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| National Road Series  Host Agreement |

**AUSCYCLING LIMITED**

**[insert host name]**

**PARTIES:**

**AUSCYCLING LIMITED** (ABN 31 616 027 153) of 12/459 Little Collins Street, Melbourne, VIC 3000 (**AC**)

and

**[INSERT HOST]** (ABN [Insert ABN]) of [Insert Address] (**Host**)

RECITALS:

1. The Host owns the [INSERT THE EVENT NAME] (**Event**).
2. The Host is seeking to host a National Road Series event in [Select applicable State/Territory] and have it registered and sanctioned by AusCycling.
3. The parties have agreed to enter into this Agreement to set out the terms and conditions for the conduct of the Event.

AGREEMENT:

# MUTUAL COMMITTMENT

## Each party agrees, for the benefit of each other party, that in the performance of its obligations or exercise of its rights under this Agreement it will:

1. not be involved in any conduct or activity that may harm the name or reputation of the other party;
2. agree to comply with all applicable laws, including privacy laws, and not to do or omit to do, any act or thing that would or would be likely to cause the other party to breach any of these laws;
3. agree not to do or omit to do any act or thing, including but not limited to directly or indirectly offering or receiving a commission, inducement, gift or reward, which could in any way be perceived as an attempt to improperly or unlawfully influence any person’s actions or decisions in connection with this agreement or the delivery of the competition;
4. act ethically in the delivery, conduct and execution of the event;
5. act professionally with due skill and care;
6. not infringe the Intellectual Property Rights or other protected rights of any third party.

# Obligations

## Host Obligations

1. In consideration of the grant of the Rights, the Host must during the Term:

#### meet the delivery obligations as set out by AusCycling National Road Series Organisers guide (or other guides, and policies as set by AC);

#### comply with all delivery obligations and standards under this Agreement including the standards set out in **Schedule 2** of this Agreement;

#### comply with any requests from Sport Integrity Australia;

#### comply with any reasonable requests from AC;

#### comply with all relevant legislation, regulations, notices and directions of any government or semi-government authority in force from time to time governing the operation and conduct of the Host's business or the hosting of the Event;

#### not do anything which might cause the Event to be mistaken for, in any way passed off as, represented to be, or known or described as anything other than the Event name in clause A;

#### use its best endeavours to preserve and protect the value and validity of the Event, the Rights, the Event Imagery and any AC Logos;

#### ensure that the Key Personnel have in-depth involvement with the performance of the Host's obligations under this Agreement;

#### if there is any expectation of, or any actual cessation or reduction in one or more of the Key Personnel's in-depth involvement, promptly inform AC in writing and ensure continued performance of the Host's obligations and promptly engage one or more replacement Key Personnel, subject to approval of such person or persons by AC (such approval not to be unreasonably withheld). Where AC reasonably withholds its approval of the replacement Key Personnel, the Host must engage such other Key Personnel that are reasonably approved by AC;

#### not do, nor permit any of the Key Personnel or its officers, servants, employees, contractors, volunteers or agents to do or perform any act which prejudices or brings into disrepute AC or any of its officers, servants and agents, the Event or the sport of cycling;

#### provide all reasonably necessary support, information, materials and assistance to AC to enable it to meet its obligations under this Agreement;

#### not do or permit anything to be done which is or could be detrimental to the goodwill, name or reputation of AC, the Event or the Event Imagery;

#### use its best endeavours to maintain and promote the image and reputation of AC and the Event.

## AC Obligations

1. AC will during the Term comply with its obligations under this Agreement, including the obligations set out in **Schedule 3** of this Agreement.

# EVENT rules

## The Event must be conducted under and in accordance with the AC and UCI Technical Regulations and any other Policies of AC as they apply.

# warranties

## Host Warranties

1. The Host represents and warrants to AC that:

#### it is affiliated with AC as a club or is a registered private organiser and will remain affiliated for the duration of the Term, and will comply with AC's terms and conditions of affiliation.

## Reliance by AC

1. The Host acknowledges that AC has entered into this Agreement in reliance on the representations and warranties given by the Host.

# ownership

## AC acknowledges and agrees that:

1. title to and ownership of the Rights remains at all times vested with the Host.

# Sponsorship

## Only the Host has the right to enter into agreements for sponsorship of the Event provided:

### any proposed sponsor does not conflict with a Protected Sponsor (**Schedule 1**) and that such sponsor is not a company producing tobacco, firearms, or pornographic products, or spirits (over 15% alcohol) or a company involved in sports betting unless first approved by AC (at its sole discretion);

### In the case where J19 riders are participating no alcohol sponsorship is permitted.

# fees

## The Host must pay AC the Fees as set out in the amount and manner set out in Item 6 of Schedule 1.

# term and termination

## Commencement Date

### This Agreement will be deemed to commence on the Commencement Date, as set out in **Item 2 of Schedule 1**.

## Term

### Subject to this Agreement, the Term shall be the period from the Commencement Date until fourteen (14) days after the end of the Event.

## Termination by Agreement

### This Agreement may be terminated prior to the end of the Term only by the written consent of the parties.

## Termination by AC

### This Agreement may be terminated by AC by notice in writing to the Host:

#### if the Host breaches any term of this Agreement, and if the breach is capable of remedy, the Host fails to remedy the same within twenty-eight (28) days of being so required in writing to do so;

#### subject to law, an insolvency event (as defined by the *Corporations Act 2001 (Cth))* occurs in respect of the Host;

#### under clause 16.1(b);

#### where the Host is no longer affiliated with AC or does not become a registered private organiser with AC;

#### where the Host no longer has the capacity or Key Personnel to deliver the event;

#### in accordance with clause 10.2.

## Termination by the Host

### This Agreement may be terminated by the Host by notice in writing to AC:

#### if AC breaches any term of this Agreement, and if the breach is capable of remedy, AC fails to remedy the same within twenty-eight (28) days of being so required in writing to do so; or

#### subject to law, an insolvency event (as defined by the *Corporations Act 2001 (Cth))* occurs in respect of AC.

## Consequences of Termination

### Upon termination of this Agreement for whatever reason:

#### each party's obligations under this Agreement shall cease immediately; and

#### the Host must not from the date of termination use the name of AC in connection with its own, or any other name nor in any way hold itself out as having a continuing association with AC.

### If AC terminates this agreement under clause 8.4 and 16, AC will not be liable to the Host for any loss or damage suffered by it as a result of that termination.

# adverse affect on the Event and the parties

## Each party must:

### promptly give written notice to the other party of any notice, advice or other communication received by or on its behalf which may adversely affect the conduct or the financial viability of the Event;

### use its best endeavours to ensure that no acts or omissions are carried out or made by any person which relate to, or are otherwise associated with the Event and which may reasonably adversely affect the conduct or the financial viability of the Event; and

### notwithstanding clause 9.1 (b), if such acts or omissions referred to in that clause are being carried out or made, the parties must ensure that such acts or omissions cease as soon as reasonably practicable after it becomes aware of such acts or omissions.

# venue

## The Host will ensure the Venue is suitable to host the Event and will seek the written approval of AC;

### at least one (1) month before the start of the Event that the Venue is suitable to host the Event.

## If AC or any other relevant authority determines, in their sole discretion, that the Venue is not suitable to host the Event, AC may terminate this Agreement in accordance with this clause provided it first provides the Host with written notice setting out the reasons the Venue is not suitable. AC will work with the Host to find a suitable solution. If the Host is unable to rectify the problems (to the satisfaction of AC or the relevant authority, as the case may be) within thirty (30) days of receiving notice of such problems, AC may terminate this Agreement.

## In determining the suitability of the Venue, AC will take into account:

### safety;

### accessibility;

### risk management;

### prescribed service, amenity and delivery specifications; and

### any other matter that may affect the success or safety of the Event.

# party representative

## Each party must at all times throughout the Term have a representative who has authority to bind his or her party in relation to any matter arising out of or in connection with this Agreement.

## Each party's representative is set out in Item 4 of Schedule 1 of this Agreement or such other person as it may nominate in writing from time to time.

# CONFIDENTIALITY

## Undertaking

### Each party shall keep the terms of this Agreement confidential and will not disclose to any person, other club/host or external agency any information concerning the content of this Agreement without the prior written consent of each other party.

# GST

## Unless otherwise specified, all amounts referred to in this Agreement are exclusive of GST.

## Capitalised terms in this clause 16 have the meaning given to them in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

## If GST is payable in relation to a Taxable Supply under this Agreement, then the Supplier may increase the amount otherwise payable for the Supply under this agreement by the amount of such GST or otherwise recover from the Purchaser the amount of such GST.

# ENTIRE AGREEMENT

## This Agreement contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and, to the full extent permissible by law, supersedes all earlier agreements made by or existing between the parties with respect to its subject matter. Each party acknowledges that for the representation made by them in this clause every other party would not have executed this Agreement.

# DISPUTE RESOLUTION

## In the event of any dispute between the parties arising out of this Agreement (including but not limited to the application or interpretation of this Agreement):

### within five (5) Business Days of a party notifying the other party of the dispute, representatives of the parties must meet and use all reasonable endeavours acting in good faith to resolve the dispute by joint discussions;

### failing agreement under clause 15.1 (a), the parties must submit the dispute to mediation by a mediator as appointed by the parties. If the parties are unable to agree upon a suitable mediator within two (2) weeks of being notified of the intention to refer the dispute to mediation, a suitable mediator may be determined by the President of the Law Institute of [Select applicable State/Territory] at the request of either party; and

### no party may commence court in relation to a dispute relating to or arising out of this Agreement.

# FORCE MAJEURE

## Force Majeure

### Where a party ("**Affected Party**") is, by reason of a Force Majeure Event, unable, either wholly or in part, to carry out any obligation under this Agreement, that obligation is suspended so long as it is affected by the Force Majeure Event, provided that the Affected Party:

#### provides prompt notice of the Force Majeure Event to the other party, identifying the effect of this event on its performance of this Agreement;

#### uses all reasonable diligence to remove or minimise the effect of the Force Majeure Event as quickly as possible; and

#### consults with each other party for the purpose of agreeing on measures to remove or minimise the effect of the Force Majeure Event and performs any such agreement.

### Where the duration of the delay or failure continues for more than fourteen (14) days AC may immediately terminate this Agreement by written notice to the Host.

## Force Majeure Event

### In this clause 16, "**Force Majeure Event**" means any event or circumstance which is beyond the reasonable control of the party, including acts of God, natural disasters, epidemic, pandemic (including COVID-19), acts of war or terrorism, riots or strikes, outside that party's organisation, or any other cause, impediment or circumstance which is beyond the control of the Affected Party and which the Affected Party could not take reasonable measures to prevent.

# AMENDMENT

## This Agreement may only be varied, modified, amended or added to in writing if agreed by the parties.

# ASSIGNMENT

## The rights and obligations of each party under this Agreement are personal. Subject to this Agreement, they cannot be assigned, charged or otherwise dealt with, and no party shall attempt or purport to do so without the prior written consent of all the parties.

# GOVERNING LAW

## This Agreement is governed by the laws of [Select applicable State/Territory]. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction in that State.

## The parties each consent to the other party signing this Agreement electronically.

**EXECUTED as an agreement:**

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| **SIGNED** for and on behalf of **AUSCYCLING LIMITED** by  as its authorised representative in the presence of: | )  ) |  |
|  |  |  |
| Or type signature |  | Or type signature |
| Signature of witness |  | Signature of authorised representative |
| Insert Name |  | Insert Name |
| Name of witness (please print) |  | Name of authorised representative (please print) |

|  |  |  |
| --- | --- | --- |
| **SIGNED** for and on behalf of **[INSERT HOST]** by  as its authorised representative in the presence of: | )  ) |  |
|  |  |  |
| Or type signature |  | Or type signature |
| Signature of witness |  | Signature of authorised representative |
| Insert Name |  | Insert Name |
| Name of witness (please print) |  | Name of authorised representative (please print) |

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| **Item 1:** | **Term** | The conduct of One (1) event only as per event period below. |
| **Item 2:** | **Commencement Date** | AC to enter upon execution of Agreement. |
| **Item 3:** | **Event Period** | AC to enter upon execution of Agreement. |
| **Item 4:** | **Representatives** | Host:  Name: Host to Insert Name  Email: Host to Insert Email  Contact Number: Host to Insert Contact Number |
|  |  | AC:  Name: Adam Power  Email: adam.power@auscycling.org.au  Contact Number: (03) 9099 0638 |
| **Item 5:** | **Key Personnel** | Host:  Name: Host to Insert Name  Email: Host to Insert Email  Contact Number: Host to Insert Contact Number |
|  |  | AC:  Name: AC to insert upon execution of Agreement  Email: AC to insert upon execution of Agreement  Contact Number: AC to insert upon execution of Agreement |
| **Item 6:** | **Fees** | AC to insert upon execution of Agreement |
| **Item 7:** | **AC / NRS Logo** | Logo, company name  Description automatically generated |
| **Item 8:** | **Event Logo** |  |
| **Item 9:** | **Protected Sponsors** | AC to insert upon execution of Agreement |

In relation to the Event conducted during the Term the Host must at its own expense unless otherwise stated, provide or undertake each of the following to the standard reasonably required by AC.

Eligibility

* 1. The Host must be willing and able to generate the resources required to present the Event at the level required for inclusion in the NRS, in compliance with AC's financial regulations, Technical Regulations and race infrastructure obligations.
  2. The Host must acknowledge, agree and accept AC's Licence conditions as follows:
     1. To be eligible to host the Event the Host must be a member of AC, or in the case of an entity or company, at least one of the principals of that entity must be a member of AC.
     2. In conducting the Event, the Host must comply with the AC Constitution, Policies and Regulations that govern the conduct of cycle racing.
     3. The Host must comply with the AC Anti-Doping Policy The Host must fully cooperate with AC, Sport Integrity Australia (**SIA**) or other accredited authority in the application of these policies
     4. The Event shall be conducted under the direction of an accredited Commissaire(s) appointed by AC.
     5. The Host must be aware of and undertake to fulfil their responsibility for duty of care and risk management in the course of conducting the Event. Every effort must be made at all times to ensure the safety of competitors, officials and patrons.
     6. The Host's conduct of the Event is subject to Host's submission of a full risk management plan in accordance with this Agreement. A Certificate of Currency will only be issued by AC for the Event subject to the Host's compliance with this condition. The AC insurance underwriter reserves the right to reject acceptance of risk for the Event.
     7. AC reserves the right to terminate this Agreement in accordance with its terms.

Event Delivery

* 1. The Event must comply with AC's:
     1. NRS Standards; and
     2. Technical Regulations;

The Event must comply with all risk management protocols, traffic management plans and other regulatory requirements as enforced by the Police, State Road and Transport Authorities, local government or any other authority.

Entry

* 1. Where the Event is a ranked event, entries must be limited to:
     1. UCI Continental Teams;
     2. International Teams;
     3. Australian NRS registered teams and State/Territory Institute of Sport teams that are registered with AC; and
     4. local wild-card regional teams that are registered or approved by AC.

Anti-Doping

* 1. Support and abide by the objectives of the AC Anti-Doping Policy (**Policy**) and fully cooperate with any official of Sport Integrity Australia or other authorised testing agency, in order to properly and expediently implement the Policy.

Officials

* 1. The Host will utilise AC Appointed officials.
  2. The Host must liaise with the AC to recruit additional officials and experienced volunteers for the Event. Wherever reasonably possible, AC-accredited officials and volunteers must be used.
  3. The Host must support Event volunteers and officials, including providing suitable accommodation, meals and paying a daily per diem.

Infrastructure

* 1. The Host must provide the following:

### start/finish infrastructure, including barricades, finish line arch, stage truck, timing tent, administration facility for race management and officials, athlete services including toilets, PA system;

### traffic management;

### Police liaison;

### motor vehicles, including cars for Commissaires, the race doctor, race director, media.

### motor bikes (as required) for photo or broadcast purposes;

### signage, including race signage and public notices in accordance with the approved traffic plan;

### media facilities;

### anti-doping facilities, including complying with any lawful direction of the Sport Integrity Australia, where directed;

### bottled water; and

### an accreditation system to enable definition of field-of-play space from general public areas.

Financial

* 1. The Host is responsible for all costs associated with the conduct of the Event except those which are the responsibility of AC as set out in **Schedule 3** of this Agreement.
  2. The Host will retain and will be responsible for all profit and losses incurred through the conduct of the Event.
  3. For the avoidance of doubt, the Host will be entitled to all income received in relation to the Event from:
     1. competitor and team entry fees;
     2. sponsors of the Event (provided such sponsors are first approved by AC in accordance with clause 6.1 and not sponsors secured by AC);
     3. admission charges for entry to the Venue by patrons (if applicable);
     4. any profit derived from catering;
     5. any profit derived from merchandising (with such merchandise products requiring AC's approval prior to manufacture);
     6. advertising within the *Event Program*;
     7. government grants specifically related to the Event; and
     8. other fundraising activities appropriate and relevant to the Event (with prior approval of AC).
  4. The Host will be liable to reimburse AC's expenses in the amount of $2,200 in circumstances where the Host withdraws from hosting the Event, payable to AC within ten (10) business days of the Host withdrawing. The parties acknowledge and agree that the reimbursement payable under this item is intended to compensate AC for losses suffered as a result of the withdrawal of the Host from its commitment to host the Event and AC losses for reappointment of the agreed Event.

Marketing and Promotion

* 1. The Host agrees to:
     1. ensure maximum local media exposure in coordination with AC and AC media including AC media national coverage provision;
     2. capitalise on all opportunities to attract corporate and government support;
     3. present the Event in a professional manner in order to achieve the objectives of the Event; and
     4. provide the appropriate acknowledgement of sponsors and supporters through signage, advertising, public address announcements and hospitality as stipulated in the NRS marketing, rights and branding guideline documents.
     5. Provide two rooms per night for TV/Live Stream production.
     6. Provide one room per night for media management by AC.
  2. The Host will be responsible for payment to AusCycling for payment of AC for NRS live results/timing operations.
  3. The organiser must also provide:
     1. workspace facilities for media and AC appointed staff, including surge protected power supply and internet access as required;
     2. appoint an official photographer to enable access to photographs by industry magazines, AC media and general media and subsequent use of photographs by the Host and AC (at no cost) for promotional purposes.

Miscellaneous

* 1. Provide AC with a report on all aspects of the conduct and operation of the Event within twenty-eight (28) days after the expiration of the Event Period (Report) including an event Profit and Loss statement. On receipt of the Report, AC and the Host may convene a meeting to review the conduct of the Event, which will be held in a frank and open manner. The outcomes of the Report will be incorporated in the planning of the following year's Event.
  2. Under instruction and direction from, and in collaboration with AC, develop a AC approved signage plan for the Event. The following will be prioritised for signage placement:
     1. Protected Sponsors and any other AC sponsors at the date of the Event;
     2. AC principal funding partners and other AC non-conflicting sponsors; and
     3. Event-specific branding.

In relation to the Event conducted during the Term, AC must use its reasonable endeavours to provide or undertake each of the following.

* 1. Oversee the general conduct of the Event, including:
     1. set and provide the NRS event schedule;
     2. supply all 'Series Leader Jerseys' for event presentations;
     3. appointment of Commissaires;
     4. appointment of a results management supplier;
     5. approve all sponsors, signage, advertising and the event program;
     6. assist with AC management of national media coverage;
     7. approve the placement of all signage and advertising include the arrangement of activation signage;
     8. conveying information about the Event to all AC members.
  2. Monitor and ensure that the Host conducts the Event within the rules and regulations of AC, including that the Host appoints the required number of Commissaires to officiate at the Event in addition to the AC appointed Commissaires (who must be accredited through AC or Union Cycliste Internationale).
  3. Provide the Host with the following:
     1. exposure in relation to the Event on the AC website and media database for the distribution of results of the Event;
     2. promotion of the Event within the AC constituency;
     3. creation and maintenance of 'official' Event webpage (at AC's expense); and
     4. insurance for the Event under AC member insurance policies inclusive of $20,000,000 public liability coverage.