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**CONFIDENTIAL**



**Football Victoria (FV) Inc  
ABN 97 592 993 965  
Request for Submission**

**2020 Match Ball Licensing Program**

Prepared by Anthony Grima  
Executive Manager,  
Commercial, Marketing and External Affairs

September 2019

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<b>INTRODUCTION .....</b>	<b>3</b>
<b>OUR PURPOSE .....</b>	<b>3</b>
<b>OUR VALUES .....</b>	<b>3</b>
<b>THE ORGANISATION .....</b>	<b>3</b>
<b>FURTHER INFORMATION .....</b>	<b>4</b>
<b>CONDITIONS OF SUBMISSION .....</b>	<b>4</b>
LODGMET .....	4
FV's RESERVATION OF RIGHTS .....	4
AGREEMENT.....	5
COSTS.....	5
TIMELINE .....	5
EVALUATION.....	5
CONFLICT OF INTEREST.....	6
BUSINESS INFORMATION .....	6
FINANCIAL VIABILITY .....	6
<b>SCOPE OF WORK.....</b>	<b>6</b>
INTRODUCTION.....	6
LICENCE APPLICATION OBJECTIVES .....	7
<b>SUBMISSION REQUIREMENTS SCHEDULE.....</b>	<b>9</b>
ORGANISATION INFORMATION.....	9
<i>Experience.....</i>	<i>9</i>
<i>Staff .....</i>	<i>10</i>
PRODUCT & SERVICE BREAKDOWN.....	11
<i>Wholesale and Recommended Retail Price.....</i>	<i>11</i>
<i>Quality and Specifications.....</i>	<i>12</i>
<i>Product Origin.....</i>	<i>12</i>
FACILITIES.....	13
DELIVERY AND DISTRIBUTION STRUCTURE .....	13
<i>Lead Times.....</i>	<i>14</i>
<i>Minimum Stock Orders .....</i>	<i>14</i>
<i>Sample Products .....</i>	<i>14</i>
CUSTOMER SERVICE .....	15
FINANCIAL VIABILITY .....	16
CONTRACT .....	17
CONFLICTS OF INTEREST.....	17
ADDITIONAL INFORMATION.....	17
ATTACHMENTS CHECKLIST .....	18
ACKNOWLEDGEMENT.....	19
<b>APPENDIX – TEMPLATE LICENCE CONTRACT .....</b>	<b>20</b>

## Introduction

Football Victoria (FV) currently operates a licensed ball arrangement ('Licensing Program') in respect of clubs authorised to play in nominated FV community competitions (excluding the National Premier Leagues in Victoria NPL, NPL2, NPL3 and NPLW and excluding Football Victoria's State Knockout Cup competitions for men and women). The Ball Licensing Program has been granted statutory protection by the Australian Competition and Consumer Commission ('ACCC') under a relevant notification.

FV seeks to appoint / renew ball licensees for the 2020 season. This document:

- encompasses the Submission requirements as identified by FV; and
- enables FV to assess whether the applicant is compliant with the Ball Licensing Program requirements.

## Our Purpose

FV is the custodian of Association Football in Victoria and exists to advance the future success of the code in the state for the benefit of current and future registered members.

## Our Values

FV's values are openness, performance, unity, pride, integrity and respect.

## The Organisation

FV is a not-for-profit organisation that is the governing body for football in Victoria.

We are committed to providing a quality service to the broad community with integrity and professional excellence. Through open communications and a dedication to equal opportunity, our vision is to be the most outstanding sporting body in Australia, leading to success in the world game.

The FV governance structure consists of a Board of Directors, with six Directors elected by the members and up to a further two Directors appointed. The CEO and eight Executive Managers ("Strategic Projects", "Commercial, Marketing & External Affairs", "Football Operations", "Legal, Regulatory and Finance", "Facilities & Advocacy", "People", "Women & Girls", and "Clubs & Communities") make up the Executive Management Team of the Organisation.

## Further information

Should interested parties require clarification or further information on this document please contact:

Anthony Grima  
Executive Manager, Commercial, Marketing and External Affairs  
Football Victoria  
Ph: (03) 9474 1830  
E: [anthony.grima@footballvictoria.com.au](mailto:anthony.grima@footballvictoria.com.au)

## Conditions of Submission

### Lodgment

Interested parties must submit their application in response to the Submission Requirements Schedule by 5pm, Friday 4<sup>th</sup> October 2019 to:

Anthony Grima

By email:

[anthony.grima@footballvictoria.com.au](mailto:anthony.grima@footballvictoria.com.au)

Or post:

Football Victoria (FV) Inc  
PO Box 7488  
St Kilda Road, Victoria, 3004.

### FV's Reservation of Rights

FV reserves the right to in its absolute discretion:

- (a) correct, alter, add to, or omit requirements from the Submission Requirements Schedule;
- (b) request additional information;
- (c) accept or reject any Submission, with or without conditions and with or without explanation of reasons for acceptance or rejection;
- (d) alter the timelines set out below;
- (e) negotiate directly with any respondent;
- (f) review and alter the name and terms of operation of the Licensing Program, including the addition of licensees above any minimum requirement of the ACCC; and

- (g) review and alter the Rules of Competition and associated by-laws or policies pertaining to the Licensing Program.

## Agreement

Following evaluation of applications, FV expects to offer licenses to 6 successful respondents, who will be required to enter into a formal commercial License Agreement with FV. Key new components are likely to include:

- an obligation on the part of the licensee to notify FV of any potential insolvency or significant risk of disruption to supplies based on financial issues;
- an upper limit on the deposit a club may be required to provide on order and prior to taking delivery;
- the introduction of a Bank Guarantee to protect clubs waiting on goods; and
- confirmation that FV rules and regulations will provide for possible sanctions against clubs which fail to meet their contractual obligations to licensees.

## Costs

All costs and expenses associated with the preparation of this Submission will be the responsibility of the respondent.

## Timeline

<b>Date and Time</b>	<b>Action</b>
Thursday 19 <sup>th</sup> September 2019	License application dispatched and call for Submissions
5pm, Friday 4 <sup>th</sup> October 2019	Deadline for Submissions (including all required respondent information)
Monday 7 <sup>th</sup> October 2019 – Friday 11 <sup>th</sup> October 2019	Meetings scheduled between FV selected respondents
Monday 14 <sup>th</sup> October 2019	Successful applicants notified (Subject to licence fee paid to Football Victoria).
By Friday 18 <sup>th</sup> October 2019	Licence fee to be paid to Football Victoria.
Tuesday 22 <sup>nd</sup> October 2019 and January 2020	Public Announcements of match ball licensees and clubs advised of ball licensees for 2020 season.

## Evaluation

On an annual basis, and otherwise in its absolute discretion, FV will evaluate each licensee's commitment to the compliance information it provided in the relevant Submission Requirements Schedule (or otherwise) and consider whether the licensee is satisfying the Licensing Program's objectives. Each licensee may be asked to provide information to demonstrate their continued compliance with Licence Agreement obligations and support for the Licensing Program's objectives.

Surveys based on each licensee's services may also be undertaken from time to time and results advertised on FV's website to add to the information clubs have available to make well informed decisions regarding balls.

## **Conflict of Interest**

FV must be made aware of any actual or potential conflicts of interest at the time a respondent makes their Submission and thereafter at any time a potential conflict becomes apparent. A conflict of interest may be a business or personal matter in which an officer or employee of the respondent or his/her immediate family or business interests stands to gain personally, professionally or financially from the respondent's relationship with FV as a licensee. The respondent has an ongoing obligation to declare any such conflict of interest as soon as it arises.

## **Business Information**

In the event that a respondent is issued a licence, some of the information provided in the Submission Requirements Schedule, primarily relating to price, quality, delivery and customer service, will be advertised to clubs in order for them to make well-informed decisions when buying licensed products.

FV understands the sensitive nature of a licensee's business operations and the details required in the Submission Requirements Schedule, therefore FV agrees the Submission itself will remain confidential, other than the information noted above. Before any other sensitive information is made public, FV will consult with the licensee.

## **Financial Viability**

FV will assess your company's financial viability by various methods including but not limited to:

- (a) reviewing financial information provided by the respondent in confidence;
- (b) running credit checks;
- (c) undertaking company searches;
- (d) assessing previous FV debts and financial payment history;
- (e) assessing financial history with FV clubs and similar purchasers; and
- (f) taking into account relevant financial information disclosed in credit checks.

By making a Submission, you and your company consent to FV, by itself or its representative or agent, undertaking such credit checks, enquiries and searches, which may result in disclosure of personal information.

## **Scope of work**

### **Introduction**

The objectives of the Match Ball Licencing Program are:

- (a) to provide an environment in which clubs can access more competitive prices from collective bargaining rather than clubs bargaining individually;

- (b) to provide an environment in which clubs can actively source quotes from a number of licensees and select the quote which best suits their club;
- (c) that licensees can achieve economies of scale not otherwise available, with resultant savings passed onto clubs;
- (d) to reduce transaction and administration costs and time spent searching for Balls by clubs;
- (e) to provide greater quality assurance to Victorian clubs of a required standard and quality than would otherwise be the case in the absence of the Match Ball Licensing Program;
- (f) to provide a model whereby sporting clubs, registered participants and the wider community may receive indirect benefits in circumstances in which revenue is used to promote and develop sport, so increasing participation and promoting fitness and community recreation; and
- (g) to generate revenue for FV to invest in the development of Victorian football.

The Match Ball Licensing Program mandates that licensees have the right to supply FV clubs with licensed products. Licensed products are defined as balls used during FV competitions, excluding the National Premier Leagues in Victoria NPL, NPL2, NPL3 and NPLW and excluding Football Victoria's State Knockout Cup competitions for men and women.

**Licensed products DO NOT include apparel, goal keeper gloves, football boots, training apparel etc.**

FV clubs must therefore purchase their match balls from the licensees. FV seeks to ensure that all licensees remain compliant with the requirements of FV's Licensing Program, including satisfying any requirements of ACCC. Accordingly, as part of the license application process for 2020, you will be asked to provide details in response to specific criteria.

Should you be able to satisfy FV of your current and prospective compliance against all criteria and are successful in your application to obtain a license, FV will work with you to implement your licence in preparation for the 2020 season.

The criteria set out in the Submission Requirements Schedule relate to, but are not limited to:

- (a) licensed product range;
- (b) licensed product pricing;
- (c) delivery and distribution channels/structures;
- (d) quality and suitability of balls;
- (e) customer service;
- (f) financial viability of licensee; and
- (g) the number of amendments requested to the licence contract (no amendments beyond those requested in the Submission will be entertained).

The cost of a license from 11<sup>th</sup> February 2020 to 15<sup>th</sup> November 2020 is \$6,600 (plus GST) per annum.

### **Licence Application Objectives**

A key objective in undertaking this application process is to ensure that FV only contracts licensees which can offer FV clubs a quality product and service at a fair price which is underpinned by a timely delivery network.

It is also important to ensure that FV is provided with information, particularly in respect of price, quality, delivery and customer service, which can be advertised appropriately to FV clubs allowing them to make well-informed decisions and to ensure that the primary objectives of the Licensing Program are achieved.

### **Acknowledgement**

FV requires an authorised (by its Board) representative of the applicant to sign off on an acknowledgement that the information provided in the Submission is true and correct. If FV later finds the information supplied by the respondent on which FV has relied to make decisions regarding the Licensing Program is inaccurate, incomplete or misleading, FV may, in its absolute discretion, cease dealing with the respondent and/or terminate any Licence Agreement entered into with that respondent and/or seek such other remedies as may be available to FV.

## Submission Requirements Schedule

### Organisation Information

<b>Organisation's Legal Name:</b>	
<b>Trading Name (if any)</b>	
<b>Brand Name (if different to above)</b>	
<b>Contact Name:</b>	
<b>Contact Position:</b>	
<b>ABN:</b>	
<b>Registered Company Address:</b>	
<b>Mailing Address:</b>	
<b>Business Telephone:</b>	
<b>Mobile Telephone:</b>	
<b>Fax:</b>	
<b>Email:</b>	
<b>Website:</b>	

### Experience

Please list projects whereby your company has supplied balls to a large organisation or through a similar system as the FV Licensing Program in the last 5 years.

<b>Date</b>	<b>Project Title</b>	<b>Notes</b>
Eg. 2017 – 2018	Eg. FV Licensing Program	Eg. Participated in FV's Match Ball Licensing Program in which we supplied FV clubs with licensed product.
Eg. Summer 2017	Eg. Supplied Brighton United FC with training balls.	Eg. Agreement expired after 1 year due to financial constraints.


### Staff

Detail the key personnel who will be working on and managing the Licence Agreement, their role, their experience and time commitment to the agreement on a weekly basis.

<b>Staff Name</b>	<b>Staff Position</b>	<b>Experience</b>	<b>Fulltime or part time role</b>
Eg. James Curry	Eg. Brand Consultant	Eg. 2 years Account Assistant at Mitre.	Eg. Part time. 20 hours per week.
Eg. Jan Jones	Eg. Company Administrator	Eg. 3 years as administrator at our company	Eg. 5 hours a day

## Product & Service Breakdown

Question	Yes/No	Notes
Do you stock all appropriate Balls	Eg. Yes	Eg. We only have 2 match ball sizes being Size 4 and Size 5.
Do you supply other football products, such as training footballs and training equipment, that could be ordered by clubs to increase economies of scale?	Eg. Yes	Eg. Yes. We're a one stop shop for football clubs.

## Wholesale and Recommended Retail Price

Please provide the name, wholesale and Recommended Retail Price ('RRP') of every licensed product that you will offer FV clubs. Please include the costs associated with each Ball. Please add additional rows if required

**Please note: All prices quoted must be ex GST.**

### Individual Balls

Product	Wholesale Price	RRP	Notes
Eg. Match ball	Eg. \$10.00	Eg. \$25.00	Eg. \$20.00 if more than 40 bought
Eg. Junior Ball	Eg. \$4.00	Eg. \$12.00	Eg. \$9.00 if more than 40 bought
Eg. Size 5 Ball	Eg. \$13.00	Eg. \$30.00	
Eg. Premier League Ball	Eg. \$14.00	Eg. \$30.00	


### Quality and Specifications

Please provide the name of each individual licensed product and outline its specifications. Please note that this information will be kept confidential.

<b>Product</b>	<b>Specifications (including stitching, ball material, colours and, all relevant testing and accreditation).</b>
Eg. Match Ball	Leather 3 ply FIFA quality
Eg. Practice Ball	80% Polyester. Compliant with ISO 3636:1977.
Eg. Junior Ball	20% cotton, 80% Polyester. Compliant with ISO 13935-1:1999

### Product Origin

Please provide the name of each individual licensed product and outline the country its manufactured in.

<b>Product</b>	<b>Origin</b>
Eg. Match Ball	India
Eg. Practice Ball	Pakistan

## Facilities

Please name and outline the locations and types of facilities that your company uses to make licensed balls.

Facility Name	Outline
Eg Factory Name	Eg Details, location

## Delivery and Distribution Structure

Distribution Structure	Yes/No	Notes
Do you have access to airfreight?	Eg. Yes	
Can you deliver to all parts of Victoria?	Eg. No	Eg. We only supply to retailers and if there are no retailers within a reasonable distance of the club, we will not be able to offer that particular club our product.
If applicable, please list all retail outlets that you distribute through.	Eg. Yes	Eg.Rebel Sport, K-Mart, Big W.
The following best represents our supply chain: <b>Retail:</b> manufacturer/importer > licensee > retailer > club	Eg.No	
The following best represents our supply chain: <b>Direct:</b> manufacturer/importer > licensee > club	Eg.Yes	
If you use retailers, do you provide support to the retailer if there is a problem with an order? If you do, please explain how you would go about providing this support. If possible reference a past experience in your answer.	Eg.Yes	Eg. Yes we provide support to our retailers if there are ever any problems with orders. For example, we supplied the Glenferrie City with jerseys via the retailer Hawthorn Sports Store. After a single wash the numbers came off the jerseys. We therefore asked Hawthorn Sports Store to get the effected jerseys and we re-numbered them all.

## Lead Times

Case Study	Delivery Time	Notes
A club needs to purchase 15 balls for its Seniors and Reserves. Highlight the time frame in which you'd on average get the club their balls.	<ul style="list-style-type: none"> <li>Eg.</li> <li>1-10 days,</li> <li>11 – 20 days,</li> <li>21 – 30 days,</li> <li>31 – days 40,</li> <li>41 – days 50,</li> <li>50 days +</li> </ul>	Eg. If they ordered our basic ball, the <i>Perth</i> , they would arrive in 8-14 days because they're stocked in our Sydney warehouse. While clubs order these balls occasionally, this is not usually the case.

Question	Yes/No	Notes
Do you have stock warehoused in Australia?	Eg. Yes	Eg. 60% of our clubs' purchases come directly from warehoused stock.

## Minimum Stock Orders

Question	# match balls	# practise balls	# junior balls	# Other balls	Notes
What is the minimum stock order a club or FV player can buy from you?	Eg. 1	Eg. 1	Eg. 1	Eg. 1	Eg. We prefer to deal with larger orders as this increases the economies of scale, but orders of 1 unit are done from time to time.

## Sample Products

Samples	Yes/No	Notes
When sending your Submission you will need to send FV a sample of each line of balls. FV will return this sample once quality measures are reviewed and/or tested. Please confirm that you will be able to send the samples and list the samples provided.	Eg. Yes	Eg.
The samples must also include logos (either sublimated or embroidered). Can you provide this?	Eg. Yes	Eg.

## Customer Service

Question	Yes/No	Notes
Do you have an account manager or service representative designated to the Victorian market?	Eg. No	Eg. We have a full time employee who services both Victorian and southern NSW.
If you do have an employee that services the Victorian market, do they also sell other brands for you?	Eg. Yes	Eg. We have a fashion label the employee works for.
Do you have an online store where clubs can purchase licensed products?	Eg. No	Eg.
Do you have a designated customer service phone number?	Eg. Yes	Eg. It is the Account Manager's mobile number.
Do you offer 100% refunds	Eg. Yes	Eg. Provide conditions of refund.
What deposit percentage, if any, do you ask your customers to provide before delivery?	Eg. 20%	Eg. This can vary from order size.
Do you have a website that displays licensed product?	Eg. Yes	Eg. Detailed information regarding sizing and pricing is included.
Do you have a customer service charter?	Eg. Yes	

**Case study:** You've promised a club that you'll deliver 20 Balls on April 1. It is now March 25 and the Balls look likely to be delayed up to 3 weeks.

Question	Answer
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What do you do in this situation?	
If they ask for a 100% refund, do you provide it?	

### Financial viability

FV will undertake a number of checks as to the credit history or solvency of the respondent. In this table, you are asked to provide information relevant to assessing the financial viability of the respondent to undertake the supply and servicing requirements of a licensee under the Licensing program.

Question	Answer (provide detailed information)
Does the company have any outstanding orders from the 2019 season? If so, why?	
Is the company able to pay its debts as and when they fall due?  <b>Note:</b> The respondent is required to provide the last 2 years' financial statements.	
Does the company or its officers have any history of external management, insolvency or bankruptcy (as applicable) in the last 5 years?	
Other than usual debt recovery processes, is the company involved in any legal proceedings?	

Has any complaint or claim been made against you in relation to non-delivery of orders?	
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### **Contract**

The template licence contract is appended to this document. Please mark any changes you will wish to make to the licence contract if you are successful. No changes to this contract will be entertained other than those you include in your Submission.

### **Conflicts of interest**

Describe any actual or potential conflicts of interest, being any matter in which an officer or employee of the respondent or his/her immediate family or business interests stands to gain personally, professionally or financially from the respondent's relationship with FV as a licensee.

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## Additional information

Include any additional information, not otherwise requested or included, in support of your Submission to become a licensee in the Licensing Program.

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## Attachments checklist

Attachment	Yes/No	Notes
Have you attached the last 2 years of company financial statements?	Eg. Yes	Eg. Audited returns for 2016/17 and 2018/18 attached.
Have you attached a customer charter?	Eg. No	Eg. We don't have a customer charter, but we do have a mission statement and that is attached.
Have you attached a catalogue that includes the licensed products you propose to sell to FV Clubs?	Eg. Yes	Eg. Our catalogue doesn't include all the licensed gear, so I've included extra documents which cover those products.
Have you attached a minimum 3 written references regarding your company and products/services.  <b>Note:</b> By including these references you confirm the referee's consent to FV contacting the referee to discuss your business relationship.	Eg. Yes	Eg. The references are from Football NSW, Australian Football League and Netball Victoria. All are willing to talk to FV.

Have you attached the amendments you would request to the template licence contract?	Eg. Yes	
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## Acknowledgement

I, \_\_\_\_\_, being a duly authorised officer of the Organisation detailed above, hereby warrant the information provided by me on behalf of the Organisation is true and correct. I acknowledge and agree that if it is later found by FV that any information provided by me is inaccurate, incomplete or misleading, any decision taken by FV in reliance on this information may be reviewed and overturned or varied. I understand, as a result, FV may, in its discretion, cease dealing with the Organisation and/or terminate any Licence Agreement entered into with the Organisation and/or seek such other remedies as may be available to FV, including legal action for damages.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix – template Licence Contract