



## Coach Affiliation Application

This agreement provides MTBA coaches that are accredited under the Australian Sports Commission National Coaching Accreditation Scheme and operating under their relevant coaching remit, an extension of their professional indemnity and public liability insurance to cover paid work with both MTBA members and non-members. For full details please see MTBA's Summary of Coach and Club Volunteer Remits with Specific Reference to Insurance Cover document. The agreement also allows access to the Register Now system to allow coaches to administer coaching events and sessions.

**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 ID# \_\_\_\_\_)

### Contact Details

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

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

ABN: \_\_\_\_\_ Phone / Mobile: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website/Facebook: \_\_\_\_\_

### Annual Fee

Affiliation Fee: **\$285.00 inc GST**

Please Circle **Cheque** **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 MTBA office. Please tick if you prefer this option and MTBA will contact you to process payment.

*Please make cheques payable to Mountain Bike Australia Ltd.*

**Bank:** Commonwealth Bank  
**Name:** Mountain Bike Australia Ltd  
**BSB:** 064 475 **Account no:** 10375364

#### EFT Remittance details

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

Amount Paid: \_\_\_\_\_

Reference: \_\_\_\_\_

### MTBA Office Use Only

Current MTBA Membership:

Current WWCC:

Current FA:

Sole Trader:

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

Payment Processed: \_\_\_\_\_

Initial: \_\_\_\_\_

We hereby make application for membership with Mountain Bike Australia (MTBA) Ltd. and agree to abide by the rules and regulations of the MTBA and the promoter charter. We recognise MTBA as the national peak body of mountain biking in Australia.

This Deed made on the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

Between: MOUNTAIN BIKE AUSTRALIA Ltd. of P.O. Box 377, Varsity Lakes, QLD 4227 (“MTBA”)

And: \_\_\_\_\_ (name of affiliate coach)

Of: \_\_\_\_\_ (registered address of affiliate coach)

## BACKGROUND

- A. MTBA was incorporated on 31 August 1999 and became a company limited by grantee in January 2017
- B. MTBA operates a membership and licensing system that includes recreational and racing activities.
- C. The coach intends to deliver mountain bike instruction including skills training and / or deliver training program instruction
- D. The coach has completed qualifications to NCAS standard and is approved by MTBA
- E. MTBA consents and agrees to the coach operating as a MTBA coach

## IT IS AGREED

### 1. Definitions

1.1 In this Deed the terms defined above and below have the meanings given to them and; “Event” means one or more of the competitive MTB events described in the Schedule hereto; “Competitor” means a competitor or competitors participating in the event. “Licence” means an MTBA Licence issued to a member for the period of 12 months. “Party” means either MTBA or coach. “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 includes a sole proprietor of a business only

- ii. Any legislation includes subordinate legislation under it and includes that legislation and its subordinate legislation as modified or replaced; 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 MTBA Rules and Regulations

Subject to the requirements of Union Cycliste Internationale (UCI):

- i. The coach agrees that, unless otherwise agreed, the instruction will be given according to the rules and regulations as detailed in the latest editions of the MTBA Coach's Code of Conduct
- ii. The coach agrees that the MTBA policies and any Codes of Conduct will be observed.

5. MTBA Licence

The coach shall hold a valid MTBA Licence as a condition of maintaining associate status.

4. Audit

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

Executed as a Deed.

Executed by Mountain Biking Australia Ltd: \_\_\_\_\_

Print name: \_\_\_\_\_ Date: \_\_\_\_\_

Executed by the Coach: \_\_\_\_\_

Print name: \_\_\_\_\_ Date: \_\_\_\_\_