

NETBALL VICTORIA TECHNOLOGY PROGRAM

CLUB Individual Security User



CLUBS: complete the details below and return a copy to your Association / League.

Club Name:		Will be known as <i>"the Club"</i>
Association / League Name:		Will be known as <i>"the Association/League"</i>
Victoria Netball Association Incorporated	For the benefit of this document	Will be known as <i>"Netball Victoria"</i>

AGREEMENT

In consideration of the Association/League and IT Club User complying with the terms and conditions of the Agreement with Netball Victoria, _____ (*insert Association/League*) will provide the nominated IT User with access to the Netball Victoria database.

The Club:

- (a) Has an Agreement with _____ (*insert Association/League*) to access and use the Netball Victoria database, with access to the nominated user role below.
- (b) Proposes that the following person have access to the Netball Victoria current database, only used by the affiliated Association/League. **Note:** all contact details below must be completed by the **"Club IT User"**:

NAME of IT User	
POSITION on Committee	
PHONE (mob. preferred)	
EMAIL ADDRESS *(required to use database)	
Working with Children Check No	

The Club **IT User** will assume the following role: (*tick where appropriate*)

SYSTEM ADMIN	<input type="checkbox"/>	Access to high level system administration.
SITE MANAGER	<input type="checkbox"/>	Higher level website and competition related maintenance which is typically related to 'setup' or 'configuration' tasks.
USER MANAGER	<input type="checkbox"/>	Access to create and maintain other users. Warning – any user who has this role can effectively then grant themselves any other role.
CONTENT MANAGER	<input type="checkbox"/>	Website content related maintenance (eg. Create & maintain Html content, home page, news, events, slideshow galleries).
RESULTS MANAGER	<input type="checkbox"/>	Competition results related maintenance (eg. Clubs: results & scores update, associations: match confirmation, exception reports etc.)

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EMAIL SENDER		Sending of email messages.
SMS SENDER		Sending of SMS messages & ordering SMS credits.
FINANCIAL MANAGER		Access to tasks relating to financial information (eg. Payments/subscriptions made by players or other people in the system).
PERSON MANAGER		Creation and editing person records

TERMS OF THE AGREEMENT

1. This Agreement will commence on the day of signing by both parties.
2. Notwithstanding the date this Agreement is signed, this Agreement will cease upon written notification from Netball Victoria and / or the nominated President or General Manager / Business Manager of the Club.
3. Netball Victoria reserves the right to terminate this Agreement if the Club does not abide by all terms and conditions set out in this Agreement.

OBLIGATIONS OF THE CLUB IT USER

4. The **Club IT User** is bound by the Association/League's obligations, including but not limited to:
 - (a) Compliance with all directions provided by the IT Program Support Group or nominee of Netball Victoria.
 - (b) Compliance with Netball Victoria's policy and procedures in relation to the IT as amended from time to time.
 - (c) Direction of all questions relating to the IT Program to the IT Program Support Group or nominee of Netball Victoria via their Association or League.

TERMS AND CONDITIONS

5. In participating in the **MyNetball Program** as a User, the Club and the IT User shall:
 - (a) Agree to apply for Pin Payment Service Gateway [where applicable].
 - (b) Create Membership Products for each member type to allow for online payment to be received from individual members.
 - (c) Agree to enter accurate scores of the [if applicable] _____ (*insert club name*).
 - (d) Ensure that the scores be entered no later than [if applicable].
 - (e) If applicable, agree to enter/edit correct details of each member of the club on to the current Netball Victoria database.
 - (f) Ensure that no member is updated on the current Netball Victoria database unless **full payment** of registration fee has been collected.

LIABILITY AND INDEMNITY

6. The Association/League/Club and IT User agrees that:
 - (a) Netball Victoria is not liable for injury or damage suffered or incurred by any person or to any property, as a result of any breach of this Agreement by the Association/League/Club or the IT User.

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- (b) It will indemnify, and keep indemnified, Netball Victoria in respect of all claims, demands, proceedings, judgements, damages, fines, penalties, costs, expenses or losses, which the Association may suffer or incur, as a result of any breach of this Agreement by the Association or the IT User.
7. Netball Victoria makes no warranties whatsoever in relation to the continuation of the IT Program, the ability to access the IT Program or any modules, or the security of any information entered on to the IT Program by the said Club and association / league.

TERMINATION

8. This Agreement may be terminated at any time by any party by giving the other parties not less than thirty (30) days' notice in writing. In addition, Netball Victoria may terminate or suspend rights of this agreement without notice if:
- (a) Subject to Clause 13(b) in the Association Agreement, the Club IT User is failing to comply with the terms of the Agreement and has failed to remedy such breach after at least one week's written notice by Netball Victoria to do so;
 - (b) The Club IT User breaches Clause 9 of the Association Agreement; (contact your association / league to view details);
 - (c) The Association is no longer affiliated to Netball Victoria or has otherwise had its rights restricted; or
 - (d) The Association is liquidated, put into receivership or steps are taken towards either event.

Upon termination, the Association shall return to Netball Victoria all property belonging to Netball Victoria including, without limitation, all documents and electronic material in relation to or created as a result of the IT Program.

MISCELLANEOUS

9. This Agreement may be varied only by agreement in writing between the Association/League & Club.
10. This Agreement replaces all previous written or oral agreements or understandings between the Association/League & Club.
11. This Agreement shall be governed by and construed in accordance with the law for the time being in force in Victoria and the parties submit to the jurisdiction of the courts in that State.
12. Netball Victoria, at its discretion, may suspend access to the IT Program for any breach of this Agreement.

Signed _____

Date _____

Name _____

(CLUB IT User)

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Signed _____

Date _____

Name _____

(Club Primary Contact – i.e. Club President/Secretary etc.)

Signed _____

Date _____

Name _____

(Association/League President/Secretary)

NOTE: Once the Club Individual Security User Form has been read & signed please return to your Association / League.