



Application and Terms and Conditions Applicable to Affiliation to the Auto-Cycle Union by a Recognised Promoter

Auto-Cycle Union Ltd, ACU House, Wood Street, Rugby, Warwickshire, CV21 2YX
Tel: 01788 566400 Fax: 01788 573585 Email: admin@acu.org.uk

Parties

- (1) (“the Promoter”)
- (2) The Auto-Cycle Union Limited of ACU House, Wood Street, Rugby, Warwickshire CV21 2YX (“the ACU”)

Definitions

The Auto-Cycle union being an unincorporated association (“the Union”)
The Auto-Cycle Union Limited (“the ACU”)
Rules of the Union (“the Rules”)
Local Motorcycle Clubs Affiliated to the ACU (“the Local Centres”)
The Local Centres’ Bye-Laws (“the Bye-Laws”)
ACU issued Permit for Motorcycling Events in the Area (“Permit”)

Background

The Union is the National Governing Body for Sport of Motorcycling throughout the British Isles (excluding Ireland) (“the Area”) and is the respective British member of the Federation Internationale de Motocyclisme (“the FIM”). The Union delegates full power and authority to the Company to act in pursuance of the Union’s powers and authority derived from its status within the Area and its membership of the FIM (“the Delegation”).

In consideration of the Promoter’s payment of the application fee in the sum of £50.00 and the ACU agreeing to consider this Application the Promoter applies in accordance with the Rules and Bye-Laws and with the Terms and Conditions of this Application to be affiliated to ACU through the Board of Directors of the ACU in accordance with the Rules and Bye-Laws and with the Terms and Conditions of this Application.

The Parties agree that in the event of this Application being approved:-

The Promoter (including all and any agents, employees, associates, companies and/or their subsidiaries of the Promoter) during the period of affiliation:-

1. Shall recognise the Union as the National Governing Body for Motorcycling throughout the Area and its power, authority and status pursuant to the Union’s membership of the FIM and further shall recognise the ACU’s power and authority to act in all respects both under the Delegation and in its own right.
2. Shall observe and comply with the Rules, Bye-Laws and National Sporting Code which the Promoter has read and understands and any other Regulations issued by the ACU as directed from time to time by the Board of Directors of the ACU.
3. Shall announce and display that it is affiliated to the ACU in accordance with any corporate identity in force from time to time only in such a manner as is acceptable to the ACU.
4. Shall be entitled to reasonable assistance and advice in the organisation and staging of events.
5. Shall control its own local affairs and co-operate with the Board of Directors of the ACU.

6. Shall act in any matter affecting the sport of motorcycling generally through the Board of Directors of the ACU and shall at times and to the best of its power give effect to any recommendations of the ACU. The Promoter at all times shall act to prevent the Union, the ACU and/or the sport of motorcycling generally being brought into disrepute.
7. Shall in the event it is an incorporated body be a company formed for the provision of motorcycle sport registered for trading purposes, promotional and sale of motorcycle sport and leisure merchandise.
8. Shall pay an annual Affiliation Fee set by the ACU at the ACU's sole discretion and which is presently the sum of £50 payable by the Promoter to the ACU upon the Promoter's Application being approved.
9. Agrees that any Fee for any Permit will be negotiable with an ACU Director so authorised from time to time by the ACU and any such Permit and Fee shall be subject to the status of the respective event and that all permits shall be issued by the ACU's Head Quarters subject to the ACU's approval (which approval will not be unreasonably withheld).
10. Shall organise motorcycle sport only under the auspices and approval of the ACU and ACU Permits.
11. May be authorised from time to time by the ACU to organise and/or promote and event of an ACU Championship and the Promoter agrees that any such event shall be subject to a separate documented agreement between the parties and notwithstanding such an agreement the title of the event shall remain property only of the ACU and/or FIM.

And the ACU:-

12. Shall liaise with the Promoter when communicating with Regional, County or Local Authorities on matters of local relevance to the locality in which the Promoter is based.
13. Shall after consultation with the Promoter have the sole responsibility and authority to determine any question which may arise regarding the application of the Rules, Bye-Laws and National Sporting Code of the ACU to the Promoter.
14. The ACU may withdraw the Promoter's affiliation at any time.

<p><i>Signed for and on behalf of the Promoter</i></p> <p>Signature.....</p> <p>Name in block capitals..... Date.....</p>
--

Affiliation agreed by the Board of Directors of the ACU on20.....

Signature..... Date.....

Chairman ACU

Signature..... Date.....

General Secretary ACU

This form should be completed by the promoter and forwarded to the General secretary of the ACU. On review of this Application by the General Secretary this Application will be presented to the Board of Directors for its approval.

A copy of the signed application will be returned to the Promoter on the Promoter's affiliation being granted by the ACU.