

GYMNASTICS NSW

2020 AFFILIATION AGREEMENT

Prepared for;

Altitude Gym Sports Pty Ltd

Legal Name: Altitude Gym Sports Pty Ltd

Address: PO BOX 3061 BANGOR NSW 2232

ABN: 65 149 982 552

Prepared by;

Michael Lovell

NSW Gymnastic Association Inc

Address: UNIT 2/11-21 UNDERWOOD RD, HOMEBUSH NSW 2140

ABN: 42 404 151 760

Dear Altitude Gym Sports Pty Ltd,

Please find enclosed Gymnastics NSW 2020 Affiliation and Flat Fee Agreement.

Please note, prior to the acceptance of affiliation, clubs are required to;

1. Complete all sections within the Gymnastics Australia Online Affiliation, and
2. Complete the enclosed Agreement with payment upon receipt of tax invoice.

Missing or incomplete affiliation documentation or failure to pay will result in a delay, or decline, of the Club's affiliation.

Outstanding Debts

When applying for affiliation in 2020 any club that has outstanding debts with NSW Gymnastic Association Inc will not be affiliated until such times as the outstanding amount is paid in full. Please ensure that you pay all outstanding amounts as quickly as possible to ensure a speedy 2020 affiliation.

Athlete Membership Fees

For your reference, as previously communicated, please find below athlete membership fees for 2020.

- Competitive - \$99.50 (*GST inclusive*)
- Recreational - \$57.00 (*GST inclusive*)
- KinderGym - \$49.50 (*GST inclusive*)
- Fitter for Life - \$25.00 (*GST inclusive*)

To make the Affiliation process as smooth as possible, please check that you have completed all the applicable sections of the Gymnastics Australia Online Affiliation, including but not limited to; Member Protection Information Officer (MPIO), Child Safety Representative (CSR), and Working With Children Check (WWCC), requirements.

We look forward to receiving your 2020 Affiliation and Flat Fee Agreement. If you require any assistance, please do not hesitate to contact your Club & Region Development Officer, or email clubdevelopment@gymnsw.org.au.

Kind regards,

Gymnastics NSW

AFFILIATION AGREEMENT

THIS AGREEMENT is entered into effective as of 1 January 2020 (the "Effective Date") by and between NSW Gymnastic Association Inc. ("GNSW") of UNIT 2/11-21 UNDERWOOD RD, HOMEBUSH NSW 2140

AND Altitude Gym Sports Pty Ltd ("the Club") of PO BOX 3061 BANGOR NSW 2232.

This Agreement shall automatically expire at 31 December 2020

The parties agree as follows:

1. AFFILIATION

1.1 GRANTING OF AFFILIATION

Subject to the provisions of these Terms and Conditions, in consideration of the Club paying the Affiliation Fee and continuing to abide by the Terms and Conditions, GNSW will grant Affiliation to the Club.

1.2 AFFILIATION FEES

The Club will pay the Affiliation Fees to GNSW within the payment terms specified on receipt of a tax invoice from GNSW to the Club.

1.3 AFFILIATION STANDARDS

The Club must at all times comply with the Affiliation Standards and warrants that at the time of applying for Affiliation the Club complies with the Affiliation Standards.

1.4 BREACHES

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

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

2. TERMINATION

If the Club's Affiliation is terminated in accordance with clause 1.4:

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

3. REFUSAL OF AFFILIATION

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

3.2 If Affiliation is not granted, GNSW shall refund the Affiliation Fee to the Club.

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.

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 New South Wales and the Parties submit to the non-exclusive jurisdiction of the courts of New South Wales and all courts competent to hear appeals from

the courts of New South Wales 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 ASSURANCE

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.

6.8 USE OF TRADEMARKS

The Club shall not be permitted to print, post or otherwise use letterhead, calling cards, literature, signage or other representations in the name of GNSW (or any of its affiliates) or to represent itself as GNSW (or any of its affiliates) or make commitments on behalf of GNSW (or any of its affiliates) without the express, written permission of GNSW. The Club may, however, indicate in its advertising and marketing materials that it is an affiliate of GNSW and may, as necessary, incidentally use GNSW Trademarks in its sales/marketing efforts. GNSW reserves the right to review the Club's marketing and sales materials prior to their publication or use.

Upon termination of this Agreement for any reason, the Club will immediately cease using GNSW Trademarks as allowed in this Section and shall immediately take all appropriate and necessary steps to (a) remove and cancel any listings in public records, other directories, remove any visual displays or literature at the Club's location, the Internet and elsewhere that would indicate or would lead the public to believe that the Club is an associate of GNSW (or any of its affiliates) or GNSW's (or any of its affiliates') products or services. Upon the Club's failure to comply with this paragraph, GNSW may make application for such removals, cancellations, abandonments or transfers in the Club's name.

6.9 INSPECTION OF RECORDS

The Club shall keep accurate records of all its activities as reasonably necessary to determine its compliance with the terms and conditions of this Agreement, including accounting records, athlete membership records and governmental filings. The Club shall retain such records for at least a 7-year period following their creation or preparation. During the term of this Agreement and for a period of 18 months thereafter, GNSW shall have the right to inspect and audit such records.

FLAT FEE CALCULATION

The 2020 Flat Fee is based on 90% of registered gymnasts within your club in 2019. Additional reductions apply when the combined number of Recreational members exceeds 1,000.

The table below outlines the number of members registered with Altitude Gym Sports Pty Ltd in 2019 across the respective membership categories and the number of members payable in 2020.

CATEGORY	TOTAL MEMBERS IN 2019	MEMBERS PAYABLE IN 2020
Competitive Members	48	44
Recreational Members	357	322
KinderGym Members	128	116
Fitter for Life Members	0	0

PAYMENT SUMMARY SHEET

Please complete the 'Payment Summary Sheet' in line with the previous page, editing the *quantity* field where applicable.

Item	Price (incl. GST)	QTY	Subtotal
A. Affiliation			
Affiliation Fee	AU\$ 465.00	1	AU\$ 465.00
Gymnastics Online	AU\$ 135.00	1	AU\$ 135.00
Gymsport Fee <small>Please enter the Number of Gymsports delivered, including; MAG, WAG, RG, GfA, AER, ACR, TRP</small>	AU\$ 30.00	3	AU\$ 90.00
B. Insurance			
Public Liability Insurance Fee <small>Please enter '0' if your club has opted out of the National Insurance Policy.</small>	AU\$ 924.00	1	AU\$ 924.00
C. APRA & PPCA			
APRA Licence Fee	AU\$ 99.00	1	AU\$ 99.00
PPCA Licence Fee	AU\$ 100.00	1	AU\$ 100.00
D. Flat Fee			
Competitive Membership Fee	AU\$ 99.50	44	AU\$ 4,378.00
Recreational Membership Fee	AU\$ 57.00	322	AU\$ 18,354.00
KinderGym Membership Fee	AU\$ 49.50	116	AU\$ 5,742.00
Fitter for Life Membership Fee	AU\$ 25.00	0	AU\$ 0.00

Subtotal (incl. GST) **AU\$ 30,287.00**

Total (incl. GST) AU\$ 30,287.00

The Payment Summary Sheet has been completed in line with the table on the previous page.

M/M

PAYMENT METHOD

Please select the payment method in which Altitude Gym Sports Pty Ltd agrees to enter into under this Agreement.

Upon receipt of this Agreement, a tax invoice will be generated for Altitude Gym Sports Pty Ltd and payable to NSW Gymnastic Association Inc. within the specified payment terms.

Please note, completion of this Agreement and payment is required prior to Affiliation being accepted by Gymnastics NSW.

OPTIONS	TICK
PAYMENT METHOD 1. One lump sum, no later than 28th February 2020. <i>(5% discount off the Flat Fee received when choosing this method)</i>	<input type="checkbox"/>
PAYMENT METHOD 2. Upfront affiliation fees (<i>Items A-C</i>), then full Flat Fee payment, made after 28th February 2020.	<input type="checkbox"/>
PAYMENT METHOD 3. Three equal installments. First installment payable on affiliation and thereafter on 15th May, and 15th August 2020.	<input checked="" type="checkbox"/>

The Club agrees to the Payment Method selected and will make payment upon receipt of tax invoice.

M.M...

CLUB SIGNATURES

PLEASE ENTER "N/A" INTO A SIGNATURE FIELD IF NOT APPLICABLE.

EXECUTED by Altitude Gym Sports Pty Ltd

ABN 65 149 982 552 in accordance with

the requirements of section 127 of

the *Corporations Act 2001 (Cth)*

on the 14 day of January 2020.

Michelle Mason

N/A

*Director /Sole Director /Sole Secretary (*tick as applicable*)

*Director / Secretary (*tick as applicable*)

Michelle Mason

N/A

*Full Name

*Full Name

OR

SIGNED for and on behalf of

Altitude Gym Sports Pty Ltd by its duly

authorised officer:

on the _____ day of _____.

N/A

*Authorised Officers Signature

N/A

*Full Name of Authorised Officer

N/A

*Position held

ACCEPTANCE

Affiliation is granted to Altitude Gym Sports Pty Ltd subject to the provisions of the Terms and Conditions contained herein.

SIGNED for and on behalf of
NSW Gymnastic Association Inc. by its duly
authorised officer:

on the 31 day of January 2020.



Aaron Bloomfield

*Full Name of Authorised Officer

Chief Executive Officer

*Position held

OFFICE USE ONLY	
This Agreement and the associated requirements under the Gymnastics Australia Affiliation Standards have been reviewed by an authorised officer of Gymnastics NSW.	<i>S.W.</i>
Payment has been received in line with this Agreement and the payment terms specified.	<i>L.M.</i>
Final Approval. Affiliation is now complete for the period specified herein.	<i>M.L.</i>

Signature Certificate



Document Ref.: EEWJZ-MHZAX-HQWJU-XMSUC

Document signed by:

	Michelle Mason Verified E-mail: michelle@altitudegym.com.au	N/A
IP: 58.110.33.163 Date: 13 Jan 2020 23:10:07 UTC		

	Lyn Mercieca Verified E-mail: finance@gymnsw.org.au	L.M.
IP: 139.130.187.154 Date: 29 Jan 2020 04:05:40 UTC		

	Verified E-mail: southern@gymnsw.org.au	S.W.
IP: 139.130.187.154 Date: 30 Jan 2020 00:17:07 UTC		

	Aaron Bloomfield Verified E-mail: abloomfield@gymnsw.org.au	ABW!
IP: 139.130.187.154 Date: 30 Jan 2020 20:45:42 UTC		

Document completed by all parties on:
30 Jan 2020 21:07:18 UTC

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Signature Certificate

Document Ref.: EEWJZ-MHZAX-HQWJU-XMSUC

Document signed by:

	<p>Michael Lovell Verified E-mail: development@gymnsw.org.au</p>	<p><i>M.L.</i></p> 
<p>IP: 203.87.71.35</p>		<p>Date: 30 Jan 2020 21:07:18 UTC</p>

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30 Jan 2020 21:07:18 UTC

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