

These Terms and Conditions (the Agreement) outline the terms under which AFL SportsReady 2024 Business Partnership Program will be offered by AFL SportsReady Ltd (AFLSR) to a Program Partner (Recipient).

1. Definitions

Commencement Date means for the purpose of this Agreement, the date registered in the Eligible Trainee's Training contract as the date the contract commences.

Education Component for the purpose of this Agreement means, enrollment in, and completion of, a nationally accredited qualification at the level of Certificate III or above during the Program Period.

Eligible Recipient means a New, Returning or Existing Program Partner who meets the eligibility requirements set out in clause 4 and clause 5 of this Agreement.

Eligible Trainee:

1. For New and Returning Program Partners **each** trainee engaged on a fulltime basis and who meets the Program Milestones will be an Eligible Trainee.
2. For Existing Program Partners **only** Additional Trainees engaged on a fulltime basis and who meets the Program Milestones will be an Eligible Trainee.
3. For the purpose of this Agreement, **Additional Trainee** means a trainee who is engaged after the number of trainees exceeds the trainee cohort engaged for the 2023 year. For example, an Existing Program Partner engaged three trainees for the 2023 year and will engage four trainees in the 2024 year. In this case the fourth trainee is the Additional Trainee and will be considered an Eligible Trainee. The initial three are not Eligible Trainees.

New Program Partner for the purpose of this Agreement means a Business or Organisation who has not previously engaged a trainee or apprentice with AFLSR.

Returning Program Partner for the purpose of this Agreement means a Business or Organisation who has **not** engaged a trainee or apprentice with AFLSR for a period of 12 months or longer prior to the commencement date of the Registration Period.

Existing Program Partner for the purpose of this Agreement means a Business or Organisation who engaged one or more trainees or apprentices with AFLSR in the 11 months prior to the commencement of the Business Partnership Program, being 1 February 2024.

Program Partner has the same meaning as Host Employer under a Training Agreement and host Agreement with AFL SportsReady.

Program Payment consists of two equal payments of \$1000 being a possible total payment of \$2000 on achievement of the Program Milestones.

Program Milestones there will be two distinct Program Milestones:

- **Milestone One** is achieved at completion of a full six (6) months of employment.
- **Milestone Two** is achieved at completion of a full twelve (12) months of employment together with the successful completion of the Education Component by an Eligible Trainee.

Recipient for the purpose of this Agreement means a New Program Partner, Existing Program Partner, or Returning Program Partner.

Program Period is the period commencing 1 January 2024 to 31 March 2025.

The Program is the AFL SportsReady 2024 Business Partnership Program.

Registration Period means the period 1 February 2024 to 30 November 2024. This is the period in which the Recipient must register their intention to engage a trainee for the Program Period.

2. Participation in the AFL SportsReady 2024 Business Partnership Program is deemed to be acceptance of these terms and conditions.
3. Participation in the AFL SportsReady 2024 Business Partnership Program is restricted to Schools or Education facilities who meet the eligibility requirements.

4. **Recipient Eligibility Requirements**
 - a. Recipient eligibility for the AFL SportsReady 2024 Business Partnership Program will be determined solely at the discretion of AFL SportsReady Ltd.
 - b. To be eligible for the AFLSR Business Offer Program the Recipient **must** be either:
 - i. A **New Program Partner** engaging one or more trainees with AFLSR for the first time during the Program Period.
 - ii. A **Returning Program Partner** engaging one or more trainees with AFLSR during the Program Period for the first time in 12 or more months.
 - iii. An **Existing Program Partner** engaging one or more **Additional Trainees** for the Program Period. An Existing Program Partner must exceed the number of trainees or apprentices engaged for the 12-month period prior to the Program Period to be eligible.
 - c. In addition, to clause 4(b)(i) and(ii) **all New and Returning Program Partners** must agree to a Direct Debit Arrangement for each Eligible Trainee engaged with AFL SportsReady for the duration of the Program. Direct Debit payment details will be provided in detail under a Host Agreement.
5. To be eligible for the Program Payment under the AFL SportsReady 2024 Business Partnership Program the Recipient must:
 - a. meet all the Recipient eligibility requirements set out in clause 4;
 - b. register for the Program during the Registration Period;
 - c. engage an Eligible Trainee with a commencement date between 1 February 2024 and 30 November 2024;
 - d. ensure the Eligible Trainee is enrolled in a nationally accredited qualification at the level of a Certificate III or higher;
 - e. meet the Program Payment criteria set out in clause 6.
6. **Program Payment**
 - a. Eligibility for the Program Payment will be determined solely at the discretion of AFL SportsReady.
 - b. There are two (2) Program Payments available to Eligible Recipients:
 - i. \$1000 payable at achievement of Milestone One
 - ii. \$1000 payable at achievement of Milestone Two
 - c. The Program Payment will be available to Eligible Recipients as and when each Eligible Trainee reaches the Program Milestones;
 - d. Milestone dates for each Recipient and Eligible Trainee will be determined by AFLSR based on the Commencement Date of the trainee;
 - e. The Program Payment will be paid to Eligible Recipients within 60 days of an Eligible Trainee achieving each individual Milestone;
 - f. For the avoidance of doubt:
 - i. in the event the Eligible Trainee is no longer placed with the Recipient at six (6) months from the date of Commencement the Recipient will not be eligible for any Program Payment.

- ii. in the event the Eligible Trainee is no longer placed with the Recipient at ten (10) months from the date of Commencement the Recipient will not be eligible for the Milestone Two payment
- iii. in the event the Eligible Trainee does not successfully complete the Education Component within the Program Period the Recipient will not be eligible for the Milestone Two payment.

7. Term of Agreement

- a. Registration Period is strictly between 1 February 2024 to 30 November 2024.
- b. Program Period is strictly between 1 January 2024 to 31 March 2025.
- c. For the avoidance of doubt the AFL SportsReady 2024 Business Partnership Program is restricted to Program Partners who engage Eligible Trainees in full time positions. Part time and School Based traineeships will not be valid.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Victoria.

9. Entire Agreement

This Agreement constitutes the entire Agreement between the parties regarding the AFL SportsReady Program and supersedes any prior agreements, understandings, or negotiations, whether oral or written.