



2020 Event Producer Membership Standards, Terms & Conditions

Australian Cheer Sport Alliance (ACSA)

Australian Cheer
Sport Alliance Ltd

6/103 Lewis Road
Knoxfield VIC 3180
03 9800 4092
A.B.N 35 624 569 080

2020 Event Producer Membership Standards

The following is a list of Membership Standards which the Event Producer (EP) must comply with prior to Membership. The list can be used as a checklist prior to application.

1. The Event Producer shall always comply with the Terms and Conditions of Membership
2. The Event Producer maintains ongoing registration and compliance as an entity registered and located in Australia with all relevant legal requirements in place.
3. The Event Producer confirms that it is solvent and able to meet its debts as and when they fall due including, but not limited to, payroll, superannuation, relevant taxes, and levies and fees payable to ACSA.
4. The Event Producer accepts and complies with ACSA's Constitution.
5. All child safe requirements and Working With Children Checks (however named in the Events jurisdiction) for all staff and volunteers (paid or unpaid) of the Event Producer are conducted and in place in accordance with State/Territory Legislation.

The Event Producer confirms that it is responsible for complying with all National and relevant State/Territory child safe laws.

The Event Producer will ensure all coaches attending their events have a valid Working With Children Check (however named in the Event's jurisdiction)

6. Each individual Owner and Operator (as those terms are defined in the Terms and Conditions of Membership) must be, in the opinion of ACSA, a fit and proper person to discharge the duties and responsibilities and exercise the rights and privileges associated with their role as Owner or Operator of an Event Producer Entity. In determining whether an individual Owner or Operator is a fit and proper person for the purposes of Membership Standard 6, ACSA may take into account any factor they consider relevant, including but not limited to the following:
 - an Owner or Operator's criminal history, including any sexual offences, drug-related conduct (including possession, use, sale or any other drug-related offences), assault causing serious injury, and any other relevant serious criminal conduct;
 - any disciplinary proceedings brought against an Owner or Operator by an employer, sporting organisation or similar body; and
 - any complaint received by ACSA from any person
7. The Event Producer should complete a child safe self-assessment at least once annually (during the calendar year), which includes having at least one administrator who has completed the Play by the Rules Child Safe Course <https://www.playbytherules.net.au/online-courses/child-protection-online-course> and is registered as the Event Producer's Child Safe Representative (CSR).
8. The Event Producer will maintain waivers for registered competition participants or member clubs and will include provision for the members' medical and emergency

contact information. Storage of these forms and any other personal information, including medical information must be secure and disclosure and storage must comply with the Privacy Act 1988 (Cth), and other applicable State/Territory requirements.

9. The Event Provider will comply with any reasonable request by ACSA for access to Event Provider and or member information.
10. The Event Producer meets each of its legal employment obligations, including the appropriate level of WorkCover insurance.
11. The Event Producer will comply with all relevant Government Guidelines including health and safety directives.
12. The Event Producer maintains ongoing compliance with ACSA's Event Sanctioning Standards and will meet the following **minimum** standards for their competitions to be sanctioned. For more information please refer to ACSA Dance Event Sanctioning Standards 2020 and ACSA Cheer Event Sanctioning Standards 2020.

2020 Event Producer Membership Terms & Conditions

These terms and conditions form part of the Australian Cheer Sport Alliance Event Producer Membership Standards.

I Membership

I.1 Approval of Membership

Subject to the provisions of these Terms and Conditions, in consideration of the Event Producer paying the Membership Fee(s) and continuing to abide by the Terms and Conditions, ACSA will approve Membership to the Event Producer.

I.2 Membership Fee

Membership fees for 2020 have been waived.

The Event Producer will pay the Membership Fee to ACSA within twenty one* (21) days of the date of an invoice from ACSA to the Event Producer.

I.3 ACSA Membership Standards

The Event Producer must at all times comply with the ACSA Membership Standards and warrants that at the time of applying for Membership the Event Producer complies with the ACSA Membership Standards.

I.4 Breaches

The Event Producer acknowledges and agrees that Membership is conditional upon the Event Producer continuing to comply with the ACSA Membership Standards and these Terms and Conditions, and if at any time the Event Producer is in breach of the ACSA Membership Standards or these Terms and Conditions, ACSA may, in their complete discretion:

- a) give the Event Producer written notice requiring the Event Producer to remedy any breach of the ACSA Membership Standards or Terms and Conditions within such time as ACSA determines, at the Event Producer's expense;
- b) suspend the Event Producer's Membership for such period as ACSA determines;
- c) terminate the Event Producer's Membership;
- d) vary the Event Producers Membership or the level of service provided in such manner as ACSA determines; and/or
- e) take any such other action against the Event Producer as ACSA sees fit.

2 Termination

If the Event Producer Membership is terminated in accordance with clause 1.4 (c):

- a) the Event Producer may not make a further application for Membership until it has remedied the breach or breaches of the ACSA Membership Standards or Terms and Conditions which resulted in the termination of its Membership; and
- b) ACSA may impose such additional conditions as it sees fit on any further Membership granted to the Event Producer.

3 Refusal of Membership

3.1 Notwithstanding anything in these Terms and Conditions, ACSA may decline to approve Membership to the Event Producer and the decision in that regard shall be final and binding and shall not be the subject of any right of appeal.

3.2 If Membership is not approved, ACSA shall refund any Membership Fee to the Event Producer.

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, or where agreement between the Parties is required by these Terms and Conditions and there is absence of agreement after a reasonable period.

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 (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, on the basis that the Parties wish to retain a long term commercial relationship.

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

5 Definitions and Interpretations

5.1 Definitions

ACSA	means Australian Cheer Sport Alliance (ACN 35 624 569 080)
ACSA Membership Standards	means the requirements for Membership published by the Australian Cheer Sport Alliance from time to time.
Event Producer	means a legal entity, affiliated to the Australian Cheer Sport Alliance in compliance with the ACSA Membership Standards.
Cheer	means the sport of All Star Cheer & Dance which includes all the disciplines recognised and regulated by the ICU from time to time.
Membership	means recognition by the Australian Cheer Sport Alliance as an Event Producer.

Membership Fee	means the per athlete fee calculated and imposed by the Australian Cheer Sport Alliance on the Event Producer for each of their sanctioned events.
Owner or Owners	means: <ul style="list-style-type: none"> a) where the Event Producer is owned by an individual in their personal or sole trader capacity, that individual; or b) where the Event Producer is owned by a partnership, the individuals comprising that partnership; or c) where the Event Producer is owned by an incorporated legal entity, the Directors and Officers (as defined in the Corporations Act 2001 (Cth) of that incorporated legal entity.
Operator or Operators	means: <ul style="list-style-type: none"> a) the Chief Executive Officer (or equivalent position/s) of the Event Producer; and b) the Manager or Managers (or equivalent position/s) of the Event Producer; and
Party or Parties	means either, or all of, the Event Producer and the Australian Cheer Sport Alliance as the context so requires.
Terms and Conditions	means the Terms and Conditions of Membership set out in this section 5.

5.2 Interpretation

In Section 8 of the Event Producer 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;
- 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 all 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 all the other Parties 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 Parties, 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.