



**AUSTRALIAN
CHEER UNION**

Australian Cheer Union
MEMBERSHIP TERMS AND CONDITIONS

VERSION 1.1
18th January 2021

AUSTRALIAN CHEER UNION Ltd.

Membership Terms & Conditions



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THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY BEFORE SUBMITTING YOUR MEMBERSHIP APPLICATION. UPON SUBMITTING THIS FORM AND DECLARATION, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS.

The following Terms and Conditions must be read carefully.

1.MEMBERSHIP

1.1.Granting Of Membership

Subject to the provisions of these Terms and Conditions, in consideration of the Member's application being accepted, the Member acknowledges and agrees to the following Terms and Conditions.

1.2 Membership

Upon submitting this application form, the applicant will become a member of the Australian Cheer Union (ACU). The Member acknowledges, agrees and consents to becoming a member of the ACU. Upon the applicant becoming a member of the ACU, the ACU's constitution will comprise a contract between the Member and the ACU and the Member will be bound by it and any regulations, policies or codes made under it. The Member shall submit to any disciplinary measures taken against it and shall only appeal any disciplinary decision in the manner permitted under the ACU's Constitution, regulations, and policies.

1.3 Membership Fee

- a) The Member must pay the Membership Fee to the Australian Cheer Union (ACU) within seven (7) days of the date of a tax invoice from the ACU to the Member.
- b) While they are a Member, they shall pay all fees, dues and other payments lawfully required of it under the relevant regulations, within the time required for payment of, and in the manner required for, the payment.
- c) If a Member's application for membership or renewal is not accepted, any fees, dues or other payments made by it will be dealt with in accordance with the refund policy located on our website.

1.4 Membership Period

The Member acknowledges that the period of membership of the ACU commences each year on 1st January and ends at 11.59pm on the 31st December that year (**Membership Period**) unless extended by the ACU in its complete and absolute discretion.

1.5 Membership Standards

The Member must at all times comply with the Membership Standards and warrants that at the time of applying for Membership, the Member complies with the Membership Standards.

1.6 Breaches

The Member acknowledges and agrees that Membership is conditional upon the Member continuing to comply with the Membership Standards and these Terms and Conditions, and if, during the Membership Period, the Member is in breach of the Membership Standards or these Terms and Conditions (**Relevant Breach**), the ACU may, in its complete discretion:

- a) serve on the Member a written notice requiring the Member to remedy the Relevant Breach within such time as the ACU determines;
- b) suspend the Member's Membership for such period as the ACU determines;
- c) terminate the Member's Membership effective immediately;
- d) vary the Member's Membership or the level of service provided in such manner as the ACU determines; and/or
- e) take any such other action against the Member as the ACU sees fit, acting reasonably.

2. TERMINATION

If the Membership is terminated in accordance with clause 1.6(c):

- a) the Member may not make a further application for Membership until they has remedied the Relevant Breach or breaches which resulted in the termination of its Membership; and
- b) the ACU may impose such additional conditions as it sees fit on any further Membership granted to the Member.

3. REFUSAL OF MEMBERSHIP

3.1 Notwithstanding anything in these Terms and Conditions, the ACU may decline to grant Membership to the applicant and the ACU's decision in that regard shall be final and binding and shall not be the subject of any appeal right.

3.2 If Membership is not granted, the ACU shall refund the Membership Fee to the Member in accordance with its refund policy (as applicable).

4. DISPUTES

4.1 For the purposes of this clause, a 'Dispute' is any dispute or difference arising out of, or relating to, these Terms and Conditions.

4.2 Neither Party may commence or initiate any court proceedings (except applications for urgent interim injunctions) until the procedures set out in clauses 4.3 and 4.4 have been followed.

4.3 If a Party considers that a Dispute has arisen, that Party must promptly send a notice to the other Party (**Dispute Notice**) setting out a full description of the matters in dispute or in which there is a difference.

4.4 An authorised representative of each Party (or their nominees) must attempt to resolve the Dispute in good faith.

4.5 If the Dispute is not resolved within 30 calendar days of the Dispute Notice, or any longer time the Parties may agree in writing that either Party may commence or initiate appropriate legal proceedings.

5. INDEMNITY

To the extent permitted by law, the Member hereby indemnifies, and will keep indemnified, the ACU and each of their respective directors, employees, officers and agents, against any and all liability, damage, loss and expense of whatsoever nature that are incurred by any one or more of them as a result of the Member's involvement with any cheerleading activity, or as a result of any act or omission by the Member or one of its representatives, including if same is as a result, whether wholly or in part, of the negligence of any identified party.

5.1 Interpretation

In the membership form and in these Terms and Conditions, unless the context otherwise requires:

- a) the singular includes the plural and vice versa;
- b) other grammatical forms of defined words or phrases have corresponding meanings;
- c) a reference to a clause, part of a clause, schedule or annexure is a reference to that clause, part of a clause, schedule or annexure of or to these Terms and Conditions and a reference to these Terms and Conditions includes their schedules and any annexure;
- d) a reference to a document, deed or agreement, includes a reference to that document, deed or agreement as notated, altered or replaced from time to time;
- e) a reference to "dollar", "\$" or "AUD" is a reference to Australian currency; and
- f) headings are for convenience of reference only and do not affect interpretation.

6. GENERAL

6.1. Entire Agreement

These Terms and Conditions constitute the entire agreement between the Parties. No understanding, arrangement or provision not expressly set out in these Terms and Conditions binds the Parties. Accordingly, all correspondence, negotiations and other communications between the Parties in relation to the subject matter of these Terms and Conditions which precede these Terms and Conditions are superseded by it and have no effect.

6.2. Amendment

These Terms and Conditions may only be amended in writing signed by the Parties and not in any other manner.

6.3. Waiver

- a) The failure by any Party at any time to enforce any of its powers, remedies or rights under these Terms and Conditions will not constitute a waiver of those powers, remedies or rights or affect the Party's rights to enforce those powers, remedies or rights at any time.
- b) Any single or partial exercise of any power, remedy or right does not preclude any other or further exercise of it or the exercise of any other power, remedy or right under these Terms and Conditions.

6.4. Severance

If any provision of these Terms and Conditions is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

6.5. Governing Law

These Terms and Conditions are governed by the law in force in Victoria and the Parties submit to the non-exclusive jurisdiction of the courts of Victoria and all courts competent to hear appeals from the courts of Victoria in respect of all proceedings arising in connection with these Terms and Conditions.

6.6. Assignment

No Party may assign or transfer any of its rights or obligations under these Terms and Conditions without the prior written consent of the other Party and no assignment of any obligation will be effective until the assignee has covenanted in favour of, and in form satisfactory to, the non-assigning Party, to assume and to be bound by the obligations assigned.

6.7. Further Assurances

Each Party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes, and delivers all agreements, documents, instruments, and acts reasonably required of it or them by notice from the other Party effectively to carry out and give full effect to these Terms and Conditions and the rights and obligations of the Parties under them.

Definitions

ACU	Means Australian Cheer Union Ltd.
Applicant	Means A person or entity wishing to apply for membership as per the ACU guidelines
Dispute	Means any disagreement or difference arising out of, or, relating to the Terms and Conditions
Member	Means a coach/judge/choreographer registered as a technical member, an athlete registered as a participant member or a legal entity registered as a club, Event Provider or Industry Member as affiliated to the ACU in compliance with the Membership Requirements.
Membership	Means recognition by the ACU as a Member
Membership Fee	Means the annual fee calculated and imposed by the ACU on the Member for Membership
Operators	Means: (a) the Chief Executive Officer (or equivalent position/s) and Chief Operating Officer (or equivalent position/s) of the Member; and (b) the Manager or Managers (or equivalent position/s) of the Member;
Owners	Means: (a) where the Member is owned by an individual in their personal or sole trader capacity, that individual; or (b) where the Member is owned by a partnership, the individuals comprising that partnership; or (c) where the Member is owned by an incorporated legal entity, the Directors and Officers (as defined in the Corporations Act 2001 (Cth) of that incorporated legal entity.
Party or parties	Means either or all of the Member, the ACU as the context so requires.
Terms and Conditions	Means the terms and conditions of membership as set out and described in this document.

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