



## Private Promoters Affiliation Application

### CONDITIONS OF AFFILIATION:

1. Agree to be bound by the provisions detailed in the Deed of Assignment on the following pages.
2. Must have at least 1 company or entity principal as a full member of MTBA.
3. Will provide an event plan including risk management plan & event map to MTBA for approval prior to each event.
4. Will co-operate with MTBA in regards to ASADA.
5. Will abide by all relevant MTBA Technical Regulations, Policies and Procedures.
6. Insurance cover is provided for the applicable number of events per year.

### Business Details

Please Tick  **New Affiliation**  **Renewing Affiliation** (Current Affiliate ID# \_\_\_\_\_)

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

### Contact Details

(\*Only one Authorised Contact allowed)

\*Authorised Contact: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Email Address: \_\_\_\_\_ Number of events or activities you plan to run in the next 12 months: \_\_\_\_\_

Website: \_\_\_\_\_

Banking Institution: \_\_\_\_\_ BSB: \_\_\_\_\_

Account Name: \_\_\_\_\_ Account no: \_\_\_\_\_

### Principal/s Details

1\* Name: \_\_\_\_\_ MTBA Member #: \_\_\_\_\_

2 Name: \_\_\_\_\_ MTBA Member #: \_\_\_\_\_

### Affiliation Fee

Please Tick  **Visa**  **Mastercard**  **EFT**  **Cheque (made payable Mountain Bike Australia Ltd)**

**Chose from the below:** \_\_\_\_\_ inc GST Card Number: \_\_\_\_\_

Single event only \$390.00 inc GST Expiry Date: \_\_\_\_\_ CCV: \_\_\_\_\_

3 events (using MOS<sup>^</sup> entry system) \$420.00 inc GST Cardholder Name: \_\_\_\_\_

3 events (external entry system) \$570.00 inc GST Signature: \_\_\_\_\_

Additional event fee: \_\_\_\_\_ inc GST

\$180 per additional event using MOS<sup>^</sup>

\$220 per additional event using external entry system

**Total Payable:** \_\_\_\_\_ inc GST

<sup>^</sup> MOS – MTBA Online Services

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

#### EFT Remittance Details

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

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

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

We hereby make application for membership with Mountain Bike Australia (MTBA) Ltd. and agree to abide by the rules and regulations of MTBA and the Deed of Assignment. We recognise MTBA as the national governing body and membership organisation of mountain bike in Australia.

Date: \_\_\_\_\_ Authorised Contact Signature: \_\_\_\_\_

THIS DEED made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**BETWEEN:** MOUNTAIN BIKE AUSTRALIA LTD. of P.O. Box 377, Varsity Lakes, QLD 4227 ("MTBA")

**AND:** (enter name of affiliate) \_\_\_\_\_

of (enter registered address of affiliate) \_\_\_\_\_ ("PROMOTER")

## BACKGROUND

- A. MTBA was incorporated on 31 August, 1999 with a focus on the governance of mountain biking in Australia including the management and conduct of mountain biking competitions.
- B. In December 2016, MTBA members voted to move Mountain Bike Australia to a Company Limited by Guarantee. MTBA Ltd came into effect from February 2017.
- C. MTBA operates a licensing system for people participating in competitive and non competitive MTB events
- D. The Promoter intends to promote and operate a mountain bike competition event or series of events, particulars of which are set out in the Schedule hereto ("**Event**").
- E. MTBA consents and agrees to the Promoter promoting and operating the event subject to the terms set out in this Deed ("**Deed**").

## 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 rider including an annual licence or day licence.
  - "**Party**" means either MTBA or Promoter.
  - "**MTB**" means mountain bike or mountain biking.

## 2. Construction

2.1 Unless expressed to the contrary, in this Deed:

- (a) Words in the singular include the plural and vice versa;
- (b) Any gender includes the other genders;
- (c) If a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "Includes" means includes without limitation;
- (e) 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;
- (f) A reference to:
  - (i) A person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (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):

- (a) The promoter agrees that, unless otherwise agreed, the event will be run according to the rules and regulations as detailed in the latest editions of the MTBA Technical Regulations and the other relevant regulations, manuals, policies and procedures.
- (b) The promoter agrees that the MTBA policies and any Codes of Conduct will be observed.

## 4. MTBA Licence

The Promoter shall require that all competitors in the event have a valid MTBA Licence as a condition of competing in the event.

- (a) In circumstances where a competitor presents an MTBA Licence, that such Licence has an expiry date after the date of the event; or
- (b) Where a competitor does not hold an MTBA Licence;  
The Promoter agrees to issue the competitor a MTBA day licence.

## 5. Collection of Licence Fees

- (a) The Promoter shall collect on behalf of MTBA fees for the issuing of day licences and shall hold such day licence fees in trust for MTBA;
- (b) The Promoter agrees to pay such licence fees to MTBA within 14 days after the date of event;
- (c) The Promoter acknowledges and agrees that it shall hold no title or interest in the licence fees so collected, with the exception of the % owing to the Promoter based on the current Day Licence fee structure.

(d) The Promoter shall provide to MTBA within 14 days of completion of the event all day licence books containing duplicate particulars of the day licenses issued at the event or by other suitable means (e.g. Excel spreadsheet).

**6. Audit**

If requested to do so by MTBA, the Promoter shall provide to MTBA within 14 days of requesting names, addresses and contact particulars for all competitors in the event.

**Executed as a Deed.**

**Schedule** (If more events need to be added please use a separate page and attach to this application)

Date of Event	Name of Event	Location of Event

Signed and on behalf of Promoter by:

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

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

Signed and on behalf of Mountain Bike Australia by:

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

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