, you are bound by all the AFF's Policies (which includes the National Integrity Framework and all other policies), guidelines, regulations, rules, and instructions which may be issued by the AFF, the HPC or the National Coaching Team from time to time.

9.2 If you fail to comply with AFF policies, guidelines, regulations, statutes, rules or an instruction from the HPC or National Coaching Team you may be subject to action under this Agreement or another relevant AFF policy.

9.3 If the HPC considers that you have breached an AFF Policy, guideline, rule or instruction of the HPC, the HPC may take any step, issue any direction or impose any restriction pending the HPC referring that breach to be dealt with under this Agreement, clause 9.6, or another relevant AFF Policy, and those directions or restrictions remain enforceable until such time as the AFF has communicated with you anything alternative, or the matter has been dealt with under the relevant policy.

9.4 If the HPC takes any step, issues a direction or imposes a restriction under 9.2 or 9.3 it must report that step, direction or restriction to the AFF Board so that the step, direction or restriction can be dealt with under this Agreement or any other relevant policy including but not limited to the Conduct, Discipline and Disputes Policy (as determined solely by the AFF Board) and within seven days of having taken a step, issued a direction or imposed a restriction. It must give all details regarding that step, direction or restriction in its report to the Board. The HPC, however, may make a determination with respect to clause 9.5 and instructions, and must still report to the Board.

9.5 Where you have breached an instruction issued to you by the HPC but not an AFF Policy, the HPC may choose to deal with the breach under this clause 9.5, and you may be subject to discipline as outlined in clause 9.6.

9.6 Where the athlete is considered by the HPC to be in breach of this Agreement, and it has been determined that the HPC will deal with the breach, the HPC may, giving consideration of the severity of the breach, enforce sanctions which may include:

- (a) A Warning Notice;
- (b) Withdrawal or exclusion from funding;
- (c) A fine;
- (d) Suspension from the National Squad and High Performance Program; or
- (e) Termination of the Athlete Agreement.

9.7 If you do not remain in good financial standing with the AFF and you accrue debt with the AFF that exceeds its credit terms, the HPC may take any action it deems necessary, including terminating this agreement which will terminate your place on the National Squad (and may impact your ability to enter certain competitions). In the event you are terminated under this section, you will still be liable to pay to the AFF your accrued debt and any future debt that may arise, but not yet accrued.

9.8 If, under clause 9, the HPC takes action against an Athlete for being in breach of this agreement, the Athlete must first address any appeal against any action taken to the HPC. The HPC is obliged to form a panel to assess the appeal. The HPC must report the appeal details and decision to the AFF Board.

9.9 If an athlete remains unsatisfied regarding action taken against them after having satisfied the process outlined in clause 9.7, they may request that a Tribunal be established to hear a review of the decision under the procedure outline in the AFF Tribunal Appointment and Procedure Policy.

10. Athlete Obligations

10.1 The Athlete agrees to the following:

(a) To be bound by this Agreement.

(b) Make yourself available to the HPC to develop an individual High Performance Program Plan (**IPP**).

(c) Attend National Squad Training Sessions, or State Squads session run by either the AFF or a Member State (which may be run in conjunction with National Squad), at least once a week, with the following parameters:

(i) The AFF may, from time to time, nominate which National Squad Training Session an athlete must attend; and

(ii) You are exempted from this requirement if you live more than 40km from a place that a National Squad Training Sessions or a State Squad session is run or if there is no such session run in your state.

(d) Perform all things under your IPP.

(e) To endeavour to compete in International Events.

(f) To pay all personal expenses (including travel and accommodation) involved in participating in events, competitions, training camps, seminars and development sessions in your IPP.

(g) To nominate a Personal Coach for individual training sessions who is either a member of the National Coaching Team, or a member of a State Fencing Association (or if not Australian based, is recognised by their National Federation) and who is accredited by the AFF, (unless they are a non-

resident coach) or elect to have individual training sessions with the National Technical Director (if possible) or National Weapon or Assistant Coach (if possible), and permit that coach to receive information about you as collected by the AFF.

(h) To maintain ongoing communication and engagement with the HPC and the National Technical Director.

(i) To respect the facilities and equipment of the AFF, a Member State or any venue occupied by the AFF or a Member State.

(j) To strictly abide by the Tour Rules and avoid individual or collective behaviour which may reasonably be held by spectators, other fencers, officials or the AFF to be inappropriate for an elite athlete who is a member of the National Squad.

(k) To abide by the AFF Code of Conduct including that for Athletes.

(l) To supply a suitable photograph to the AFF.

(m) To give your permission for your personal image or any image or video taken of you by the AFF to be used in promotional or other material utilised by the AFF.

(n) Apply for and receive FIE licences that are valid for the term of this Agreement.

(o) To supply accurate and current contact details, or (if a minor) accurate and current contact details of a legal guardian.

(p) To promptly attend to all AFF and HPC processes and requests from AFF and the HPC.

(q) Acknowledge that it may be necessary for the AFF to vary this Agreement and your IPP.

(r) Be bound by any variations to this Agreement and your IPP.

(s) Remain in financial good standing with the AFF and all Member States.

(t) Consent to the AFF and its Member States sharing information about you including your personal information and your attendance at squads.

(u) If over the age of 18 years, be responsible for and communicate directly with the AFF and the HPC, and not through an intermediary or parents, acknowledging this obligation under the Agreement.

11. Definitions

11.1 The following meanings are attributed to the following words:

Activity means a sporting contest, match, competition, event, meeting, discussion whether in person or online, or activity (including training, camp, lesson, whether online or in-person, tour where it is endorsed by a Relevant Organisation, accreditation process, high performance activity, or any such activity), whether on a one-off basis or as part of a session, series, league, or competition, which is either sanctioned, organised, co-ordinated by, or connected-with a Relevant Organisation.

AFF Code of Conduct means the AFF's Code of Conduct Policy which is published on the AFF website.

AFF Policies means all of the policies, guidelines, regulations, rules and operational protocols of the AFF that are published on the AFF website including the AFF Conduct, Dispute, and Discipline Policy; Safeguarding Children and Young People Policy; Member Protection Policy; Code of Conduct Policy; Competition Manipulation and Sports Gambling Policy; Improper Use of Drugs and Medicine Policy; Code of Conduct Policy; Selection Appeals Policy; Social Media Policy; Drug and Alcohol Policy; and any other Policy introduced by the AFF on published on the AFF website.

AFF Selection Policy means the policy issued and published by the AFF which policy explains how selections for the National Squad and qualification for International Events are made.

Agreement means this agreement including any annexures, addendums, schedules or variations to this agreement.

Athlete(s) mean the person(s) specified in Item 3 of the Schedule and includes in the case of a minor, the Athlete and the Athletes parent or guardian.

High Performance Commission or HPC means the AFF's High Performance Commission.

High Performance Program means the totality of the training, development, and competition program set by the AFF, managed by the High-Performance Commission, with the support of the National Coaching Team, as set-out in the High Performance Program Outline, and communicated to National Squad Members from time to time by the HPC and the National Coaching Team. It also includes the Individual Performance Plan of National Squad members.

HPC Integrated Competition Schedule means the competition scheduled published by the HPC.

HPP Program-specific Coaches means any coach included in the National Coaching Team by virtue of their role overseeing a particular program. An example of this would be mindset, or strength and conditioning.

Individual Performance Plan means the individual plan agreed to by you with the HPC and documented as such.

International Events carry the broadest possible definition and are those events that require the AFF to field, process or enter an

athlete's or team's entry or involves the endorsement of the AFF or otherwise confirmation of the AFF to any entry for any event.

Member State means a Member State of the AFF as defined in the AFFs constitution.

National Assistant Coach means any person appointed to the position of National Assistant Coach by the HPC and may hold that role from time to time.

National Coaching Team means all coaches included under the High Performance Program, inclusive of, but not limited to, the National Technical Director, the National Weapon Coach, National Assistant Coaches, and any other HPP Program-specific Coaches such as National Strength and Conditioning, Mindset Coaches, and any other coach added by the HPC.

National Squad means the squad chosen to represent Australia pursuant to the AFF Selection Policy.

National Technical Director means the person appointed by the AFF to oversee and manage all technical aspects associated with a particular weapon

National Training Program means the fencing training program designed for individual members of the National Squad
National Weapon Coach means the national coach in charge of my weapon as appointed by the AFF from time to time.

Personal Coach means the accredited coach nominated by me under clause 10(g).

State Fencing Association means the body responsible for the management and development of the sport of fencing in your State.

Tour Rules means the standing rules issued and published by the AFF that cover all AFF tours.

Schedule

Item	Detail
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Item 1	AFF
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Australian Fencing Federation Ltd ACN 161 544 752

312/22 Ben Lexcen Place

Robina QLD 4226

Athlete(s)

Item 2

Date of Commencement:

Item 3

19 August 2024

Date of Termination:

Item 4

17 August 2025

HPP Contact Details

Item 5

a. hpc@fencing.org.au

b. admin.hpc@fencing.org.au

Fees

Item 6

(a) Senior - \$1,759 (including GST)

(b) Junior - \$1,759 (including GST)

(c) Cadet - \$1,759 (including GST)

(d) Youth (U15) - \$654 (including GST)

Leave this empty:

Gordon Christie

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