



## Coach/Instructor Affiliation Application

This agreement provides Mountain Bike Australia (MTBA) 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 MTBA members and non-members. The agreement also allows coaches/instructors access to the Mountain Bike Australia Online System (MOS) 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: \_\_\_\_\_ 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 make cheques payable to Mountain Bike Australia Ltd.**

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.

**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: \_\_\_\_\_

I hereby make application for affiliation with Mountain Bike Australia (MTBA) Ltd, and agree to abide by the rules and policies of MTBA and to operate within the relevant remit. I recognise MTBA as the national 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/instructor)

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

## BACKGROUND

- A. MTBA was incorporated on 31 August 1999 and became a Company Limited by Guarantee in January 2017.
- B. MTBA 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 MTBA.
- E. MTBA consents and agrees to provide insurance cover to coach/instruct mountain biking in a paid capacity with MTBA or Non-MTBA 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 MTBA. "Membership" in reference to a Participant refers to financial membership, Free Trial membership or Recreation Day Permit with MTBA.
- "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;

**Mountain Bike Australia Ltd**

ACN 616 027 153

ABN 31 616 027 153

PO Box 377 Varsity Lakes QLD 4227

+61 (07) 5628 0110

info@mtba.org.au www.mtba.org.au

 facebook.com/MTBA

 twitter.com/MTBAust

 instagram.com/MTBAust

#### 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 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 Conditions of MTBA's Coach/Instructor Affiliation

Subject to the requirements of Mountain Bike Australia:

- 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 MTBA's Child Safe Sport Code of Behaviour and other relevant policies and procedures.
- ii. The coach/instructor agrees to abide by MTBA'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 MTBA can revoke this agreement if a breach occurs.
- v. The coach/instructor shall hold a current 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 a MTBA membership, any non MTBA members can either purchase a membership, a recreation day licence or must complete the coaching waiver form before beginning any coaching sessions.

### 4. Audit

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

### 5. Affiliated Coach/Instructor Stamp

Mountain Bike Australia will provide the 'Affiliated Coach/Instructor stamp to accredited coaches/instructors who have upgraded to the Coach Affiliation Insurance.

MTBA Affiliated Coaches/Instructors may use the 'Affiliated Coach/Instructor stamp on:

- Coach/instructor's clothing only, (an image of the article must be provided to MTBA prior to production for approval)
- Coach/instructor's website,
- Business Cards,
- All other printed collateral promoting your services as an MTB coach/instructor.

Use of the Affiliated Coach/Instructor stamp is reserved only to those who are an accredited MTBA Coach/Instructor and have purchased the Coach Affiliation Insurance for the duration of the affiliated period (12 months). If you cease to be affiliated with MTBA, the use of this stamp must cease immediately.

Unauthorised use of this stamp may result in MTBA rejecting future affiliation and/or membership. Use of this stamp must in no way imply that a coach/instructor is employed by, engaged or representing MTBA.

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Executed as a Deed.

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

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

Executed by the Coach/Instructor: \_\_\_\_\_

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

