

# AGREEMENT



DATE:     /     /

## BETWEEN

- 1) Surf Life Saving Great Britain with Registered Charity No. 1015668 & Scottish Charity No: SC042339, whose Registered Office is at: Buckland House, Park 5, Harrier Way, Sowton, Exeter, EX2 7HU (company registration number 2678080) (SLSGB); and
- 2) .....  
whose registered office/ principal place of business is at:  
.....  
..... (the Organisation)

## BACKGROUND

- a) SLSGB provides training for life saving qualifications throughout Great Britain.
- b) The Organisation wishes to be accredited to SLSGB so that it may offer life saving training in the locality in which it is based in Great Britain and overseas to its members or members of the public generally.
- c) The Organisation will be required to ensure that, prior to entering into this agreement, there are sufficient assessors available in the area for the Training that the Organisation intends to provide and that sufficient beach space is available from which the Organisation intends to provide any course. The availability of beach space applies to the Organisation's usual area for teaching and any secondary or 'back up' area.
- d) In the interests of safety, SLSGB will not grant training accreditation to an applicant that is not able to show that:
  - it has available beach space alongside existing clubs, associations or training providers; and
  - assessors are available for the proposed courses of the Organisation; and
  - it has at least one full time Trainer available to provide the Training, and can ensure additional water safety cover when required.
  - it adheres to the guidelines provided in the national safety document.

## 1. Definitions

In this agreement the following words and phrases shall have the following meanings, unless the context otherwise requires:

- 'Fee'     the fee payable in accordance with clause 7 for the administration of the Organisation's accreditation to SLSGB (this fee shall not include any fees relating to Assessors costs, awards etc which shall be charged separately).
- 'Trainer' a person who is suitably qualified to provide the Training on behalf of the Organisation
- 'logo'    the logo of SLSGB, details of which appear in Schedule 1
- 'name'    Surf Life Saving Great Britain.
- 'Term'    the calendar year in which this agreement is signed

'Territory' the premises and training area notified by the Organisation to SLSGB at the start of this agreement and such other training area SLSGB agrees in writing from time to time provided that no area in which another Organisation accredited by SLSGB shall be approved.

'Training' the training schemes created by SLSGB for the awards as set out in Schedule 2.

## **2. Purpose**

The purpose of the agreement is to set out the terms upon which the Organisation may be accredited to SLSGB in order to offer the Training.

## **3. Pre-Contractual Requirements**

It shall be a condition precedent of the Organisation entering into this agreement that:

- 3.1 the Organisation demonstrates that it has adequate beach area from which to provide the Training taking into consideration other clubs, associations and training providers that operate in the area; and
- 3.2 the Organisation provides written evidence from each and every Surf Life Saving Club on whose beach(es) it intends to operate, that they approve of your application to provide Training on their beach. This evidence must be submitted with your application before accreditation can be considered.
- 3.3 the Organisation advises SLSGB of any overlap in location with any other provider.
- 3.4 the Organisation advises SLSGB of any intention to operate internationally and provides evidence of the permission granted from any ILS member in that location; see [www.ilsf.org](http://www.ilsf.org) for full member listing.
- 3.5 the Organisation provides the names of at least one current SLSGB Trainer who will be used to deliver its training and provide safety cover, any changes of Trainer(s) during the period of this agreement must be notified in writing prior to any other Trainer's being used.
- 3.6 the Organisation provides copies of current and adequate insurance cover, ensuring Public Liability and Employers Liability are covered for their business if deemed appropriate.

Failure by the Organisation to meet either of these conditions prior to making its application to SLSGB shall result in the Organisation's application being refused. If the Organisation misrepresents to SLSGB that it has met the conditions set out above in its application, SLSGB shall be entitled to suspend this agreement until such time that it is satisfied that the Organisation has met such obligations.

## **4. Sub-licence**

In consideration of the undertakings given by the Organisation in this agreement, SLSGB hereby appoints the Organisation as its non-exclusive licensee to use the SLSGB name and logo in connection with the Training in the Territory for the Term on the terms of this agreement and in accordance with the SLSGB Branding Guidelines document.

## **5. Obligations of the Organisation**

The Organisation undertakes with SLSGB that it shall:

- 5.1 Provide the Training in accordance with the award scheme and training documentation issued by SLSGB from time to time.
- 5.2 Provide adequate, safe and necessary facilities for both the Organisation's employees and students in relation to administration, storage of equipment, changing, toilets and security of personal property. SLSGB shall have the final decision whether the facilities provided by the Organisation are adequate, safe and necessary in the case of any disagreement between the parties.

- 5.3 Ensure that prior to any assessment taking place, the Organisation has available for use all necessary equipment including, oxygen equipment, rescue boards (not swell boards, which although acceptable for training are not suitable for use during assessment) and such other equipment that SLSGB may stipulate from time to time, all in good, serviceable condition (as per the inspection criteria).
- 5.4 Comply at all times with such legislation in force from time to time appertaining to premises and employees (whether full time, part time or casual) including but not limited to legislation relating to health and safety, employment rights and discrimination.
- 5.5 Comply at all times with such legislation in force from time to time appertaining to students or persons (other than employees) and such policies of SLSGB from time to time (the current training policy being the policy at Schedule 6), displaying such documents or notices that are necessary under such legislation or policies in a prominent position.
- 5.6 Comply with the administrative procedure of SLSGB from time to time (the current administrative procedure being that attached at Schedule 4).
- 5.7 Seek professional advice to ensure that their insurance programme is appropriate for the business – covering all relevant activities and with appropriate limits of indemnity (levels of cover). Insurance covers to be maintained, if appropriate to the business, are: Professional Indemnity, Public Liability and Employers Liability. SLSGB may ask for sight of insurance certificates as part of the accreditation process.
- 5.8 Ensure that the employees or any other persons engaged by the Organisation as a coach, Trainer or assistant thereto hold such current SLSGB qualifications (or such equivalent qualifications as approved by SLSGB) that are appropriate and relevant to the skills required and shall not allow anyone unqualified to supervise the Training. Any person involved with the Training of students under the age of 18 years have clearance from the Criminal Records Bureau or such other body that is able to provide a comprehensive review of the person's criminal record that SLSGB approves.
- 5.9 At the written request of SLSGB, replace without delay any coach, Trainer or assistant thereto who is engaged by the Organisation to provide the Training.
- 5.10 **Ensure that the Organisation has appropriate equipment used in and necessary for the teaching of lifesaving skills which is safe and which has been regularly and correctly maintained. SLSGB shall have the final decision whether such equipment is safe, necessary and properly maintained in the event of any disagreement between the parties.**
- 5.11 Ensure that suitable safety provision is provided by qualified persons when water skills are being taught or examined.
- 5.12 Apply and receive approval from SLSGB for such awards for which the Organisation wishes to provide Training prior to the Organisation advertising any courses for such awards.
- 5.13 Not bring the name or the logo into disrepute in any way whatsoever and that none of its activities or those of any subsidiary or holding company are or will be inimical to the activities of SLSGB.
- 5.14 Ensure that at all times during the course of this agreement has at least one full time Trainer available to provide the Training. **If the Organisation fails to comply with this clause 5.14 SLSGB shall suspend this agreement and the Organisation shall not be entitled to provide any Training until such time that the Organisation complies.**
- 5.15 Only employ the qualified assessors approved by the regional life saving officer within SLSGB ("RLSO") and shall not offer any course before confirming with the RLSO that an assessor is available to assess such course. The Organisation must pay the relevant fee for each assessor (which at the date of this agreement is a recommended £100.00 per assessor) and provide evidence of such payment to SLSGB on request.

- 5.16 Provide such information to SLSGB that SLSGB requires relating to the number of people undertaking the Training, the facilities from which the Organisation proposes to carry out the Training, the dates on which the Organisation proposes assessments to take place (including any proof that SLSGB requires of confirmation to the Organisation by the RLSO that an assessor is available) and such other information that SLSGB requests from time to time.
- 5.17 Attend a yearly (or when invited) consultation with SLSGB, in order to maintain awareness of standards and feedback on the Training Centre affiliation involvement with SLSGB.

## **6 Obligations of SLSGB**

SLSGB shall:

- 6.1 Use reasonable endeavours to provide the Organisation with such documentation and information relating to the Training so that the Organisation can deliver the Training.
- 6.2 Upon reasonable notice, arrange for Assessors to attend the Organisation's premises to assess individual candidates that have been notified to SLSGB and who have paid such sums payable in respect of the assessment consequent upon the Training.
- 6.3 Attend the premises of the Organisation once during the year for the purposes of carrying out the inspection under Clause 8 of this Agreement.
- 6.4 Issue Certificates for the candidates who have passed the assessments referred to at Clause 6.2 above provided that SLSGB has received:
- 6.4.1 complete and accurate paperwork relating to the candidates as SLSGB requires; and
- 6.4.2 such fees and expenses payable in respect of the assessment for the candidate.
- 6.5 Record the assessment results of each candidate for future reference.
- 6.6 Endeavour to advertise the Organisation within appropriate marketing streams.

## **7 The Fee**

- 7.1 The Organisation shall pay to SLSGB the Fee of **£200** plus VAT on the first day of this agreement.
- 7.2 The Organisation shall reimburse SLSGB such fees that SLSGB incurs in relation to training materials, awards, Assessors and such other fees that are incidental to the Training at the prices notified to the Organisation by SLSGB from time to time (the current award fees being those set out in Schedule 5 at the date of this Agreement).

## **8 Inspection**

The Organisation hereby grants SLSGB a licence to enter any premises occupied by the Organisation where Training is provided at any time, with or without notice during the hours that the Organisation has informed SLSGB that the premises shall be open, for the purpose of reviewing and assessing the premises and/or Equipment and/or Training. If an inspection is required as the result of a complaint or concern, the organisation will be required to pay the full costs involved.

## **9 Term and Termination**

- 9.1 SLSGB shall be entitled to terminate this agreement forthwith if:
- 9.1.1 The Organisation fails to pay any sum due to SLSGB after the due date and SLSGB has given the Organisation 30 days written notice requiring it to pay and the Organisation has failed to pay in the 30 day period.

- 9.1.2 The Organisation does anything which in the reasonable opinion of SLSGB brings or is reasonably likely to bring the name or logo or reputation of SLSGB into disrepute.
- 9.1.3 A resolution is passed for the voluntary or compulsory liquidation of the Organisation or a receiver is appointed over all or part of its business or if the Organisation as an individual has a bankruptcy petition presented against him or her.
- 9.1.4 The Organisation materially breaches this agreement which, if capable of remedy, has not been remedied within 14 days of the breach. For the avoidance of doubt a breach of any obligations in clause 5 shall be a material breach.
- 9.2 If this agreement is terminated for any reason the Organisation will no longer be authorised to use the name and logo and will cease immediately the provision of Training
- 9.3 Upon termination of this agreement, whether the Term lapses and is not renewed or termination takes effect under this Clause 9, the Organisation shall cease to be accredited with the SLSGB.
- 9.4 Notwithstanding termination of this agreement clauses 5, 6 and 11 shall survive termination.
- 9.5 Either party shall be entitled to terminate this agreement on 90 days notice [provided that no refund shall be payable by SLSGB to the Organisation in respect of the Fee or any part thereof upon termination by the Organisation].
- 9.6 This agreement is valid only for the calendar year in which it was approved and shall terminate at the end of the Term.

## **10 Warranty**

- 10.1 The Organisation warrants that:
  - 10.1.1 If it is a charity, it has complied with the Charities Act 1993 (as amended or replaced) and such other legislation governing charities from time to time.
  - 10.1.2 If it is a limited company or limited liability partnership, it has filed such documents that it is required to file at Companies House in accordance with the Companies Act 2006.

## **11 Indemnity**

The Organisation agrees to indemnify SLSGB in respect of any costs, claims, loss or liability whatsoever suffered by SLSGB (including reasonable legal costs and disbursements) as a result of any breach by the Organisation of any of the terms of this agreement

## **12 Liability**

The Organisation shall use all endeavours to ensure that its trainers, coaches, assessors and lead volunteers are all appropriately trained and that its members are adequately insured for all liabilities they may be exposed to in carrying out their work under the terms of this agreement. The Organisation will be monitored by SLSGB by way of a once yearly inspection, to check whether the Organisation is adhering to the safety and other standards of SLSGB.

The Organisation must ensure that the qualifications of their trainers, coaches and assessors are kept up to date and also ensure that they maintain the standards laid down by SLSGB from time to time.

SLSGB shall not accept responsibility for any claims, costs, losses or liabilities of whatever nature that may arise because the Organisation fails to comply fully with the terms of this agreement or is negligent in carrying out their training activities and SLSGB excludes liability to the fullest extent permitted by law for any such liabilities that may arise.

For the avoidance of doubt SLSGB does not exclude liability for personal injury or death caused by SLSGB's negligence.

### **13 Dispute Resolution**

- 13.1 In the event of any dispute between the parties as to this agreement or the carrying into effect of it or otherwise in relation to the relationship between the parties the same shall be referred to a Barrister of not less than 10 years' call ("**the Barrister**") who shall act as an expert and not as an arbitrator.
- 13.2 The Barrister shall afford each of the parties the opportunity to make representations in writing to him and shall be able, at his absolute discretion, to afford the parties the opportunity to make such representations orally to him but shall otherwise determine his own rules of procedure.
- 13.3 The Barrister shall be appointed by agreement between the parties or, failing agreement, on the application of either party made to the Chairman of the Board of Directors (or any other Officer thereof having the delegated authority to make such appointments).
- 13.4 The Barrister shall communicate his decision in writing to the parties and thereupon it shall become final and binding upon them.
- 13.5 The costs of the determination by the Barrister shall be borne by the parties on an equal basis.

### **Confidentiality**

- 13.6 SLSGB agrees with the Organisation and the Organisation with SLSGB, to treat as secret and confidential and not to at any time, for any reason, disclose or permit to be disclosed to any person or persons, or otherwise make use of or permit to be made use of, any information relating to the Organisation's or SLSGB's business affairs or finances (as the case may be) where knowledge or details of the information were received during the period of the agreement. This includes any information gathered or viewed through the access to the MIS, SLSGB's online database of membership information.
- 13.7 The obligations of confidence referred to in this clause shall not apply to any confidential information which:
- 13.7.1 is in the possession of and is at the free disposal of SLSGB or the Organisation, or is published or is otherwise in the public domain prior to the receipt of such information by SLSGB or the Organisation, or
- 13.7.2 is or becomes publicly available on a non-confidential basis through no fault of SLSGB or the Organisation, or
- 13.7.3 is received in good faith by SLSGB or the Organisation from a third party who, on reasonable enquiry by SLSGB or the Organisation, claims to have no obligations of confidence to the Organisation or SLSGB in respect of it and imposes no obligations of confidence upon SLSGB or the Organisation.

### **14 General**

- 14.1 This agreement is personal between the parties and the Organisation shall not assign the benefit of this agreement nor appoint sub-licensees.
- 14.2 No amendment or addition to this agreement shall be made unless made in writing and executed by the parties.
- 14.3 The parties are not partners nor joint venturers nor is the Organisation entitled to act as, nor to represent itself as, agent for SLSGB nor to pledge SLSGB's credit.
- 14.4 This agreement shall be governed by the laws of England and Wales.
- 14.5 Neither party shall be liable for any breach of any term of this agreement that is the result of any clause beyond the reasonable control of the party in breach.

- 14.6 Any notice to be served on any of the parties shall be sent by pre-paid recorded delivery or registered post or by telex or facsimile transmission to the address above (or such other address as may be advised from time to time) and shall be deemed to have been received within 72 hours of posting or 24 hours if sent by telex or facsimile transmission to the correct number of the addressee.
- 14.7 If any provision of this agreement is held by a court or other competent authority to be unlawful, void or unenforceable, it shall be deemed to be deleted from this agreement and shall be of no force and effect and this agreement shall remain in full force and effect as if such provision had not originally been contained in this agreement. In the event of any such deletion the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

**AS WITNESS** the hands of the parties

**SIGNED** by .....

For and on behalf of .....

SLSGB .....

**SIGNED** by .....

For and on behalf of .....

the Organisation .....

Logo





**SCHEDULE 2**

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**Qualifications & Awards list and fees**

[These can be found in the Qualifications & Awards Guide publication.]

**SCHEDULE 3**

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**Application Form**

See attached

## SCHEDULE 4

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### Qualifications & Awards Administration Procedure 2012

Please follow this administration process. If you have any queries please refer to the user guide for the MIS or contact the Education Administrator at the office, [education@smsgb.org.uk](mailto:education@smsgb.org.uk)

#### **At least 14 days before the course starts**

[Please note: this is only relevant for awards where manuals are required. Not all awards require a manual]

- Trainer/Organiser order manuals on MIS
- Trainer/Organiser submits payment for manuals (on MIS or by cheque)
- Awards Administrator confirms payment for manuals has been received
- Courier will dispatch manuals, within 2 weeks of order being placed



#### **At least 7 days before the course starts**

[Payments are to be made by the start date for the course. RLSO/NLSO/Education Administrator to approve course within 48 hours of submission]

- Trainer/Organiser registers new course on MIS
- Trainer/Organiser submits course for Approval
- RLSO checks and approves course



#### **At least 7 days before the course starts**

[This allows time for the payments and/or new memberships to be received and processed and for the RLSO or Education Administrator to make any online approvals]

- Trainer/Organiser confirms assessors for course (if not provided previously)
- Trainer/Organiser enrolls candidates onto course
- Trainer/Organiser submits payment for candidates (on MIS or by cheque)
- Awards Administrator confirms payment for candidates has been received and course can proceed



### After the course

- Assessor confirms assessment for each candidate
- RLSO verifies assessment, dependent on award type.
- Electronic certificates are sent to candidates immediately after course, following verification from RLSO or NLSO. Hard copies are sent to candidates in three month cycles.
- If a candidate is referred they may represent themselves for assessment of the referred elements within 3 months of the original assessment date. A proficiency test fee is applicable.
- A candidate who receives 4 or more referrals during the assessments will be deemed to be not yet competent and will require additional training before re-presenting for a full assessment. A full qualification fee will apply for the re-assessment.

## SCHEDULE 5

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### **Training Accreditation Policy**

The definition of commercial is: (a course or event) where an individual(s) or external organisation (as opposed to an affiliated club) stands to gain profit, beyond legitimate expenses.

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### **Affiliated Clubs**

SLSGB affiliated Clubs may offer awards and courses to members & non-members for financial reward so long as the club and not the individual stands to benefit from any funds raised.

Non-members costs should include a 'contribution/day membership' to the Club, names and addresses must be recorded.

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### **Not-for-profit Organisations i.e. schools, colleges, military**

The Association seeks to ensure that individual(s) or external organisations offering not-for-profit courses have adequate safeguards and insurance cover in place.

These individual(s) or external organisations must apply for Training Accreditation.

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### **Commercial Organisations/Accredited Training Centres**

The Association seeks to ensure that individual(s) or external organisations wishing to offer SLSGB awards and run commercial courses have adequate safeguards and insurance cover in place.

Trainers, Assessors or Coaches earning over £5,000 per annum for their role must register as a commercial provider/training centre and are not covered by SLSGB insurance.

These individual(s) or external organisations must apply for Training Accreditation.