

TERMS AND CONDITIONS

FOR CLUBS/ORGANISATIONS PARTICIPATING IN SPORTING SCHOOLS PROGRAM (2025)

Definitions:

- A. Branding Guidelines means the guidelines published by GA and amended from time to time regarding the use of the Launchpad Program logo.
 - b) Club/organisation means the gymnastics provider that is a party to these Program Conditions.
 - c) GA means Gymnastics Australia Limited (ACN 125 115 424).
 - d) LaunchPad IP means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment, programs, manuals, knowhow, images (including photographs, television, videos or films) or service marks (whether registered or registrable) relating to the conduct or operation of the LaunchPad Program, including the three sequential programs that comprise the LaunchPad Program, as amended by GA from time to time and includes the Trademarks.
 - e) LaunchPad Program means the pathway program created and owned by GA for children wishing to participate in Gymnastics and includes Gymnastics (GymFun and GymSkills), Aerobics (AeroFun and AeroSkills) and FreeG (Kids and Starter) programs.
 - f) Program Conditions mean these terms and conditions.
 - g) Sporting Schools Program means the school-based participation program developed by Sport Australia and available to all Australian primary schools and selected secondary schools.
 - h) State Association means the governing body for the sport of gymnastics in the relevant State or Territory where the club/organisation is located.
 - i) Term means the period set out in paragraph.
 - j) Sporting Schools program fee means \$180 + GST payable by schools for each program during 1st January – 31st December 2025 period.
2. Trademarks mean the following trademarks registered by GA in relation to the Sporting Schools Program: 1470411 (class 41) 1470412 (class 41) 1470413 (class 41) 2. These Program Conditions will be effective and bind the club/organisation for the period beginning 1 January 2025 and ending 31 December 2025.
 3. GA warrants that it has the exclusive right to use and sub-licence the use of the GA IP.
 4. In consideration of the club/organisation complying with its obligations under these Program Conditions, GA grants to the club/organisation for the Term the right to:
 - a) Appear on the Gymnastics Australia website as a GA- approved provider for the sport of gymnastics;
 - b) conduct the Sporting Schools Program as a GA-approved provider;
 - c) use the GA IP in connection with the conduct of the GA Program in the Sporting Schools Program, in accordance with these Program Conditions and any other direction or requirement of GA or the State Association.
 5. Nothing in these Program Conditions shall confer upon the club/organisation any right to trade under any name included in the GA IP or any right to apply for the registration or reservation of any such name.

6. In consideration of the rights granted under these Program Conditions the club/organisation must:
 - a) be registered as a current member of the State Association;
 - b) have paid any relevant annual membership subscription to the State Association by the date required by the State Association.
7. The rights granted under these Program Conditions are personal to the club/organisation and the club/organisation must not sub-licence any rights granted under these Program Conditions.
8. The club/organisation must:
 - a) only engage coaches, either as employees of the club/organisation or as independent contractors, to conduct the Sporting Schools Program who:
 - i) hold current, official GA coaching accreditation at a minimum 'Fundamental Gymnastics Coach' or 'Intermediate Coach' Accreditation level. A coach holding 'Beginner Coach' Accreditation may also be engaged by the club/organisation to conduct the GA Program under the Sporting Schools Program where they are under the direct supervision at all times of a coach holding either 'Fundamental Gymnastics Coach' Accreditation or 'Intermediate Coach' Accreditation as a minimum, and successfully completed the GA Supervisor course
 - ii) where over the age of 18 at the time of the Sporting Schools Program conducted under the Sporting Schools Program, hold a current working with children check or equivalent as provided for by relevant legislation in the applicable State or Territory;
 - b) comply with its record keeping and reporting requirements under paragraph 15
 - c) agree to and at all times comply with the terms and conditions for registration and use of the Sporting Schools program
 - d) only deliver GA National Programs in the Sporting Schools Program in accordance with these Program Conditions.
9. Where conducting a GA National Program under these Program Conditions, the club/organisation must:
 - a) only deliver GA Programs in accordance with GA-approved materials made available to the club/organisation under paragraph 12;
 - b) deliver GA National Programs in accordance with a philosophy that promotes 'fundamental movement' through fun, fitness, friendship, and fundamentals.
10. Where the club/organisation reaches an agreement with a school to conduct a GA LaunchPad Program under the Sporting Schools Program, it must ensure the correct details are in the Sporting Schools portal, including the coach/s that deliver the program, once the program is confirmed. Details include:
 - a) the name and contact details of the school, including the address;
 - b) the number of participants expected to take part;
 - c) the start date of the Sporting Schools Program. Where the number of participants that participate in the GA Program is different to the number provided to GA under this paragraph 10, the club/organisation must provide GA with the correct number of participants as soon as possible after the conclusion of the GA Program.

11. The club/organisation is aware that GA will be invoicing schools directly for \$180 + GST for each confirmed program. Schools with multiple programs in the same term, delivered by the same provider, will only be invoiced for one program fee. Clubs no longer charge the program administration fee to schools and the program delivery fee must no longer include the amount of the program administration fee.
12. GA may, in its sole discretion, increase the SSP Fee in line with clause 13 (b).
13. GA agrees to:
 - a) make available to the club/organisation:
 - (i) lesson plans, at a separate cost payable by the club/organisation, to be determined in GA's sole discretion, for the Sporting Schools Program;
 - (ii) access to the Sporting Schools marketing portal free of charge;
 - b) notify the club/organisation by email, or in such other manner as determined in GA's sole discretion, of the prescribed GA SSP fee per program
 - c) Make available to the club/organisation marketing and promotional materials relevant to the Sporting Schools Program.
14. The club/organisation acknowledges the valuable goodwill and reputation in the GA IP and must at all times use all reasonable efforts to preserve that goodwill and reputation attaching to the GA IP and the goodwill and reputation of GA and the State Association. Without limiting the foregoing, the club/organisation must not:
 - a) make any change to the conduct of the GA Program without the express written consent of GA;
 - b) use the GA IP without the prior written consent of GA
 - c) jeopardise GA's rights to the GA IP by improper use of the GA IP.