



**AUSTRALIAN  
CHEER UNION**

**Australian Cheer Union  
ATHLETE TRANSFER POLICY**

**VERSION 1.1  
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# AUSTRALIAN CHEER UNION Ltd.

## Athlete Transfer Policy

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### 1. STATEMENT OF COMMITMENT

- 1.1 Australian Cheer Union (ACU) is responsible for the sport's National Membership Database (Database).
- 1.2 The Database contains details of all ACU membership categories and their respective registration procedures, the accuracy of which the Database relies on.
- 1.3 ACU will ensure the Database's accuracy and that it is up to date and correct for all members to enable transfers pursuant to this policy to be effected without delay.
- 1.4 ACU will keep confidential, in line with its Privacy Policy, all registration data on the Database and all complaint details unless disclosure is required by law, or in order to deal with a complaint as required by clause 4.

### 2. TRANSFER POLICY APPLICATION

- 2.1 This Policy applies to all registered athletes/participants and clubs.
- 2.2 The policy applies when an athlete who is registered with one affiliated Club (Current Club) wishes to transfer that registration to another affiliated Club (New Club). This policy applies even if the athlete's registration is not current.

### **3. ROLES AND RESPONSIBILITIES OF PARTIES INVOLVED**

#### **3.1 Registered Athletes**

A registered athlete wishing to transfer to a New Club must:

- (a) Advise the Current Club and New Club.
- (b) Settle all outstanding accounts at the Current Club prior to the submission of an application for transfer and as a precondition to the transfer to the New Club being affected.
- (c) If requested by the New Club's, provide evidence to the ACU of the payment of any monies owed by the athlete to the Current Club.

#### **3.2 Clubs**

- (a) The New Club must ensure the athlete submits a transfer request using the athlete transfer form on our webpage.
- (b) ACU will make contact with the Current Club to ensure all club fees are up to date and that no money is owing.
- (c) The Current Club must provide evidence to the AM of any monies allegedly unpaid by the athlete to the Current Club.
- (d) When confirmation has been received that no outstanding money is owing to the Current Club the National Database will be updated to New Club and athlete notified.
- (e) Distribute, promote, and implement this policy and its related administration procedures.

#### **3.3 ACU**

- (a) Complete all administrative procedures to ensure the accuracy of the Database is maintained.
- (b) Act as mediator should a dispute not be resolved.

### **4. COMPLAINTS**

4.1 The ACU will deal with any complaints about failure to comply with this Policy promptly, seriously, sensitively and in accordance with the principles of natural justice.

4.2 If there is a dispute about a failure to comply with the policy which can not be resolved by consultation, the ACU may direct the parties to attend mediation, which ACU may choose to mediate in accordance with ACU's **Grievance ByLaw**, to attempt to resolve the dispute.

4.3 If the dispute is not resolved at mediation or one or more parties fail to attend the mediation then ACU may approve a transfer even if all of the transfer requirements have not been met.

### **5. GOVERNING PRINCIPLES**

5.1 A Current Club may not refuse permission for any athlete to transfer to a New Club unless:

(a) The athlete has outstanding accounts at, or otherwise has not fulfilled any financial commitments to, the Current Club.

(b) The transfer does not comply with this Policy or the Membership Terms & Conditions.

5.2 Once the transfer is complete, the athlete must pay all required fees to the New Club, with the exception of the ACU Membership fees if they have already been paid for the current calendar year.

5.3 An athlete may not participate in any sanctioned competitions or events for the New Club until the transfer has been approved.

5.4 This principle shall not apply if all involved parties agree and/or special circumstances apply (e.g.: the Current Club closes down and/or does not maintain its affiliation).

## **6. FEES PAYABLE**

### **ACU Membership Fees**

6.1 These fees are annual and must be paid at the beginning of each calendar year.

(a) The fees are non-refundable and non-pro rateable. The Current Club is not required to reimburse any part of fees paid by the athlete, to either the athlete or the New Club.

(b) The New Club is not required to pay any other membership fee to the ACU in respect of the athlete for that calendar year.

6.2 Insurance which is provided to registered athletes as part of the National Insurance scheme is annual and must be paid at the start of the calendar year by the Current Club and is non-refundable and non-pro rateable.

## **7. TRANSFER PROCEDURES**

7.1 The transfer process:

(a) requires agreement by both Clubs involved

(b) must be processed in the Database by ACU

(c) subject to clause 4 should be finalised within 30 days

7.2 Athlete identified Transfers (a) If an attempt is made to register with another club without the knowledge of the current club, contact will be made with both clubs and the athlete to ensure that this policy is actioned accordingly.

7.5 Competition/Representation Status

(a) A registered athlete may only compete for and/or represent their Club at sanctioned events.

(b) It is acknowledged that special circumstances may apply and exceptions to this rule may be necessary.

(c) To apply for an exception, an application, in writing, must be made to the ACU, depending on the level of competition. This application must contain:

(i) Name of athlete

(ii) Rationale for needing to compete/represent a Club other than the athlete's Current Club.

**Document Control:**

<b><i>Version</i></b>	<b><i>Date reviewed</i></b>	<b><i>Date endorsed</i></b>	<b><i>Content reviewed/purpose</i></b>
1	21/08/2021		• <i>Original Document</i>