



Club Membership Terms & Conditions

Australian Cheer Union (ACU)

These terms and conditions form part of the Australian Cheer Union Club Membership Standards.

I Membership

I.1 Approval of Membership

Subject to the provisions of these Terms and Conditions, in consideration of the Club paying the Membership Fee and continuing to abide by the Terms and Conditions, ACU will approve Membership to the Club.

I.2 Membership Fee

The Club Membership fee for 2025 is \$200 inc. GST, for all gyms regardless of size.

The Club will pay the Membership Fee to ACU within thirty* (30) days of the date of an invoice from ACU to the Club.

I.3 ACU Membership Standards

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

I.4 Breaches

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

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

2 Termination

If the Club's Membership is terminated in accordance with clause I.4 (c):

- a) the Club may not make a further application for Membership until it has remedied the breach or breaches of the ACU Membership Standards or Terms and Conditions which resulted in the termination of its Membership; and

- b) ACU may impose such additional conditions as it sees fit on any further Membership granted to the Club.

3 Refusal of Membership

- 3.1 Notwithstanding anything in these Terms and Conditions, ACU may decline to approve Membership to the Club 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, ACU shall refund the Membership 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.

5 Definitions and Interpretations

5.1 Definitions

ACU	means Australian Cheer Union (ACN 35 624 569 080)
ACU Membership Standards	means the requirements for Membership published by the Australian Cheer Union from time to time.
Club	means a legal entity, affiliated to the Australian Cheer Union in compliance with the ACU 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 Union as a Club.
Membership Fee	means the annual fee calculated and imposed by the Australian Cheer Union on the Club for Membership.
Owner or Owners	means: a) where the Club is owned by an individual in their personal or sole trader capacity, that individual; or b) where the Club is owned by a partnership, the individuals comprising that partnership; or c) where the Club 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: a) the Chief Executive Officer (or equivalent position/s) of the Club; and b) the Manager or Managers (or equivalent position/s) of the Club; and
Party or Parties	means either, or all of, the Club and the Australian Cheer Union 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 Club 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;
- 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.