**APPLICATION FORM**

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| **Organisation Information** | |
| Legal Name: |  |
| Trading Name: |  |
| ABN: |  |
| Address: |  |
| Phone Number: |  |
| Email: |  |
| Additional Venues: |  |

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| **Participant Numbers** | |
| Number of weekly participants (based on a normal timetabled  classes across all venues listed) |  |

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| **Primary Contact Information:** | |
| Full Name: |  |
| Date Of Birth: |  |
| Address: |  |
| Phone Number: |  |
| Email: |  |

The **Organisation** applies for and agrees to purchase the **Services** from Recreational Gymnastics Australia **(RGA**) on the following terms.

1. RGA will provide the Services to and for the Organisation with due diligence and integrity in a good and workmanlike manner and in accordance with all applicable laws, standards and policies. In consideration of the Services the Organisation will pay RGA the **Fee** as per these terms and when requested by RGA. RGA makes no representations and warranties in respect to the Services or that they will be fit for purpose for the Organisation.

## Each party will:

### not, nor permit any of its officers, servants, employees, contractors or agents to do or perform any act which prejudices or brings into disrepute the other party or any of other party’s officers, members, servants and agents;

### provide all necessary support, information, materials and assistance to the other party to enable it to meet its obligations under these terms in relation to the Services;

### maintain and promote the image and reputation of the other party; and

### keep any information exchanged between them in respect of the Services confidential.

4. RGA provides the Services to and for the Organisation as an independent contractor.

5. RGA will provide the Services until such time as the Organisation gives 90 days’ notice that it no longer requires the Services.

6. RGA has no liability or responsibility for any operations of the Organisation. The Organisation:

(a) releases and will release RGA from all Claims that the Organisation has or may have had but for this release arising from or in connection with the provision of the Services; and

(b) indemnify and will keep indemnified RGA to the extent permitted by law in respect of any Claim by any person arising as a result of or in connection with the provision of the Services.

7. The Organisation must comply with all relevant laws in respect of the Services and must provide such reports in respect of the Services as are requested by RGA. RGA may request additional information from the Organisation and audit (at RGA’s cost) the Organisation’s use of the Services. The Organisation must assist RGA undertake such audit.

8. These terms constitute the entire agreement between the parties. RGA may amend these terms from time to time but must give 30 days’ notice of any amendment to the Organisation.

9. The Organisation will pay to RGA a **Organisation Fee** of $19.00 (excluding GST) per participant based on the Organisation’s average weekly participation number(s). This participation number is based on the Organisation’s normal weekly class timetable and the participants who regularly attend these classes.

10. If the Organisation has applied and been accepted between 8 December 2022 and 21 December 2022 a 10% foundation membership discount will apply to the Organisation’s Fee. This discount will apply to the Organisation’s Fee for 2023. The 10% discount offer will also apply to the Organisation’s Fee for 2024, 2025 should the Organisation apply to use the Services in these years.

11. The Organisation must maintain the participant personal data on an RGA recognised class management software system. RGA may request access to this information from the Organisation for audit purposes. Any such audit will be at RGA’s cost however the Organisation must assist RGA undertake such audit. Where an audit demonstrates that the number of participants is greater than those disclosed to RGA by the Organisation, the Organisation will immediately pay to RGA the proper amount owing of the Fee. If such sum is not paid within 7 days RGA will no longer provide the Services including insurance.

12. There will be no cost for Organisation Coaches joining RGA. There will be no ongoing coach membership costs. A Coach’s ongoing membership is tied to working in an Organisation that purchases Services from RGA.

13. There will be no charge from RGA for coach training. It is the Organisation’s responsibility however to ensure Coaches working in the Organisation are trained and competent to meet the RGA coaching framework. RGA accepts no responsibility where a Organisation fails to train and Coach to the relevant coaching and accreditation framework.

14. The Organisation must have a Coach Developer and Assessor to train and accredit the Coaches in the Organisation. The Organisation must pay to RGA a one-off cost of $500 (ex GST) per Coach Developer and Assessor.

15. The Organisation subscription commences from 1 January each calendar year. RGA will issues invoices for the Fee quarterly in advance from the 15th day of the relevant month.

16. Any communication between the parties must be in writing and may be sent by any means to such address as may be notified by a party to the other party from to time. Such communication will be deemed received the next business day after it is sent.

## 17. Any dispute arising under these terms in connection with the Services must be resolved by the parties in good faith.

18. The Organisation shall not assign any rights or duties under these Terms without RGA’s prior written consent.

19. These terms are governed by the laws and courts of the State of Victoria.

**Claim** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence.

**Organisation** means [LEGAL NAME ABN AND ADDRESS OF ORGANISATION AND LIST ORGANISATION VENUES WHICH ARE COVERED BY THIS AGREEMENT].

**Fee** means the fee set out above and as amended from time to time by RGA.

**Services** means:

* Provide insurance to a coach with active coach membership
* Provide a RGA Accreditation Framework
* Issue an accreditation to a coach who successfully completes accreditation requirements
* Documented coach curriculum with associated learning outcomes and competencies
* Templates, assessment checklists, guidelines and help guides
* Provide RPL (recognition of prior learning) services
* Run training sessions for a Coach Developer and Assessor and
* Offer professional development (on an ad hoc basis) and as may be agreed between the parties.

For the avoidance of doubt Services do not include or apply to sessions/programs that are specific to learning skills for the purpose of trampoline or tumbling. The Services do however apply to the use of a trampoline (standard / in the ground) for learning recreational movement skills including:

* The use of a trampoline as a station within a session
* Use of other rebound apparatus for learning recreational movement skills
* Teaching of skills as per the competencies and boundaries of the accreditation level

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| **SIGNED** for and on behalf of [INSERT ORGANISATION] by [INSERT NAME] as its authorised officer in the presence of: | ))) |  |
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|  |  |  |
| Signature of witness |  | Signature of authorised officer |
|  |  |  |
|  |  |  |
|  |  |  |
| Name of witness (please print)  Date: |  |  |