



Gymnastics NSW ('GNSW')

MEMBERSHIP POLICY

POLICY NAME:	Gymnastics NSW Membership Policy
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POLICY COVERAGE:	All
DATE OF REVIEW:	December each year
CONTROLLING BODY:	Board

1. INTRODUCTION

The Association has a number of different categories of membership. This policy lists the membership requirements, registration process, and eligibility requirements to gain membership in each category of membership and the benefits of membership for each category once a member.

2. STATEMENT OF PRINCIPLE

Gymnastics NSW is committed to providing services and benefits to members which are relevant, fair and consistent with the objectives of the Association Constitution.

3. SCOPE

This policy sets out the membership requirements pursuant to clause 6.1 of the Constitution.

4. RELATED DOCUMENTS

Related documents include:

- Gymnastics NSW Constitution;
- Privacy Policy, which governs the collection and use of personal information;
- Discipline Policy, which sets out procedures for disciplinary action of members;
- Finance Policy, which includes provision for the termination of membership or the refusal to affiliate an entity;
- Member Protection Policy, which sets out rules to ensure that all members may participate free from harassment;
- Awards Policy, which sets out the criteria for Life Membership;

- Gymnastics Australia transfer policy, which sets out the rules for the transfer of members from one Affiliate Member to another

This list is not exhaustive and members should consult the Gymnastics NSW website or contact the Association office for other relevant information.

5. MEMBERSHIP CATEGORIES

PART A FOUNDATION MEMBERS

PART B LIFE MEMBERS

PART C HONORARY MEMBERS

PART D AFFILIATE MEMBERS

- CLUB MEMBER
- PROVIDER ACCREDITED MEMBER

PART E FINANCIAL MEMBER

- PARTICIPANT MEMBERS
- TECHNICAL MEMBERS
- OFFICIALS

PART F USERS

- PROVIDER USER
- CASUAL USER

6. MORE THAN ONE CATEGORY OF MEMBER

A member may be more than one membership category provided they are eligible, registered appropriately and comply with relevant membership category requirements.

7. ADMISSION OF MEMBERS

7.1 Only upon meeting the criteria applicable to the relevant category of membership and provided the natural person and/or legal entity has signed an application in which they undertake to:

- a) be bound by these Rules, the Statutes and Regulations and By-Laws and Policies;
- b) pay the fees and subscriptions determined to apply to the Member; and
- c) support the Association in the encouragement and promotion of its Objects,

shall the person and/or legal entity be eligible for acceptance by the Board as a Member.

7.2 If a natural person and/or legal entity is eligible for membership and is accepted by the Board as a Member, the Board will direct the Public Officer to record the Member's name in the Register of Members kept by the Association.

7.3 Membership of the Association is at the discretion of the Board.

8. CESSATION OF MEMBERSHIP

A Member shall cease to be a Member of the Association if:

- a) the Member dies, or
- b) the Member becomes bankrupt, or
- c) the Member becomes insolvent or is under administration within the meaning of the Corporations Law, or
- d) the Member at any time by giving notice of not less than one month in writing to the Association resigns its membership, or
- e) their membership is terminated according to the Constitution and/or the Regulations, or
- f) the Board determines that Member has committed Gross Misconduct, or
- g) the Member becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, or
- h) the Member no longer meets the requirements of membership according to clause 6 of this Policy, or
- i) in the instance of a Participant Member only, the Participant Member's membership will cease if the Affiliate Member, through which the Participant Member became a Member of the Association, is no longer a Member of the Association, or
- j) the Member fails to renew its membership with the Association for the following year as at the end of the Association's financial year.

9. ATHLETE TRANSFER

In the event that a Financial – Participant Member, transfers from one Affiliate Member – Club Member to another Affiliate Member - Club Member, the transfer is governed by the Gymnastics Australia Athlete Transfer Policy (GA Policy). Decisions by GNSW pursuant to the GA Policy shall be subject to the following guidelines:

9.1 Reasonableness Test

GNSW shall always consider whether the strict application of the GA Policy would lead to a determination that is reasonable. This reasonableness test shall be considered when determining:

- a) Whether notice of club rules has been adequate
- b) Whether there has been adequate acceptance of, and agreement to be bound by, the club rules
- c) Whether there has been any consideration, or rather exchange for what has been promised, that has arisen following acceptance of the club rules
- d) Whether the parties intended to enter a legally binding contract
- e) Whether, under the circumstances, agreement by a minor shall be binding upon a parent/guardian
- f) Whether the club rules are clear and unambiguous
- g) Whether exit fees were retrospectively applied to transfer applications
- h) Whether the exit fee is excessive and therefore unenforceable

9.2 Unconscionable Conduct

If during its investigation into a Transfer, GNSW becomes aware that:

- a) It has been deliberately or recklessly misled, and/or
- b) Exit fees were applied after notice of proposed transfer

GNSW shall make its determination without consideration of the information from the party who deliberately or recklessly misled. GNSW may also refer such conduct to be dealt with under the Discipline Policy.

9.3 Enforceable at Law

Nothing in this clause 9, prevents, or is intended to prevent, an Affiliate Member – Club Member from being able to exercise its right to seek debts they believe to be due and owing. This clause 9 applies only to GNSW's determination whether to approve or disapprove an application for transfer under the GA Policy.

10. NO CLAIM AGAINST THE ASSOCIATION

No Member whose membership ceases for any reason will have any claim against the Association or the members of the Board for damages or otherwise arising from cessation or termination of membership, for whatever reason.

11. LIMITED LIABILITY

Member's liability is limited to the amount of money due and payable by the Member to the Association at the time of the dissolution of the Association.

12. NON-ASSIGNABILITY

Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and/or legal entity and any attempt to do so shall be void.

13. INSURANCE

Any insurance provided under a particular membership category shall be void if incorrect details are provided to Gymnastics NSW or if the membership requirements are not satisfied.

14. POLICY PROMOTION

This policy shall be made available to all members via the Gymnastics NSW website at www.gymnsw.org.au

15. REVIEW

This policy shall be reviewed by the Board in December each year.

16. ADDITIONS OR AMENDMENTS

In addition to the annual review of this policy recommended changes to the policy may be submitted to the Board for consideration, at any time. If the amendments are approved by the Board, the policy shall be updated, dated and circulated to all relevant stakeholders.

17. DEFINITIONS

Association	means, Gymnastics NSW, as defined in the Constitution
Board	means, the Board of the Association as defined in the Constitution
Constitution	means, the Constitution of Gymnastics NSW
Event	means, any event or activity organised by the Association including but not limited to Gymsport competitions, sanctioned competitions, state team tours, workshops, camps, clinics, courses, meetings, open forums or any other activity controlled by the Association except Gymnastics Australia events.

Gross Misconduct	An objectionable action that is willful, cannot be described as a mistake or an act of negligence, and is inconsistent with the continuation of membership.
Gymsports	means, Gymsports as defined in the Constitution
Personal Training	means, fitness training specifically and for the sole purpose of participation in another sport at a high performance level
Region	means, a Region of the Association as defined in the Constitution
Registration	means the process of gaining membership. The process of Registration is different depending upon the category of membership
Regulations	means, Regulations as defined in the Constitution
Related Entity	to be defined.

PART A FOUNDATION MEMBERS

The membership requirements and benefits of membership for Foundation Members are in accordance with clause 6.1.1 of the Association Constitution.

Those persons who were duly registered Members of the Association as at 9 October 1948, and who shall be entitled to nominate for any office and to take benefit of all privileges of the Association, including the right to vote at a General Meeting or Committee General Meeting, without payment of fees.

PART B LIFE MEMBERS

The membership requirements and benefits of membership for Life Members are in accordance with clause 6.1.2 of the Association Constitution.

The criteria for assessment of Life Membership nominations shall be included in the Gymnastics NSW Awards Policy.

The nomination procedure for Life Membership applications and appointments shall be determined by the Board. The Board shall form a Life Membership Nomination Committee comprising all willing and competent Life Members who shall at first instance review all nominations for Life Membership. Recommendations for Life Membership shall be made by the Life Membership Nomination Committee to the Board who shall support, or refuse to support said recommendations. Supported recommendations shall be put to the Annual General Meeting for ratification each year.

PART C HONORARY MEMBERS

The membership requirements and benefits of membership for Honorary Members are in accordance with clause 6.1.3 of the Association Constitution.

Those persons providing significant or specialised service in the promotion and advancement of Gymsports shall, by the decision of the Board, be elected as Honorary Members of the Association for a period of one year and shall be entitled to take benefit of all privileges of the Association other than the right to vote or nominate for any office without payment of fees.

Honorary Members shall include;

- a) all full time and part time employees of the Association,
- b) the Association Patron, honorary legal representative, honorary auditor, and
- c) any other person or category of persons considered by the Board to provide significant or specialised service in the promotion and advancement of the Gymsports and/or Association.

PART D AFFILIATE MEMBERS – CLUB MEMBER

1. Definition

An Affiliate Member - Club Member ('Club Member') is a legal entity that Registers with the Association under the rules in this Part D.

2. Registration

Subject to;

- a) the payment of the prescribed fee,
- b) the completion of the Club Member application or renewal form,
- c) the submission of the Club Member application or renewal form with payment to the Association,
- d) the Registration of all Participant Members pursuant to Part E,
- e) the satisfaction of all membership requirements,
- f) the proposed Club Member having a fully accredited coach Technical Member in each Gymsport the club proposes to offer,
- g) there being no outstanding money owed to the Association, and
- h) acceptance by the Board,

membership of the Association as an Club Member shall be granted.

3. Time of Affiliation

The 'time of affiliation' shall be the time when the Club Members application for membership or renewal of membership satisfies all Registration requirements and the membership is accepted by the Board.

4. Required Fees

The Club Member membership fee shall be determined by the Board in its absolute discretion each year. The fee shall include additional fees for Registration in each Gymsport. The additional fees shall be determined by the Board in its absolute discretion each year.

5. Benefits

The member benefits to Club Members shall be determined by the Board each year and shall at a minimum include;

- a) permission to enter Financial Member - Participant Members into Events subject to relevant Gymsport rules and the Event Policy,
- b) permission to enter Financial Member - Technical Members into education courses, workshops and activities,
- c) free access to 'Club 10' and associated policy and procedure templates,
- d) free access to the Association risk management program,
- e) free access to Gymsport rules,
- f) free access to relevant development initiatives,
- g) access to the National Insurance Program public liability insurance, as determined by the Board,
- h) access to the Association 'PPCA' and 'APRA' discounted rates, and
- i) access to any other benefits determined by the Board from time to time.

Club Members shall;

- a) have the right to vote at the Annual General Meeting of the Association, and any Special General Meeting of the Association,
- b) have the right to vote at the relevant Gymsport Annual General Meeting or Special General Meeting if they Register with the Gymsport at the time of Affiliation,
- c) have the right to vote at the relevant Annual General Meeting or Special General Meeting of a Region if the Board determines that the Club Member falls within the Region boundary.

6. Eligibility Requirements

Club Members must comply with the Registration requirements in Part D clause 2 of this policy to be eligible for membership as a Club Member and must comply with the Requirements in Part D clause 7 of this policy to be eligible to remain a Club Member for the duration of the membership period.

7. Requirements

Club Members shall:

- a) at all times comply with the Association Constitution and the Regulations, conduct themselves in a manner consistent with the codes of conduct, and while attending and/or participating in an Event follow any lawful and reasonable instructions of the Association,

- b) at all times register all Financial Member - Participant Members with the Association in accordance with Part E of this policy,
- c) at all times have at least one appropriately qualified Financial Member - Technical Member registered to each Gymsport that the Club Member conducts,
- d) at all times have a current appropriately qualified Financial member - Technical Member in each Gymsport conducted by the Club Member present while the Club Member conducts classes in that Gymsport,
- e) at all times have an appropriately qualified 'Member Protection Information Officer', and
- f) at all times comply with the 'Affiliation Requirements' as stated in this policy and on the affiliation application/renewal form.

8. Related Entities

The Board in its absolute discretion may refuse an application to affiliate, or may terminate a Affiliate - Club Members membership, if in the opinion of the Board the member, or a person, party or legal entity in any way attached to the member has:

- a) a connection, association and/or relationship with a separate legal entity which operates a Gymsport or Gymsports programs and/or delivers or provides activities similar to a Gymsport, and/or a reasonable person would consider it to be a Gymsport andr does not apply to become an Affiliate - Club member of the Association; and/or
- b) acted in a manner that is inconsistent with the objects of the Constitution; and/or
- c) had their membership suspended previously and the full term of the suspension period has not expired.

9. Membership Period

Once granted membership by the Board an Affiliate - Club Member continues to be a member until the 31 December of that year that they became a member unless the membership is terminated before the 31 December in accordance with the Association Constitution and/or Regulations.

PART D AFFILIATE MEMBER - PROVIDER ACCREDITED MEMBER

1. Definition

An Affiliate Member - Provider Accredited Member ('Provider Accredited Member') is a natural person or legal entity that Registers with the Association under the rules in this Part G of this policy and shall include;

- a) natural persons or legal entities providing classes to school students as a part of organised school class/s.

2. Registration

Subject to;

- a) paying the prescribed fee to the Association,
- b) completion of the Provider Accredited Member application or renewal form which requires the provision of their full name or business registration name and ABN, as appropriate, personal and business address, date of birth (natural persons only), email address and any other contact details required by the Board,
- c) submission of the form outlined in clause 2)b)with full payment to the Association,
- d) Registration of all Provider Users pursuant to Part F of this policy,
- e) satisfaction of any other membership requirements, and
- f) acceptance by the Board,

membership of the Association as a Provider Accredited Member shall be granted.

3. Required Fees

The Provider Accredited Member membership fee shall be determined by the Board in its absolute discretion each year.

4. Benefits

Provider Accredited Members shall be entitled to receive the benefits prescribed to apply to Provider Accredited Members under the 'Quality Assured School Providers program'.

Provider Accredited Members are entitled to vote at the Annual General Meeting of the Association, any Special General Meeting of the Association, or the Annual General Meeting or Special General Meeting of a Gymsport or Region by a duly appointed Delegate.

5. Eligibility Requirements

Provider Accredited Members shall comply with the Registration requirements in clause 2 of Part D of this policy to be eligible for membership as a Provider Accredited Member and shall comply with the Requirements in Part D clause 6 of this policy to remain a Provider Accredited Member for the duration of the membership period.

6. Requirements

Provider Accredited Members must at all times comply with the Association Constitution and the Regulations, conduct themselves in a manner consistent with the codes of conduct, and while attending and/or participating in an Event follow any lawful and reasonable instructions of the Association.

Provider Accredited Members providing services to schools shall at all times comply with the terms and conditions of the Associations 'Quality Assured School Providers Program'.

7. Membership Period

Subject to Part D clause 2 of this policy, membership of the Association shall be granted. Once granted membership a Provider Accredited Member continues to be a member until the 31 December of the year that they became a member unless the membership is terminated in accordance with the Associations Constitution and/or Regulations.

PART E FINANCIAL MEMBER - PARTICIPANT MEMBER

1. Definition

A Financial Member - Participant Member ('Participant Member') is a natural person that participates in a Gymsport or Gymsports with an Affiliate Member – Club Member ('Club Member') and is not deemed by the Board to be a Casual User or Provider User.

2. Registration

Club Members shall Register all Participant Members with the Association that have attended and participated in at least four classes in any one calendar year with the respective Club Member.

Club Members shall Register all Participant Members with the Association by paying the required Participant Member membership fee and by recording, either on the iMIS database or on the Association membership form, the persons full name, date of birth, residential address, telephone number and email address (if they have one).

3. Benefits

Participant Members are entitled to access all of the benefits of the Association except the right to vote at an Annual General Meeting unless they are over eighteen years of age and appointed by a Club Member to be the Club Members delegate or proxy or also a Life Member or Foundation Member.

The member benefits to Participant Members shall be determined by the Board each year and shall at a minimum include;

- a) personal accident insurance cover to a level determined by the Board,
- b) participation in events in accordance with the Events Policy and Gymsport regulations,
- c) free spectator entry to Events,
- d) the opportunity to represent the Association on State Teams in accordance with Gymsport rules and regulations,
- e) promotional material from time to time, and
- f) any other benefit determined by the Board from time to time.

4. Membership Fee

The membership fee for Participant Members shall be determined by the Board in its absolute discretion each year.

5. Transfers

Participant Members shall be entitled to transfer their membership from one Club Member to another Club Member in accordance with the Gymnastics Australia Transfer Policy.

If a Participant Member is a member of a club that is no longer a Club Member, the Participant Member shall be able to transfer to any other Club Member and the Participant Member's membership shall remain current until the 31 December of that year. The Participant Members membership will cease if they remain an active member of a club that is not, or no longer, an Affiliate - Club Member of the Association.

6. Membership Period

Once granted membership a Participant Member continues to be a member until the 31 December of the year that they became a member unless the membership is terminated before 31 December in accordance with the Associations Constitution and/or Regulations.

7. Membership Requirements

Participant Members shall at all times comply with the Associations Constitution and/or the Regulations, conduct themselves in a manner consistent with the codes of conduct, and while attending and/or participating in an Event shall follow any lawful and reasonable instruction of officers of the Association.

PART E FINANCIAL MEMBER - TECHNICAL MEMBER

1. Definition

A Financial Member - Technical Member ('Technical Member') is a natural person that Registers with the Association under the rules in this Part E of this policy and shall include all accredited judges and coaches.

2. Registration

Subject to;

- a) paying the prescribed Association and Gymnastics Australia Technical Member membership Fee,
- b) completion of the Technical Member application or renewal form which includes the provision of their full name, address, date of birth, email address (if they have one) and any other contact details required by the Board,
- c) submission of the form referred to in clause 2)b) with payment as required by the Technical Member application or renewal form,
- d) satisfaction of any other membership requirements, including but not limited to any updating requirements, required by either the Association and/or Gymnastics Australia, and
- e) acceptance by the Board,

membership of the Association as a Technical Member shall be granted.

3. Membership Benefits

The member benefits to Technical Members shall be determined by the Board and Gymnastics Australia each year. Technical Members shall receive;

- a) professional indemnity insurance to a level determined by the Board,
- b) access to the Associations Coaches Congress and other workshops and clinics provided by the Association,
- c) permission to coach or judge at an Event provided they hold the appropriate level of accreditation,
- d) permission to coach on the floor at Gymnastics Australia events subject to Gymnastics Australia rules and regulations and Gymsport rules and regulations.

Technical Members are not eligible to vote at the Annual General Meeting of the Association, any Special General Meeting of the Association, or the Annual General Meeting or Special

General Meeting of a Gymsport or Region unless they are over eighteen years of age and they are nominated as the delegate or proxy by an Club Member to vote on behalf of the Club Member in accordance with the Constitution and/or Committees policy as appropriate, or they are a Life Member or Foundation Member.

4. Fees

The Technical Membership fee shall be determined by the Board in its absolute discretion each year and shall include a fee which is determined by Gymnastics Australia and a fee which is determined by the Association Board.

5. Eligibility

Technical Members shall comply with the Registration requirements in clause 2 of this policy to be eligible for membership as a Technical Member and shall comply with the Requirements in clause 6 of this policy to remain a Technical Member for the duration of the membership period.

6. Requirements

Technical Members must at all times comply with the Associations Constitution and/or the Regulations, conduct themselves in a manner consistent with the codes of conduct, and while attending and/or participating in an Event follow any lawful and reasonable instructions of the officials of the Association.

7. Membership Period

Subject to clause 2 of this policy, membership of the Association shall be granted. Once granted membership a Technical Member continues to be a member until the 31 December of the year that they became a member unless the membership is terminated in accordance with the Associations Constitution and/or Regulations.

PART E FINANCIAL MEMBER - OFFICIALS

1. Definition

A Financial Member - Official ('Official') is a natural person that Registers with the Association under the rules in this Part E of this policy and shall include all trainee coaches and judges not yet accredited as a Financial Member – Technical Member, and any club volunteers that are not a Financial Member – Participant Member or a Financial Member – Technical Member.

2. Registration

Subject to;

- a) paying the prescribed Association Officials membership Fee,
- b) completion of the Official application or renewal form which includes the provision of their full name, address, date of birth, email address (if they have one) and any other contact details required by the Board,
- c) submission of the form referred to in clause 2)b) with payment as required by the Officials application or renewal form,
- d) acceptance by the Board,

membership of the Association as an Official shall be granted.

3. Membership Benefits

The member benefits to Officials shall be determined by the Board each year. Officials shall receive;

- a) Personal accident insurance to a level determined by the Board,
- b) access to the Association Coaches Congress and other workshops and clinics provided by the Association from time to time,
- c) subject to the approval by the Sport and Events Manager, permission to coach or judge on the floor at an Event.

Officials are not eligible to vote at the Annual General Meeting of the Association, any Special General Meeting of the Association, or the Annual General Meeting or Special General Meeting of a Gymsport or Region unless they are over eighteen years of age and they are nominated as the delegate or proxy by a Club Member to vote on behalf of the Club Member in accordance with the Constitution and/or Committees policy as appropriate, or unless they are also a Life Member or Foundation Member.

4. Fees

The Officials fee shall be determined by the Board in its absolute discretion each year.

5. Eligibility

Officials shall comply with the Registration requirements in clause 2 of this policy to be eligible for membership as Official and shall comply with the Requirements in clause 6 of this policy to remain an Official for the duration of the membership period.

6. Requirements

Officials must at all times comply with the Associations Constitution and/or the Regulations, conduct themselves in a manner consistent with the codes of conduct, and while attending and/or participating in an Event follow any lawful and reasonable instructions of officers of the Association.

7. Membership Period

Subject to clause 2 of this policy, membership of the Association shall be granted. Once granted membership an Officials continues to be a member until the 31 December of the year that they became a member unless the membership is terminated in accordance with the Associations Constitution and/or Regulations.

PART F USER - PROVIDER USERS

1. Definition

A User - Provider User ('Provider User') is an individual that participates in a Gymsport or Gymsports with a Provider Accredited Member and is not a Participant or a Casual User. Provider Users shall include natural persons participating in a Gymsport or Gymsports during a school physical education class.

2. Registration

Provider Accredited Members shall Register all Provider Users with the Association by disclosing, at the time of applying for membership, the total number of Provider Users that have participated in the Gymsports in the calendar year to the 31 December in the calendar year immediately previous to the year of affiliation.

(For example: it is a requirement of membership for Provider Accredited Members to disclose the number of Provider Users in 2011 to become a Provider User in 2012).

Provider Accredited Members are not required to disclose any details other than the number of Provider Users. To be clear, the provision of names, date of birth and address of Provider Users by an Provider Accredited Member to the Association is not a requirement of Registration for Provider Users.

3. Benefits

Provider Users shall receive an indirect benefit through an increased ability of the Association to report the number of natural persons participating in the Gymsports. Improved data collection may increase the Association's ability to support future grant applications to the Australian Sports Commission and/or the NSW Department of Sport and Recreation.

4. Period

The Provider User period is on an annual basis that expires on the 31 December in each year.

5. Fee

There is no Association fee for Provider Users to be a Provider User.

PART F USER - CASUAL USER

1. Definition

A User - Casual User ('Casual User') is an individual that participates in a Gymsport or Gymsports with a Affiliate - Club Member that is determined by the Board to not be a Participant Member or a Provider User. This includes a;

- a) person attending a birthday party hosted by an Club Member
- b) person attending a camp, clinic and/or Gymsport class less than four times in a calendar year with an Affiliate - Club Member
- c) person that participates in exercise of a gymnastics nature that receives Personal Training with an Affiliate - Club Member, and/or
- d) person attending a school Gymsport competition that is not organised and/or sanctioned by the Association.

2. Registration

Club Members shall Register all Casual Users with the Association by disclosing, at the time of Affiliation, the total number of Casual Users that have participated in a Gymsport in the calendar year to the 31 December in the calendar year immediately previous to the year of affiliation.

(For example: it is a requirement of membership for Club Members to disclose the number of Casual Users in 2011 for membership in 2012).

Club Members are not required to disclose any details other than the number of Casual Users. To be clear, the provision of names, date of birth and address of Casual Users by a Club Member to the Association is not a requirement of Registration for Casual Users.

3. Benefits

Casual Users shall receive an indirect benefit through an increased ability of the Association to report the number of natural persons participating in the Gymsports. Improved data collection may increase the Association's ability to support future grant applications to the Australian Sports Commission and/or the NSW Department of Sport and Recreation.

4. Period

The Casual User period is on an annual basis that expires on the 31 December in each year.

5. Fee

There is no Association fee for Casual Users to be a Casual User.