

Coach/Instructor Affiliation Application

This agreement provides AusCycling (AC) Coaches and Instructors that are accredited under the Australian Coaching Council National Coaching Accreditation Scheme and operating under the relevant coaching remit, an extension of their professional indemnity and public liability insurance to cover paid work with both AC members and non-members. The agreement also allows coaches/instructors access to the AusCycling Events System (ACE) to set up coaching activities.

For full details please refer to the following documents on the Coaching page of the MTBA Website:

- Summary of Coach and Club Volunteer Remit with specific reference to Coaches/Instructors with MTBA Coach Affiliation Insurance Upgrade on page 2.
- Summary of Insurance Accredited Coaches Upgraded Cover.

THIS AFFILIATION AND ASSOCIATED INSURANCE COVER IS ONLY VALID FOR THE INDIVIDUAL MEMBER. COMPANIES, PARTNERSHIPS AND CONTRACTOR ARRANGEMENTS ARE SPECIFICALLY EXCLUDED FROM AFFILIATION AND INSURANCE UNDER THIS AGREEMENT.

Affiliation Details

Please Tick **New Affiliation** **Renewing Affiliation** (Current Affiliate No# _____)

Contact Details

Applicant Name: _____ AC or MTBA No: _____

Business Name: _____

ABN: _____ Phone / Mobile: _____

Mailing Address: _____ State: _____ Postcode: _____

Email Address: _____

Website/Facebook: _____

Do you require Interested Parties to be listed on your Certificate of Currency: Yes No

If yes, please send the specific wording required via email when sending in this form.

Annual Fee

Affiliation Fee: **\$295.00 inc GST**

Please Circle **Bank Transfer (EFT)** **Credit Card**

Card Number: _____

Expiry Date: _____ CCV: _____

Cardholder Name: _____

Signature: _____

Credit Card payments can also be made over the phone with the AC office. Please tick if you prefer this option and AC will contact you to process payment.

AC Office Use Only

Current AC Membership: Current WWCC: Current FA: Sole Trader:
Date Received: _____ Payment Processed: _____ Initial: _____

Application Agreement

I hereby make application for affiliation with AusCycling (AC) Ltd, and agree to abide by the rules and policies of AC and to operate within the relevant remit. I recognise AC as the national body of mountain biking in Australia.

This Deed made on the _____ Day of _____ 20_____

Between: AUSCYCLING Ltd. of Level 112, 459 Little Collins Street, Melbourne, VIC 3000 ("AC")

And: _____ (name of affiliate coach/instructor)

Of: _____ (registered address of affiliate coach/instructor)

BACKGROUND

- A. AusCycling became a company on the 1st November 2020.
- B. AC operates a membership and licensing system that includes recreational and racing activities.
- C. The coach/instructor intends to deliver mountain bike instruction including skills training and / or deliver training program instruction.
- D. The coach/instructor has completed an MTB specific accreditation which is approved by AC.
- E. AC consents and agrees to provide insurance cover to coach/instruct mountain biking in a paid capacity with AC or Non-AC members.

IT IS AGREED

1. Definitions

1.1 In this Deed the terms defined above and below have the meanings given to them and;

- "Coaching Session" means one or more instances whereby MTB instruction/skills training is provided to an individual or group.
- "Participant" means a person participating in MTB instruction/skills training.
- "Membership" in reference to a coach/instructor refers to a financial membership with AC or a legacy organisation. "Membership" in reference to a Participant refers to financial membership or Free Trial membership with AC or legacy.
- "Party" means either AC or coach/instructor.
- "MTB" means mountain bike or mountain biking.

2. Construction

2.1 Unless expressed to the contrary, in this Deed:

2.1.1 Words in the singular include the plural and vice versa;

2.1.2 Any gender includes the other genders;

2.1.3 If a word or phrase is defined its other grammatical forms have corresponding meanings;

2.1.4 "Includes" means includes without limitation;

2.1.5 No rule of construction will apply to a clause to the disadvantage of a Party merely because that Party put forward the clause or would otherwise benefit from it;

2.1.6 A reference to:

- i. A person who is a sole trader;
- ii. Any legislation includes subordinate legislation under it and includes that legislation and it subordinate legislation as modified or replace; and
- iii. An obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation; and
- iv. If the date on or by which any act must be done under this Deed is not a Business Day, the act must be done on or by the next Business Day.

3. Adherence to Conditions of AC's Coach/Instructor Affiliation

Subject to the requirements of AusCycling:

- i. The coach/instructor agrees that, unless otherwise agreed, the instruction will be given according to the rules and regulations as detailed in the latest editions of the AC's Child Safe Sport Code of Behaviour and other relevant policies and procedures.
- ii. The coach/instructor agrees to abide by AC's policies, rules, procedures, guidelines and agreements
- iii. The coach/instructor agrees that at least 90% of the training session will be conducted on unsealed surfaces.
- iv. The coach/instructor agrees to operate within the relevant insurance remit and acknowledges that AC can revoke this agreement if a breach occurs.
- v. The coach/instructor shall hold a current AC or MTBA membership as a condition of maintaining affiliation status.
- vi. The coach/instructor shall hold a current Working with Children Check or similar, relevant to their state or territory as a condition of maintaining affiliation status.
- vii. The coach/instructor shall hold a current First Aid Certificate (Provide First Aid - HLTAID003 or higher) as a condition of maintaining affiliation status.
- viii. Participants attending a coaching session must hold an AC or legacy membership, any non AC members can either purchase a membership or must complete the coaching waiver form before beginning any coaching sessions.

4. Audit

If requested to do so by AC, the coach/instructor shall provide to AC within 14 days of demand, names, addresses and contact particulars for all persons provided instruction.

Executed as a Deed.

Executed by AusCycling Ltd: _____

Signature: _____ Date: _____

Executed by the Coach/Instructor: _____

Signature: _____ Date: _____