

SURF LIFE SAVING NEW SOUTH WALES

CLUB SPONSORSHIP GUIDE





This document aims to provide a high-level introduction to sponsorship with the aim of assisting NSW Surf Life Saving Clubs and Branches to source and maintain commercial partnerships.

For further information on any of the details in this document, please contact the SLSNSW Partnerships team:

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WHAT IS SPONSORSHIP?

Under a sponsorship arrangement, the club receives support, often in the form of money, in return for such things as

- advertising
- signage
- naming rights
- some other type of benefit of value

This means that the sponsor receives something of value in return for the sponsorship, so the sponsorship payment is not a gift or donation. If the organisation is registered for GST, it has to pay GST on the sponsorship it receives.

A contra sponsorship arrangement occurs when goods or services (not money) are provided in return for other goods or services.

What is a Donation

It is important to remember that sponsorships are not a donation. A donation is defined as voluntarily transferring money or property without receiving or expecting to receive any material benefit or advantage in return. A material benefit is an item that has a monetary value.

Managing the Relationship

Ensure you manage the relationship for the longer term. The benefits that will accrue from your sponsorship will take some time to build. Most sponsorship agreements are commonly signed using a three-year contract with the option to renew.

Make sure the relationship is based on outcomes the partner and the club want to achieve, and report on results on a regular basis. It is essential to quantify these results e.g. If your sponsor is looking to increase brand awareness within your Club, you could report that X thousand products were sampled by members, or X thousand members and beach goers were exposed to the sponsor's signage. Also report on the impact the partner's funding has had for the club e.g. it enabled the club to purchase 10 rescue boards or funded a life saving training program for X number of members.

Build the sponsor relationships over time. Sponsors can often do more than make a direct financial contribution, they can also provide in-kind support (other non-monetary support provided by the sponsor) such as product to be used at a carnival or Club event, or provide volunteers for Club activities.

SELLING SPONSORSHIP

Set up a sponsorship task force within your Club

Try to target members who have good contacts within the local community. Taskforce members also need to be aware that the work does not stop once the sponsorship is secured – there must be ongoing relationships between your club and the sponsor for the duration of the sponsorship period. This can be achieved through meetings to review the partnership as well as providing them with regular updates via phone calls, emails and newsletters. Remember to recognise them in your club's annual report and website. There is an array of business contacts within every surf club. Find the right people to approach them.

Set a timeline and action list

Put together a timeline for when you want to secure sponsorship by and role of each of your taskforce members in the sponsorship process. Make sure you plan regular update meetings so everyone keeps on track.

Determine how much sponsorship is needed

Do an audit on your Club and determine how much is needed in terms of dollar value. You need to be able to show sponsors how their money will be used, so be honest in your estimates. Remember, they will also be looking for returns on their investment so you will need to demonstrate the value they are receiving in return.

Determine how many sponsors you want and what properties you have to offer them

Beware of overselling your Club and as a result offer diluted value to each sponsor. Too many sponsors can lead to cannibalisation or dueling logos and the messages of individual sponsors can get confused which may lead to the sponsor not achieving their objectives. It is better to package up saleable properties and target fewer large sponsors, rather than have many low end sponsors cluttering your Club.

Write down a list of all the commercial properties within your Club in order of importance and be sure that you can deliver on the properties you are offering. Also look at how you can package up your properties to reduce the number of approaches you need to make and as a result add more value to one sponsor, rather than little value to many sponsors. Be sure not to have sponsors from the same industry in the same category as you are trying to offer them a unique opportunity to give them a competitive edge.

List the sponsorship benefits

List the benefits your Club can offer for each sponsored property. Also think about how you can add value to the sponsorship and offer things such as corporate hospitality at a carnival or social function, lifesaving experience with their staff, the use of your clubhouse, or a motivational talk from a high profile athlete etc. Some examples of benefits can include:

- Signage rights around the Clubhouse and on Club equipment
- Category exclusivity
- Profile and association with a strong community service
- Club uniform with branding
- Access to your members database (be mindful of privacy laws)
- Sampling of their product by Club members
- Access to clubhouse
- Media coverage and other publicity opportunities
- Carnival naming rights
- Association with any high profile Club athletes
- Corporate hospitality (VIP tickets to a particular event and Awards Nights)
- Staff experiences
- Cross promotion with other sponsors

It is crucial that you do not offer something you cannot deliver.

Determine sponsorship value

Decide what your sponsorship properties are worth both as a package and individually. If you are unsure of the value, do some research - speak to other Clubs and sporting groups in your local area who have sought similar sponsorship.

Keep in mind that the value of certain assets can change depending on number of members the club has, size and duration of events staged and geographical location of the club.

Price your sponsorship packages realistically. Price the package at what it is really worth (not what is needed for the particular project), and make sure the company being approached can afford the sponsorship.

Don't base sponsorship proposals on funding shortfalls. Remember, you're not after a donation. It is important to base the sponsorship on the value of the benefits they will receive in return for their investment – what is the advantage of spending their money with you versus investing in general advertising.

Please remember that sponsorships are subject to GST because sponsors receive goods or services for their money.

Prepare a Target List and research potential sponsors

Put together a target list of local companies/organisations who you consider could be potential sponsors.

After the list is compiled take the time to research each of these potential sponsors – DON'T JUST TAKE A 'STAB IN THE DARK' AND SEND OUT A PROPOSAL – try to gain an understanding of what a potential sponsor is hoping to achieve through a sponsorship.

It is a good idea to know the person you are seeking sponsorship from, or to catch the attention of the recipient of your request. Speak directly to the person at your targeted company/organisation who makes decisions on sponsorship and find out what their sponsorship objectives are, if they fit with your Club and/or your saleable property and what financial level of sponsorship they would consider. Is the sponsor aiming to increase brand/product awareness, increase sales, generate goodwill or are they trying to achieve something totally different. The more you understand what a sponsor is trying to achieve, the better you can assist them, thereby helping to build a loyal and solid relationship.

Examples of what sponsors may wish to achieve include:

- Raising brand awareness – e.g. of their new store in the local community
- To increase sales – e.g. by reaching new customers
- To gain a competitive edge – e.g. against similar businesses in the local area
- To save money on advertising – e.g. can reach locals via your membership base
- To promote a brand image – e.g. the local community shop to be seen as favourable
- To be seen as an integral member of the community – e.g. giving something back to the local community

Like any other objectives, these must be measurable, realistic, achievable and have a timeline. When discussing these objectives, think about how your sponsorship deal can help achieve those objectives – this will make the package easier to sell and show the sponsor you are interested in their business. Walk away if need be – if your Club cannot fulfil their sponsorship objectives, don't make the approach, you are just wasting everyone's time and potentially burning a bridge for the long term.

Ensure that the sponsors you are talking to are reputable organisations that have values aligning to your clubs. Do not affiliate with businesses that could bring the club, organisation or movement into disrepute.

Quick tips:

- **Offer an opportunity and not a problem** – Offer a solution to a potential sponsor’s problems, such as providing a bottom line saving or profit
- **Target companies with the right fit** – Does your target audience’s demographics – psychographics and geographic location – fit with those of the company or brand to be promoted?
- **Offer rights that the company can exploit** – Offer value for money – price your 'product' to ensure your club will benefit from the relationship and that the sponsor will make a profit. Make sure your product is priced similarly to comparable products
- **Stand out from the clutter** – Make sure your proposal is addressed or delivered to the person who has the power to say 'yes'
- **Be professional** – Make sure your Club representatives always present themselves in a professional manner and understand what is required of a commercial relationship
- **Be persistent, not a pest** – Following up a sponsorship request is necessary, but not to the extent that you interrupt the recipient’s ability to do their job. It will take time for a potential sponsor to come to grips with what you are offering and for a relationship to grow and develop

INTELLECTUAL PROPERTY

Intellectual Property (IP) is the general name given to the laws covering items such as patents, trademarks, copyright and designs to name a few.

Much of the equipment, images and names associated with Surf Life Saving have been registered as trademarks by Surf Life Saving Australia and/or Surf Life Saving New South Wales, therefore their use is restricted. For full details and the protections of IP, please consult the [SLSA IP Policy](#).

Trademarks are extremely valuable marketing tools. The public identify a certain quality and image with goods and services bearing our trademark. These marks are also symbolic of our organisations’ proud history and represent the most valuable asset our organisations own.

It is essential for us to limit the use of our brand by third-parties to both protect and retain the value (financial and reputation) of our organisation and to maintain tight controls against its misuse. There are also minimum funding commitment level considerations to protect the commercial interests of our existing sponsors who have paid significant sums of money to use and associate with our brand.

SLSNSW Branches and Clubs do not have the right to use SLS IP unless approved by SLSA. It is important that Clubs and Branches use their own branding and logo’s to promote any services or products they have to generate revenue for the Club. That is, Club/Branch logos and uniforms should form the basis of the sellable sponsorship assets and properties.

While these guidelines may frustrate some, this is not the intention - it is to protect our brand and its value ensuring that maximum value is retained within the market.

The trademarks are owned by Surf Life Saving Australia (and Surf Life Saving New South Wales within this state) and requests for their use must be through these offices. Any unauthorised use will lead to cease and desist action.

Patrol Uniform: Surf Clubs are also given the ability to place a sponsor or partners logo on the Patrol Uniform as part of a commercial arrangement. This spot is limited to the back of the Patrol Shirt, above the 'SURF RESCUE' and a maximum size of 45cm². For full details, please refer to the [SLSA Lifesaving Equipment and Uniform Brand Guidelines](#) (pg.19 for patrol uniform)

The rights to our marks are strictly controlled and consist of various names, logos and imagery. Registered trademarks include:



Various SLS Logos Surf Life Saving NSW Logo Red and Yellow Flags Cap and Uniform

WRITING A PROPOSAL

It is important that your sponsorship proposal stands out from the crowd and reaches the appropriate person in the company who can say yes to the sponsorship. Make sure each proposal is tailored individually to each potential sponsor and clearly outlines sponsorship benefits. Your proposal should include:

- A short history on the club – including membership size, focus, demographics etc.
- What the Club goals and objectives are
- What the Club has to offer the sponsor
- What the Club is requesting from the sponsor
- Term of sponsorship

Please see [Appendix One Sample Sponsorship Proposal](#) for more detail on the above.

Try to meet with the prospective sponsor face to face. It is always more powerful and you have the advantage of being able to answer any immediate questions that sponsors may have. Use

the proposal document as a follow up to the conversation which gives you the opportunity to alter it if you need to, following the conversation.

Ensure that your Club presents itself in a professional manner and shows an understanding of what is required of the relationship. Contact the sponsor after the proposal is sent to make sure they received it and to see if they have any questions. It is important to follow up potential sponsors but remember there is a fine line between "hounding" and making an inquiry.

SPONSORSHIP AGREEMENTS

Once a company/organisation has confirmed they wish to become a sponsor of your Club and both the Club and sponsor have discussed what each party wants to achieve through this relationship the Club should create a written Agreement or contract.

It is imperative to have a formal Agreement or contract in place. Lack of a written contract increases the potential for misunderstandings and the relationship turning sour. A change of personnel can mean the intent of an agreement is lost, unless the agreement is in writing.

Please see [Appendix Two Sample Sponsorship Agreement](#) to help guide you. This is a guide only. Please consult with a legal services provider to ensure your Agreement is sound. Never assume you will get certain rights; clearly state the rights agreed to in the Agreement.

KEEPING SPONSORS HAPPY

You have now entered into a commercial agreement with a company. Certain rights and benefits have been given as part of that agreement. Now it's up to you and your club to honour these commitments and keep your sponsor happy.

A sponsorship is an ongoing partnership and you need to provide the necessary resources to manage this relationship (i.e. regular updates, meetings and invites to social functions etc). It is also important that all your members are aware of the sponsorship and the value it brings to your Club. They need to appreciate and respect the sponsorship and where possible support your sponsor's business.

You should also consider putting some of the sponsorship monies aside to service the sponsor relationship.

Here are some ways to ensure a successful sponsor relationship:

- Promote the sponsor at every opportunity (be mindful of the value of other sponsorship arrangements and don't give away opportunities that others have paid for)
- Acknowledge the sponsor in every media story you release about the program or event they're involved with
- Communicate with your members to ensure they look after sponsor's rights

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- Invite the sponsor to events and to give prizes at awards nights
 - Establish more than one key contact in case the main contact moves on
 - Before signing a new sponsor, give existing sponsors the opportunity to address any concerns they may have (existing sponsors may also want the opportunity to increase their investment for more benefits)
 - If you have sold naming rights, you must acknowledge them in everything you say and do for that event or program. You must also ensure that the media are aware and adhere to the naming rights
 - Send your sponsor a report

SPONSOR REPORT

It is really important to demonstrate accountability and transparency by reporting back to the sponsor the impact their support has had, the achievements that have been accomplished and the benefits the sponsor has received. The report can be as simple or as complex as you want it to be. Demonstrating good credibility, a track record of providing value for money and a reputation for fostering sponsor relationships, will make it a lot easier for you to gain sponsorship in the future and renew the ones you have.

Please see [Appendix Three Sponsor Report](#) for guidance.

Clubs can read the '10 essential steps to create a winning sponsorship proposal' by visiting:

<https://practicalsponsorshipideas.com/create-a-winning-sponsorship-proposal/>

XXX

Sponsorship Opportunity



Introduction

Introduce the SLSC including who you are and what you do.



X

Members



X

Nippers



X

Active Patrol
Members



X

Club Events



X

Rescues



X

First Aid
rendered

Event/Program Insights

Detail the event/program opportunity available including past statistics.

*Event format may be subject to change.



X



X



X+



\$X



X



\$X



Sponsor benefits



Facebook
X followers



Instagram
X followers



Twitter
X followers



Website
X views

*20XX/XX FY statistics





Contact

XXXXXXXXXXXXXXXXXXXX
(02) XXXX XXXX
XXX@XXX.com.au

Disclaimer: XXX reserves the right to withdraw and/or replace benefits noted. Benefits will be subject to the investment budget of the prospective partner, potential conflict of benefits with existing partnerships and relevance or appropriateness of the brand to the proposed benefit. Programs and events may be subject to change due to weather conditions, government orders or other circumstances. XXX is in no way bound to any terms or offers contained in this document.

Insert Club Logo

SPONSORSHIP AGREEMENT

Date: DD MONTH YEAR

(ABC) SURF LIFE SAVING CLUB ABN (insert SLSC ABN)

AND

(SPONSOR) ABN (insert Sponsor ABN)

1. PARTIES

1. PARTIES

Between: <INSERT SLSC> ABN XX XXX XXX XXX of <INSERT ADDRESS> (SLSC) and Sponsor ABN XX XXX XXX XXX of <INSERT ADDRESS> (Sponsor).

SLSC provides a valued Surf Life Saving service to the community of (insert location/ beach). Sponsor has agreed to sponsor XYZ program or event on the terms contained in this Agreement.

2. SPONSORSHIP

Sponsor will pay and or provide to SLSC the following cash fee (plus GST) and the following value in-kind (VIK) (**Amount Payable**) on the following dates (**Payment Date**) in consideration for SLSC providing Sponsor the Sponsorship Benefits in **clause 15 (Sponsorship Benefits)**. The Amount Payable is supportive of a collaborative partnership to drive the parties' respective objectives and achieve mutual benefit and reward.

The Amount Payable is set out as per the below terms.

(if relevant) \$X Value In Kind (VIK) (define payment terms, instalments, due dates etc.)

\$X cash (+ GST)

Payment/Provision Date:	Amount Payable:
DATE MONTH YEAR	\$X (+ GST)
DATE MONTH YEAR	\$X (+ GST)
DATE MONTH YEAR	VIK
DATE MONTH YEAR	VIK

3. TERM

The commencement date of the Agreement is <INSERT COMMENCEMENT DATE> and conclusion date <INSERT CONCLUSION DATE> and represents a term of X months/years (**Term**).

4. SLSC'S OBLIGATIONS

- a) In consideration of the Amount Payable SLSC will provide Sponsor with the Sponsorship Benefits during the Term.
- b) In addition to providing the Sponsorship Benefits, SLSC must:
 - I. at all times comply with its obligations under this Agreement;
 - II. provide all reasonable support, information, materials and assistance to enable Sponsor to meet its obligations under this Agreement;
 - III. not do or permit anything to be done which is or could be detrimental to the goodwill, name or reputation of Sponsor;
 - IV. use its best endeavours to maintain and promote the image and reputation of Sponsor;
 - V. not do or perform any act, or permit any of its officers, employees, contractors or agents, to do or perform any act, which prejudices or brings into disrepute Sponsor or any of its employees, members or agents;
 - VI. not do or permit anything to be done which is or could be detrimental to the goodwill, name or reputation of Sponsor; and
 - VII. obtain and maintain at its cost any permits, licences, consents or other authorisations required to provide the Sponsorship Benefits.

5. SPONSOR'S OBLIGATIONS

In addition to paying the Amount Payable, Sponsor must:

- 5.1 at all times comply with all its obligations under this Agreement;
- 5.2 provide all reasonable support, information, materials and assistance to SLSC to enable SLSC to meet its obligations under this Agreement;
- 5.3 not do or permit anything to be done which is or could be detrimental to the goodwill, name or reputation of SLSC;
- 5.4 use its best endeavours to maintain and promote the image and reputation of SLSC;
- 5.5 not do or perform any act, or permit any of its employees, contractors or agents to do or perform any act, which prejudices or brings into disrepute SLSC or any of its members, officers, servants and agents; and
- 5.6 obtain and maintain at its cost any permits, licences, consents or other authorisations required to perform its obligations under this Agreement.

6. USE OF SLSC INTELLECTUAL PROPERTY

- 6.1 SLSC grants to Sponsor a revocable, non-exclusive, royalty free, non-transferable licence during the Term to use the Intellectual Property in the SLSC Logo and such SLSC materials as are provided by SLSC under this Agreement to fulfil its obligations under the Agreement.
- 6.2 Sponsor must not sub-licence any of its rights to use the SLSC Logo or other rights granted to it by SLSC under this Agreement to any third party.
- 6.3 Nothing in this Agreement shall confer upon Sponsor any right to:
 - a) trade under any name included in the SLSC Logo or any right to apply for the registration or reservation of any such name or logo; or
 - b) use any other surf lifesaving imagery.
- 6.4 Sponsor agrees that in using the SLSC Logo, Sponsor must:
 - a) act at all times to protect the value in the SLSC Logo and ensure SLSC's rights and reputation are not damaged or infringed in any way by Sponsor's use;
 - b) only use the SLSC Logo for the purpose of fulfilling its obligations under this Agreement;
 - c) ensure that all use of the SLSC Logo and any designation that may be provided as part of the Sponsorship Benefits shall only be applied to, or associated with the Sponsorship Benefits or advertising or promotional material and is subject always to obtaining prior approval by SLSC, which approval will not be unreasonably delayed (but can be withheld in SLSC's absolute discretion);
 - d) observe SLSC's reasonable directions as to the disposition and manner of use of the SLSC Logos and the designation of 'Sponsor' in general or in a particular instance (including but not limited to compliance with any Surf Life Saving Club Brand Guidelines issued from time to time);
 - e) not make any change to the design or content of the SLSC Logo; and

- f) not jeopardise SLSC's rights to the SLSC Logo by improper use of the SLSC Logos.

6.5 Sponsor acknowledges and agrees that all Intellectual Property in the SLSC Logo or SLSC Materials is and remains the property of SLSC.

7. USE OF SPONSOR INTELLECTUAL PROPERTY

7.1 Sponsor grants to SLSC a revocable, non-exclusive, non-transferable, royalty-free licence during the Term to use the Sponsor Logo to enable SLSC to fulfil its obligations under this Agreement.

7.2 SLSC must not sub-licence any of its rights to use the Sponsor Logo or other rights granted to it by Sponsor under this Agreement to any third party.

7.3 Nothing in this Agreement shall confer upon SLSC any right to trade under any name included in the Sponsor Logo or any right to apply for the registration or reservation of any such name or logo.

7.4 SLSC agrees that in using the Sponsor Logo, SLSC must:

- a) act at all times to protect the value in the Sponsor Logo and ensure Sponsor's rights and reputation are not damaged or infringed in any way by SLSC's use;
- b) ensure the Sponsor Logo are only applied to, or associated, with the Sponsor Benefits or advertising or promotional material;
- c) not alter, obscure, cover up or make any change to the Sponsor Logo;
- d) comply with all reasonable directions, instructions or specifications given by Sponsor from time to time (including in the Sponsor Brand Guide) regarding the representation of the Sponsor Logo and the manner of their use; and including but not limited to as follows:

7.5 SLSC acknowledges and agrees that all Intellectual Property in the Sponsor Logo is and remains the property of Sponsor.

8. WARRANTY

8.1 SLSC warrants to Sponsor that:

- (a) SLSC owns all proprietary and beneficial interest in the SLSC Logo and has the power to grant to Sponsor a licence to use the SLSC Logo in accordance with this Agreement; and
- (b) the SLSC Logo does not and will not infringe the Intellectual Property of any third party.

8.2 Sponsor warrants to SLSC that:

- (a) Sponsor owns or is the authorised licensee in the Sponsor Logo and has the power to grant SLSC a licence to use the Sponsor Logo in accordance with this Agreement; and
- (b) the Sponsor Logo does not and will not infringe the Intellectual Property of any third party.

9. TERMINATION

9.1 Termination

- a) This Agreement remains in force and effect until the conclusion date or until it is terminated in any of the following circumstances if:
- (i) either party's circumstances at any time are such that the presumptions for insolvency set out in subparagraphs (a) to (f) of Section 459C(2) of the *Corporations Act 2001* are applicable to that party or that party is placed into liquidation, has an administrator or receiver or a receiver and manager or controller appointed; or
 - (ii) either party ceases to carry on business; or
 - (iii) both parties agree in writing to terminate this Agreement; or
 - (iv) one party has given the other party a notice in writing:
 - (A) that the other party is in breach of this Agreement;
 - (B) providing particulars of the breach;
 - (C) requiring the other party to rectify the breach within 14 days of the service of the notice;
 - (D) the other party has failed to rectify the breach within that period of 14 days; and
 - (E) the party giving the notice has given a further notice to the party in breach that the Agreement is terminated;
 - (v) Sponsor gives notice in writing to SLSC that:
 - (A) SLSC is involved directly or indirectly in any situation (whether the relevant situation occurred before or after the date of this Agreement) which brings, or in the reasonable opinion of Sponsor is likely to bring, SLSC and/or Sponsor's functions, aims and objectives into disrepute, contempt, scandal or ridicule; or
 - (B) Sponsor's name is, or is likely to be in Sponsor's reasonable opinion, damaged or brought into disrepute or ridicule by SLSC or by being associated with SLSC;
 - (vi) SLSC gives notice in writing to Sponsor that:
 - (A) Sponsor is involved directly or indirectly in any situation (whether the relevant situation occurred before or after the date of this Agreement) which brings, or in the reasonable opinion of SLSC is likely to bring, Sponsor and/or SLSC's functions, aims and objectives into disrepute, contempt, scandal or ridicule; or

- (B) SLSC's name is, or is likely to be in SLSC's reasonable opinion, damaged or brought into disrepute or ridicule by Sponsor or by being associated with Sponsor; or
- (vii) either party gives the other notice that due to circumstances beyond the reasonable control of that party (for example natural disaster, act of war or terrorism, riot, labour condition, governmental action or internet disturbance) that party is prevented from performing its obligations under the Agreement.
- b) Termination of this Agreement will not affect any accrued rights or liabilities of either party nor will it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force after such termination.
- c) Where this Agreement is terminated by Sponsor, the parties will meet in good faith to consider whether any of the Sponsorship Fee already paid by Sponsor should be refunded having regard to the Sponsorship Benefits already provided to Sponsor and the expenses already incurred by SLSC. Failing agreement between the parties, an independent expert may be appointed by the parties in order to decide whether a refund is appropriate in the circumstances (the costs associated with such appointment shall be borne equally between the parties).

9.2 Consequences of termination

- a) In the event of termination for any reason or expiration of this Agreement each party must:
 - (i) not from the date of termination use the name or logo of the other party in connection with its own, or any other name nor in any way hold itself out as having a continuing association with the other party; and
 - (ii) not use, and must return, or on the other party's instruction, destroy any Confidential Information of the other party (in whatever form), which may have been acquired in the course of, or incidental to this Agreement, for its own benefit or to the detriment or intended, or probable detriment of the first party; and
 - (iii) immediately cease all use of property, including Intellectual Property, of the other party and must not refer to itself or hold itself out as being associated with the other party.

10. INDEMNITY

- a) Each party indemnifies and shall keep indemnified the other party and its directors, officers, members, employees, subcontractors and agents (**Representatives**) from and against all Claims and Liabilities incurred or suffered, whether arising from negligence or otherwise arising or incurred directly or indirectly in connection with any act, omission or misconduct by the other party, or its Representatives, or from any breach or non-performance of the obligations of the other party under this Agreement, except to the extent that the Claim and Liability was caused by the first party or its Representatives.

- b) Each party must keep the other party indemnified against all Claims and Liabilities the other party suffers or incurs (directly or indirectly) arising from:
 - (i) any breach of any third party's Intellectual Property Rights; or
 - (ii) any wrongful, wilful or negligent use of the other party's Intellectual Property Rights for any purpose other than in accordance with this Agreement.
- c) Neither party is liable to the other for any indirect or consequential expenses, losses, damages or costs incurred or awarded against the other party.

11. CONFIDENTIALITY

11.1 Confidential Information

- a) A party must keep all Confidential Information (being information of a party provided to other party under this Agreement) of the other party confidential.
- b) A party must only disclose the Confidential Information of the other party:
 - (i) to any person on a "need to know basis" for a purpose related to organising, promoting, marketing or conducting the Series, who agrees that the Confidential Information must be kept confidential; or
 - (ii) if required by Law.
- c) If a party is required to disclose the Confidential Information of the other party by Law, the party must notify the other party of that requirement. If that is not possible, the party must notify the other party of the disclosure immediately after the disclosure.

11.2 Additional obligations

A party must:

- a) immediately notify the other party of any suspected or actual unauthorised use, copying or disclosure of the other party's Confidential Information by anyone; and
- b) if requested by the other party, provide reasonable assistance regarding any proceedings the other party may take against anyone for unauthorised use, copying or disclosure of the other party's Confidential Information.

12. GST

- a) Unless otherwise specified, all amounts referred to in this Agreement are exclusive of GST.
- b) If GST is payable by a supplier (or by the representative member for a GST group of which the supplier is a member) on any supply made under or in relation to this Agreement, the recipient must pay to the Supplier an amount equal to the GST payable on the supply. The GST Amount is payable by the Recipient in addition to and at the same time as the net consideration for the supply.

- c) If a party is required to make any payment or reimbursement, that payment or reimbursement must be reduced by the amount of any input tax credits or reduced input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled for any acquisition relating to that payment or reimbursement.
- d) The recovery of any amount in respect of GST by the Supplier from the Recipient is subject to the Supplier issuing to the Recipient a tax invoice or an adjustment note enabling the Recipient to claim any applicable tax credits in respect of the supply.
- e) Each party warrants that it is registered for GST purposes.

13. 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):

- a) within five business days of a party notifying the other party of the dispute, representatives of each of the parties must meet and use all reasonable endeavours acting in good faith to resolve the dispute by joint discussions;
- b) failing agreement under **clause 13(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 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 Society of New South Wales at the request of either party; and
- c) neither party may commence court proceedings (except proceedings seeking urgent interlocutory or injunctive relief) in relation to a dispute relating to or arising out of this Agreement until it has first exhausted the procedure in this **clause 13**.

14. FORCE MAJEURE

Where a 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:

- a) provides prompt notice of the Force Majeure Event to the other party, identifying the effect of this event on its performance of this Agreement;
- b) uses all reasonable diligence to remove or minimise the effect of the Force Majeure Event as quickly as possible; and
- c) consults with the 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.

Force Majeure Event in this clause means any event outside the reasonable control of a party and includes Acts of God, weather and wave conditions, pandemic, epidemic, government direction(s), significant injuries or death to persons involved in the Country Championships and include other significant safety concerns (determined in the sole discretion of SLSC).

15. **SPONSORSHIP BENEFITS**

In return for the Sponsorship Fee above, SLSC agrees to provide the following Sponsorship Benefits:

- (List sponsor benefits as agreed upon)

TEMPLATE

EXECUTION

SIGNED for and on behalf of **XYZ Surf Life**)
Saving Club by its duly authorised delegate in)
the presence of:)

Signature of authorised delegate

Signature of witness

Name of authorised delegate (Please print)

Name of witness (Please Print)

Position of authorised delegate

Position of witness

Date

Date

SIGNED for and on behalf of **SPONSOR** by its)
duly authorised delegate in the presence of:)
)

Signature of authorised delegate

Signature of witness

Name of authorised delegate (Please print)

Name of witness (Please Print)

Position of authorised delegate

Position of witness

Date

Date

END OF SEASON REPORT

20XX/XX

SURF LIFE SAVING
NEW SOUTH WALES



Season Highlights

Provide a detailed explanation of the season highlights including Club statistics.



X

Beach Visitors



X

Members



X

Nippers



X

Patrols



X

Volunteer Hours



X

First Aid Rendered



X

Rescues

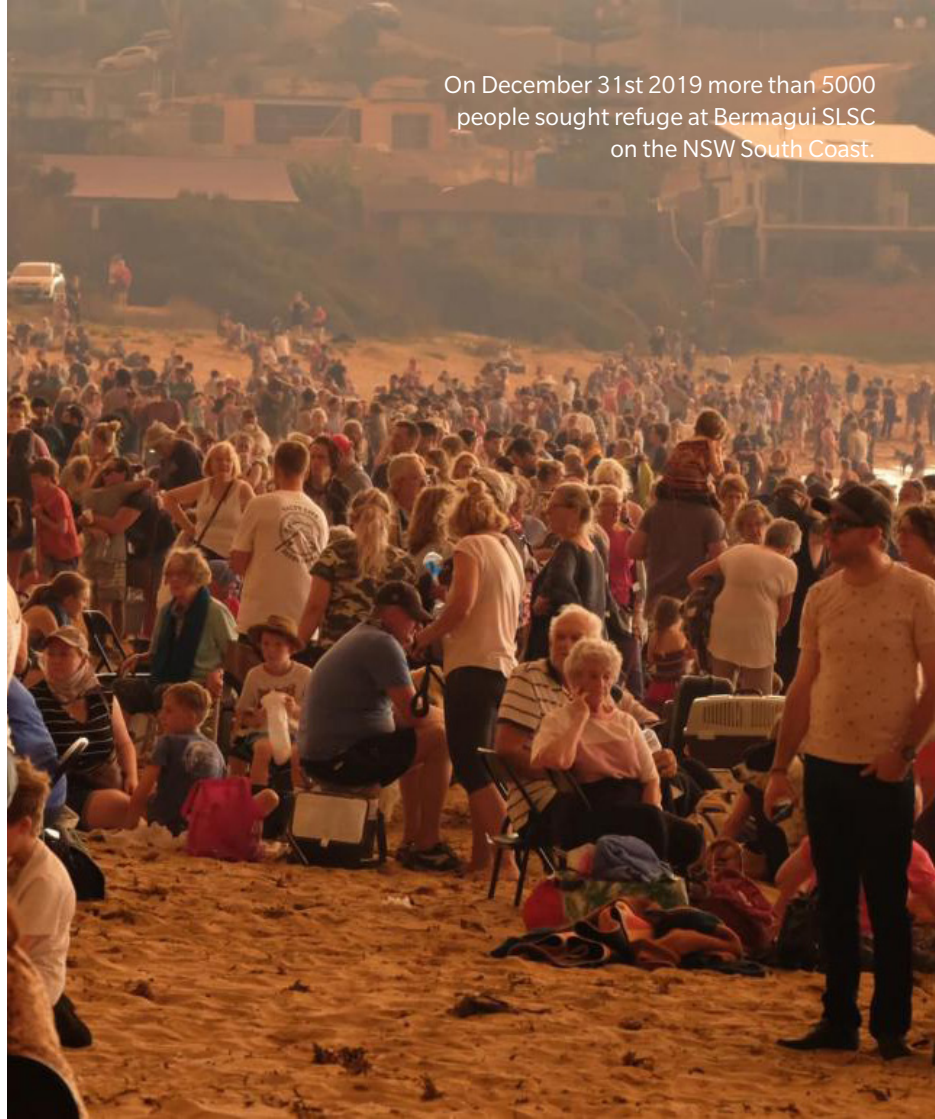


X






Preventative Actions

Other Key Highlights

On December 31st 2019 more than 5000 people sought refuge at Bermagui SLSC on the NSW South Coast.



Media Statistics

-  Facebook
-  Instagram
-  Twitter
-  YouTube
-  LinkedIn



Sponsor Benefit Fulfillment

Provide insights into any events or programs the sponsor was involved in including outcomes, statistics and imagery.



Sponsor Communications/Promotions

Provide examples where a sponsor has been included in publications and communication channels

Clubs across NSW support Surf Life Saving through ClubGRANTS

Clubs Across NSW Support Surf Life Saving Through ClubGRANTS

Applying for ClubGRANTS funding has never been easier, experience the new ClubGRANTS Online from 3 February 2020.

[Find Out More](#)

2870 TRUCKLOADS OF WATER

Litres for the Land

Your local club has now raised enough money to deliver 2,870 truckloads of water to drought-affected communities. The water will be transported to the bush, and provided for free to farms and families that need it the most. Help show rural Australian families they are not alone by supporting the Litres for the Land appeal.

[Donate Now](#)

LITRES FOR THE LAND

2GB Your local club

Litres for the Land

Your Local Club and 2GB have come together with Team Rubicon Australia to conduct the Litres for the Land appeal, aiding drought-affected communities.

[Find Out More](#)

Share Your ANZAC Day Messages to Veterans

Clubs may be closed at the moment, but we'll continue to connect together as we mark ANZAC Day.

Send your letters of support and let Veterans know they're not forgotten or forgotten about. We'll be putting it all out and to the world for ANZAC Day, so we can help to do our part to help make the ANZAC Day message heard.

[Yourlocalclub.com.au](#)

WIN up to \$10K

[Yourlocalclub.com.au](#)



Local Clubs Are Back!

It's been a little while, but we're happy to say NSW clubs are open again. Welcome back to family dinners, birthdays, catching up with friends, watching the kids and all those things we love and have missed during the Coronavirus lock down.

[Visit the Your local club Website](#)

TELL US YOUR STORY

SUBMISSIONS NOW OPEN

Clubs & Community Awards

Over many years, registered clubs (right across NSW) have built close relationships with their local Surf Life Saving clubs. The support provided by clubs enables the continuation of vital lifesaving activities, as well as a number of other programs and initiatives. The Clubs & Community Awards is your opportunity to recognize and thank a partner club for their assistance - check out the categories and let us hear your story!

[Read more here](#)

Welcome back!
Let's enjoy the best of surf life again.

Your local club
Made local.

[yourlocalclub.com.au](#)

Surf LIFE

HELPING PEOPLE

KEEPING PEOPLE SAFE

KEEPING PEOPLE HAPPY

From the beach to the bush, clubs help people

CLUBS DO IT ALL ACROSS THE STATE

[Your local club](#)

BACK TO THE BEACHES

Acknowledgment

Conclude the report with a final acknowledgment to the sponsor/s.
Include sponsor logo/s

Insert logo/s

Sponsor logo

Club logo