



Surf Life Saving Lower North Coast Branch Members Acquiring Financial Benefit from Surf Life Saving Activities Policy



1. Purpose

The purpose of this Policy is to clarify the limitations and disclosures required of members with respect to receipt of payments for services undertaken in relation to Surf Life Saving (SLS) activities.

2. Commencement and Interpretations of this Policy

This policy will commence on 4 February 2020. Unless the context otherwise requires, terms used in this policy have the same meaning as in Surf Life Saving Lower North Coast Branch's (the Branch) Constitution and/or Regulations.

3. Background

A.) Members are reminded that the Branch and its affiliated Clubs are all not-for-profit entities. The Branch is also a registered charity with the Australian Charities and Not-for-profits Commission (ACNC) and under the *Charitable Fundraising Act 1991 (NSW)* (the Act).

B.) The Branch and its affiliated Clubs are prohibited by their respective constitutions from conducting their affairs so as to provide monetary gain for their members unless a contract for services and/or employment is entered into between the parties specific to the nature of services to be provided.

C.) An individual member should NOT derive a profit or monetary gain either directly or indirectly from their Club or the Branch save for circumstances noted in point B above. Should the Branch or any Club act contrary to this, its not-for-profit, tax exempt status as well as charitable status may be affected. Such act would also be contrary to the Branch or Club's constitution and possibly breach the *Associations Incorporation Act 2009 (NSW)* (the AIA).

4. Providing Services for other SLS Entities

i.) Should any individual member wish to provide services to either the Branch, their Club or any other Surf Life Saving Club and/or Surf Life Saving New South Wales (SLS NSW) for financial gain:

(a) that member must enter into a contractual agreement as per point B above with the Club, the Branch or SLS NSW.

(b) the engaging Club, the Branch or SLS NSW should understand and comply with its obligations under taxation, work health and safety, insurances or any other act or legislation related to the contracting and/or employment of the individuals, and

(c) that member must not source and utilise any SLS assets from another Club, Branch or SLS NSW to enable them to fulfil the contract of service. For the absence of any doubt and by way of example, if a member was contracted to provide water safety services to a Club or at any SLS sanctioned event, they are prohibited from utilising SLS assets from another club to enable them to fulfil that contract. Any use of SLS assets shall be properly agreed and documented between the event organiser and the Club, the Branch or SLS NSW providing the assets.

Annexure A

ii.) Should any individual member of a Club, the Branch or SLS NSW be providing services on behalf of their own Club or the Branch or to any other Club, Branch or SLS NSW:

(a) if the member is to receive a payment, that member must enter into a contractual arrangement as noted in B above, with their Club, the Branch or SLS NSW.

(b) that member cannot receive any payment directly from the Club, the Branch or SLS NSW to whom the services are being provided.

(c) any payment for the services must be made directly to the member's own Club or the Branch or to SLS NSW. This payment MUST not be made "via" the member in any way or form, and

(d) the provision of services and any payment for those services must be subject to a services agreement between the relevant Clubs, the Branches and/or SLS NSW.

iii.) Should any individual member of a Club, the Branch or SLS NSW be providing services on their own behalf to a non-SLS entity (i.e. a company or other organisation) it is expressly prohibited that any SLS asset is utilised to deliver those services. For the absence of any doubt and by way of example, if an individual member was providing private water safety services to a private client, they must not use or utilise any SLS power-craft, rescue boards, first aid equipment, etc as part of fulfilling that service.

iv.) Should the Club, the Branch or SLS NSW provide services to non-SLS entities (i.e. a company or other organisation) the engagement of SLS members to provide that service should either be by way of them volunteering, or if they are to be paid, then a proper arrangement be entered into in accordance with point B above.

v.) Members should be aware that should they act contrary to the above, they place themselves and their Club, the Branch or SLS NSW at risk from an insurance and iCare perspective and as noted, also place their Club, the Branch or SLS NSW's not-for-profit status at risk and may potentially impact SLS NSW's charitable fundraising status and authority.

5. Breaches

A Breach of this policy may result in disciplinary action being taken against the member as per the Surf Life Saving Australia Disciplinary Policy.

6. Variations

The Branch reserves the right, to replace or terminate this policy from time to time.