

Club Affiliation Agreement

Terms and Conditions for Clubs Affiliated with Sydney Jitsu Inc.

Version 1.5 | Effective: 18 December 2025

Key Terms Summary

This summary is provided for convenience only. The full terms below govern the affiliation relationship.

Fees: Members \$60/year | Instructors \$95/year | Grading \$15/student

Insurance: Minimum \$10M public liability. Covers training under instructor supervision and within policy terms. Certificate of currency provided annually.

Waiver Required: All members must sign a waiver before training. Club indemnifies Sydney Jitsu for any claims arising from missing waivers.

Termination: Either party may terminate with 30 days notice.

Changes to Terms: Sydney Jitsu will provide 60 days notice for fee changes, 30 days for other changes. Clubs may exit penalty-free within 14 days if they disagree.

Disputes: Must attempt negotiation, then mediation, before any court action.

1. Introduction and Acceptance

This document sets out the terms and conditions under which clubs may affiliate with Sydney Jitsu Inc. (ABN: 62 560 128 765) ("Sydney Jitsu").

Acceptance of Terms: By paying the affiliation fee to Sydney Jitsu, the Affiliated Club and its members accept and agree to be bound by the terms of this agreement. No separate signed agreement is required unless specifically requested by either party.

2. Definitions

In this agreement:

1. **"Affiliated Club"** means a martial arts club that has paid the affiliation fee and operates under the Sydney Jitsu organisation.
2. **"Affiliation Fee"** means the annual fee payable by each registered member of an Affiliated Club.
3. **"Covered Activity"** means training or events conducted under the supervision of an Instructor and in accordance with the terms of Sydney Jitsu's insurance policy.
4. **"Instructor"** means a person who assumes responsibility for the conduct and supervision of physical training sessions at an Affiliated Club.
5. **"Member"** means an individual who trains at an Affiliated Club and has paid the affiliation fee.
6. **"Sydney Jitsu"** means Sydney Jitsu Inc., the parent organisation.

3. Purpose of Affiliation

Affiliation with Sydney Jitsu provides Affiliated Club members with insurance coverage, association membership, and access to Sydney Jitsu's grading system and events.

4. Member Affiliation Fee

4.1 Annual Fee

Each registered member of an Affiliated Club shall pay an annual affiliation fee of \$60.00 to Sydney Jitsu.

4.2 Payment Terms

- Payment is due within four (4) weeks of the member commencing training at the Affiliated Club.
- Fees are payable to Sydney Jitsu via the method specified by Sydney Jitsu from time to time.
- The affiliation fee covers a twelve (12) month period from the date of payment.

4.3 Inclusions

The affiliation fee entitles each member to:

Inclusion	Description
Insurance	Coverage under Sydney Jitsu's martial arts insurance policy for Covered Activities
Association Membership	Membership of Sydney Jitsu Inc.
Gi Badge	One (1) Sydney Jitsu gi badge

4.4 Exclusions

The affiliation fee does not include:

- Session costs such as mat hire or room hire
- Uniform costs (gi, belt, club apparel)
- Instructor compensation or expenses (unless agreed beforehand, for example in the context of visiting overseas instructors)
- Social event costs
- Competition entry fees
- Personal equipment (e.g., mouthguards, protective gear)

These costs are the responsibility of the Affiliated Club and/or individual members as applicable.

4.5 Member Registration

The Affiliated Club is responsible for ensuring that all individuals who participate in training are registered members with current affiliation fees paid. Unregistered individuals are not covered by Sydney Jitsu's insurance and are not eligible for grading. The Affiliated Club may collect fees from members directly or pay on behalf of members, provided that member details and fees are remitted to Sydney Jitsu within the required timeframe.

5. Instructor Affiliation Fee

5.1 Annual Instructor Affiliation Fee

Each registered instructor at an Affiliated Club shall pay an annual instructor affiliation fee of \$95.00 to Sydney Jitsu.

5.2 Payment Terms

- Payment is due annually, at the same time as the instructor's member affiliation fee renewal.
- The instructor affiliation fee covers recognition, support, and administrative costs associated with instructor registration.

5.3 Instructor Status

Instructors are independent contractors or volunteers engaged by, or associated with, the Affiliated Club. Instructors are not employees, agents, or representatives of Sydney Jitsu. Sydney Jitsu has no obligation to provide workers' compensation, superannuation, taxation withholding, or any other employment-related benefits to instructors. The Affiliated Club is solely responsible for any arrangements with its instructors, including compliance with applicable employment, taxation, and workplace health and safety laws.

6. Grading Fees

6.1 Standard Grading Fee

A grading fee of \$15.00 per student per grading applies.

6.2 Grading Eligibility

Only registered members with current affiliation fees paid are eligible to participate in gradings.

6.3 Grading Administration

- All gradings shall be conducted by Sydney Jitsu's grading panel.
- Sydney Jitsu shall maintain records of all grades awarded.
- Grading schedules shall be coordinated between both parties.

7. Member Waiver

7.1 Waiver Requirement

Each Affiliated Club must ensure that all members sign a waiver in the form specified or approved by Sydney Jitsu prior to commencing training.

7.2 Waiver Contents

The waiver must, at minimum, include:

- Acknowledgement of the inherent risks associated with martial arts training
- Release of liability for Sydney Jitsu, the Affiliated Club, and their instructors to the extent permitted by law
- Confirmation that the member is medically fit to participate or has obtained medical clearance

- For members under 18 years of age, signature of a parent or legal guardian

7.3 Record Keeping

The Affiliated Club must retain signed waivers for a minimum of seven (7) years and provide copies to Sydney Jitsu upon request.

7.4 Consequences of Non-Compliance

Failure to obtain a signed waiver from any member may void insurance coverage for that member and may expose the Affiliated Club to liability. Sydney Jitsu accepts no responsibility for claims arising from members who have not signed a valid waiver.

7.5 Indemnity

The Affiliated Club agrees to indemnify Sydney Jitsu and keep Sydney Jitsu indemnified against any loss, liability, claim, demand, cost, or expense (including reasonable legal costs) arising from or in connection with the Affiliated Club's failure to obtain a signed waiver from any participant, or from any defect or inadequacy in the waiver obtained. This indemnity applies regardless of whether the loss arises wholly or in part from the negligence of the Affiliated Club or its Instructors.

8. Responsibilities

8.1 Sydney Jitsu Responsibilities

Sydney Jitsu agrees to:

- Maintain appropriate insurance coverage for all affiliated members participating in Covered Activities
- Provide grading services and maintain grading records
- Supply one (1) Sydney Jitsu gi badge per registered member
- Manage association membership records
- Support Affiliated Clubs with administrative guidance as reasonably required
- Provide a copy of the current insurance policy schedule or certificate of currency upon request

8.2 Discretionary Support

Sydney Jitsu may, at its sole discretion, offer the following support to Affiliated Clubs:

- Financial support for club activities, equipment, or events
- Recognition of grades through affiliated bodies, including The Jiu-Jitsu Foundation
- Support for travel costs of visiting overseas instructors for seminars or training events
- Listing on Sydney Jitsu website as an affiliated club
- Social media amplification of Affiliated Club events, achievements, and announcements

The provision of any discretionary support is subject to Sydney Jitsu's available resources and does not constitute an obligation under this agreement.

8.3 Affiliated Club Responsibilities

Each Affiliated Club agrees to:

- Collect and remit affiliation fees to Sydney Jitsu within the specified timeframe
- Maintain accurate membership records and provide these to Sydney Jitsu upon request
- Ensure all training members are registered and have paid the affiliation fee
- Ensure all members have signed a waiver in accordance with Section 7
- Comply with any applicable institutional requirements (e.g., university club requirements, venue policies)
- Use Sydney Jitsu branding in accordance with Section 12
- Notify Sydney Jitsu of any incidents requiring insurance claims within 48 hours

9. Insurance

9.1 Coverage

Sydney Jitsu shall maintain martial arts insurance coverage that includes:

- Public liability with a minimum coverage of \$10,000,000
- Personal accident coverage for members during Covered Activities
- Coverage for instructors

9.2 Conditions

- Coverage is contingent on the member having paid the affiliation fee and signed a valid waiver
- Coverage applies only to Covered Activities, being training or events conducted under the supervision of an Instructor and in accordance with the terms of the insurance policy
- Affiliated Clubs must comply with any insurer requirements communicated by Sydney Jitsu

9.3 Policy Information

Sydney Jitsu will provide a certificate of currency to all Affiliated Clubs annually upon renewal of the insurance policy. Sydney Jitsu will also provide a copy of the insurance policy schedule or summary of coverage limits to any Affiliated Club upon request.

9.4 Unregistered Participants

Coverage under Sydney Jitsu's insurance policy applies only to registered members who have paid the affiliation fee and signed a valid waiver. Any decision by Sydney Jitsu to extend coverage to a participant who was not formally registered at the time of an incident is at the sole and absolute discretion of Sydney Jitsu. The Affiliated Club acknowledges that Sydney Jitsu is under no obligation to extend coverage to unregistered participants, and no course of dealing or prior decision by Sydney Jitsu to extend such coverage shall create any entitlement or expectation of future coverage for unregistered participants.

10. Limitation of Liability

10.1 Limitation

To the maximum extent permitted by law, Sydney Jitsu's total liability to an Affiliated Club under or in connection with this agreement, whether in contract, tort (including negligence), statute or otherwise, is limited to the total fees paid by that Affiliated Club to Sydney Jitsu in the twelve (12) months preceding the claim.

10.2 Exclusions

Sydney Jitsu is not liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, or reputation, even if advised of the possibility of such damages.

10.3 Insurance Claims

Nothing in this section limits any claim that may be made under Sydney Jitsu's insurance policy in accordance with the terms of that policy.

11. Term and Termination

11.1 Term

This agreement takes effect when an Affiliated Club first pays the affiliation fee to Sydney Jitsu and continues until terminated by either party.

11.2 Termination on Notice

Either party may terminate this agreement by providing thirty (30) days written notice to the other party.

11.3 Termination for Cause

Sydney Jitsu may terminate this agreement immediately by written notice if the Affiliated Club:

- Fails to pay any fees due within sixty (60) days of the due date
- Materially breaches any term of this agreement and fails to remedy the breach within fourteen (14) days of receiving written notice
- Fails to maintain adequate safety standards during training
- Breaches the intellectual property provisions of this agreement

Sydney Jitsu may also terminate this agreement immediately upon written notice if the Affiliated Club, or any of its Instructors or representatives, engages in conduct that, in Sydney Jitsu's reasonable opinion, brings Sydney Jitsu into disrepute, poses a safety risk to members or the public, or involves criminal activity.

11.4 Termination for Cause by Affiliated Club

An Affiliated Club may terminate this agreement immediately by written notice if Sydney Jitsu:

- Fails to maintain valid insurance coverage as required by Section 9
- Fails to provide grading services for a period exceeding six (6) months without reasonable cause
- Materially breaches any other obligation under Section 8.1 and fails to remedy the breach within fourteen (14) days of receiving written notice from the Affiliated Club

11.5 Effect of Termination

Upon termination:

- No further affiliation fees shall be collected on behalf of Sydney Jitsu
- Existing paid member and instructor affiliation fees shall remain valid until their individual expiry dates
- The Affiliated Club shall immediately cease using Sydney Jitsu branding and intellectual property

12. Intellectual Property and Branding

12.1 Licence

Sydney Jitsu grants the Affiliated Club a non-exclusive, non-transferable, revocable licence to use the Sydney Jitsu name, logo, and associated marks ("Sydney Jitsu IP") solely for the purpose of identifying the Affiliated Club's affiliation with Sydney Jitsu during the term of this agreement.

12.2 Permitted Use

The Affiliated Club may use Sydney Jitsu IP for:

- Displaying affiliation status on club websites, social media, and promotional materials
- Identifying the club as affiliated with Sydney Jitsu to prospective members
- Use on club uniforms and training equipment, subject to prior written approval from Sydney Jitsu

12.3 Restrictions

The Affiliated Club must not:

- Modify, adapt, or alter Sydney Jitsu IP in any way without prior written approval
- Use Sydney Jitsu IP in a manner that is misleading, defamatory, or likely to bring Sydney Jitsu into disrepute
- Sub-license or transfer any rights to Sydney Jitsu IP to any third party
- Register or attempt to register any trademark, domain name, or business name that incorporates Sydney Jitsu IP
- Produce merchandise bearing Sydney Jitsu IP for sale without prior written approval

12.4 Termination of Licence

The licence granted under this section terminates automatically upon termination of this agreement. The Affiliated Club must immediately cease all use of Sydney Jitsu IP and remove or destroy any materials bearing Sydney Jitsu IP within fourteen (14) days of termination.

13. Dispute Resolution

13.1 Negotiation

If a dispute arises between Sydney Jitsu and an Affiliated Club in connection with this agreement, the parties agree to first attempt to resolve the dispute through good faith negotiation.

13.2 Mediation

If the dispute is not resolved within twenty-one (21) days of written notice of the dispute, either party may refer the dispute to mediation administered by the Australian Disputes Centre (ADC) or another mediation provider agreed by the parties. The costs of mediation shall be shared equally between the parties.

13.3 Litigation

Neither party may commence court proceedings in relation to a dispute unless it has first complied with this Section 13, except where a party seeks urgent interlocutory relief.

14. General Provisions

14.1 Variation

Sydney Jitsu may vary these terms from time to time by publishing updated terms on the Sydney Jitsu website and providing written notice to Affiliated Clubs before the changes take effect. For variations to fees, a minimum of sixty (60) days notice is required. For all other variations, a minimum of thirty (30) days notice is required.

Variations under this clause may not fundamentally alter the nature of the affiliation relationship or impose obligations on Affiliated Clubs that are materially more onerous than those in effect at the time of affiliation, except with the written consent of the Affiliated Club.

If an Affiliated Club does not accept the varied terms, it may terminate this agreement by written notice within fourteen (14) days of the variation taking effect. No penalty or additional fee applies to termination under this subsection.

14.2 Governing Law

This agreement is governed by the laws of New South Wales, Australia.

14.3 Entire Agreement

This agreement constitutes the entire agreement between Sydney Jitsu and each Affiliated Club in relation to its subject matter, unless a separate written agreement is entered into.

14.4 Formal Agreement Option

Either Sydney Jitsu or an Affiliated Club may request a formal signed agreement. In such cases, a separate agreement document will be prepared and executed by both parties.

14.5 Severability

If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

14.6 Australian Consumer Law

Nothing in this agreement excludes, restricts, or modifies any rights or remedies, or any guarantee, warranty, or other term or condition, implied or imposed by the Australian Consumer Law or any other applicable legislation which cannot lawfully be excluded or limited.

14.7 Notices

Any notice required or permitted under this agreement must be in writing and sent by email. Notices to Sydney Jitsu must be sent to contact@sydneyjitsu.com.au. Notices to an Affiliated Club must be sent to the email address registered with Sydney Jitsu. A notice is deemed received on the next business day after sending.

Schedule A: Fee Summary

Item	Amount	Frequency	Payment Due
Member Affiliation Fee	\$60.00 per member	Annually	Within 4 weeks of commencing
Instructor Affiliation Fee	\$95.00 per instructor	Annually	At time of renewal
Grading Fee	\$15.00 per student	Per grading	Prior to grading