
Contract for Services

Form 4 is a blank contract for service document. This blank contract must be used as a standard agreement for the provision of serviced at non SLS EVENTS. This document has been designed to adequately protect both Surf Life Saving and the club from all areas of risk exposure. The template is designed so that the club can customise the agreement according to the scope of service/involvement.

Even though insurance policies are maintained, state policies have an excess payable on any claim made. The third party (event organiser) or in its absence the club, will be responsible for meeting all State claim excess amounts on any claim made against its policies. The excess amount is \$1,500 per claim.

The agreement also makes provision for clubs to receive a 50% deposit from the event organiser at the time of signing the agreement. It is recommended that clubs should not proceed with service until the deposit has been received.

Clubs must request that the event organiser note the club and state as interested parties on public liability, professional indemnity and personal accident insurances held by them for the event.

Contract for Service (*continued*)

This Agreement is dated *[Insert date]*

Parties

[Insert name] Surf Life Saving Club Inc of *[Insert Address]*, (“Club”)

and

The Party Set Out In Schedule Item 1 (“Event Organiser”)

Recitals

- A. The Event Organiser wishes to conduct the event at the locations and on the dates specified in the schedule (“the Event”).
- B. The Event Organiser requires water safety services in accordance with the requirements set out in schedule item 5 in respect of the Event (“the Services”).
- C. The Club has agreed to provide the Services to the Event Organiser on the terms of this agreement.

It is agreed as follows.

1. Term

This agreement commences on the date that it is signed by the parties and will continue until one month following the date of the Event unless terminated earlier in accordance with this agreement.

2. The Services

The Club agrees to provide the Services during the Term in accordance with the terms of this agreement.

3. The Fee

In consideration of the Club providing the Services to the Event Organiser, the Event Organiser will pay to the Club the Fee set out in schedule item 6; 50% payable upon signing of this agreement .

4. Warranties

The Club represents and warrants to the Event Organiser that the Services will be carried out in a proper, competent and professional manner by appropriately qualified personnel.

The Event Organiser represents covenants and warrants that:

- a) Notwithstanding anything in this agreement it will be, and will remain, responsible for all obligations and liabilities associated with the Event;
- b) It will at all times remain responsible for the financial viability of the Event and all financial results of the nt plan for the Event;
- c) It will provide a copy of the final risk management plan for the Event to the Club at least 6 weeks prior to the date of the Event; and
- d) It has secured all necessary permits, approvals and licences (“Approvals”) from third parties necessary to conduct the Event at the Event location, and that copies of all Approvals will be provided to the Club on signing this agreement.

5. Termination

Either party may immediately terminate this agreement by written notice to the other party on any of the following grounds .

- a) For convenience, on provision of 14 days notice.
- b) The other party breaches a provision of this agreement and has not remedied that breach within 7 days after service of notice of the breach from the party giving notice of its intention to terminate;
- c) The Club may terminate this agreement immediately if, in the reasonable opinion of the Club, the Event has been poorly organised to the extent that the Club’s personnel may be placed at risk in providing the Services or any part of them .
- d) Where the Event Organiser terminates this agreement deposit fees will not be returned.

6. Club’s Right to Withdraw Services

The parties agree that:

- a) The Club has the right to withdraw its provision of the Services up to and on the day of the Event if at anytime it considers that the Event Organiser, by virtue of its decisions and actions, has or is likely to place at risk the health, safety or livelihood of the Event participants or any Club personnel; and
- b) In the event of the withdrawal of Services under clause 6(a) the Club shall be in no way responsible for any costs or losses incurred by the Event Organiser as a result of the Services being withdrawn, but shall not be entitled to the Fee.

7. Insurance

- a) The Event Organiser must secure and maintain throughout the Term both public liability and professional indemnity insurance, noting the interests of the Club for the level of cover specified in schedule item 7, and agrees to provide the Club with a copy of such insurance cover at least three months prior to the date of the Event.
- b) The Club agrees to secure and maintain its own insurance to cover any liability of the Club arising from the provision of the Services by it .
- c) In the event that a claim is made against the SLS State Public Liability Insurance Policy as a result of the States involvement in the sanctioned event, the Event Organiser will be liable to the State Centre for the Public Liability Policy Excess. The amount of the excess will be advised to you.

8. Participant Declarations

The Event Organiser agrees to require each participant in the Event to execute a declaration releasing the Club and Surf Life Saving from any liability arising from the Club's provision of the Services in a form acceptable to the Club, and at least incorporating the wording set out in schedule item 8.

9. Indemnity

The Event Organiser agrees to indemnify, and keep indemnified the Club and State Centre, their volunteers, members, employees, contractors and agents against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against the Club and / or SLS State Centre arising out of the breach or performance by the Event Organiser of its obligations under this agreement or the negligence of the Event Organiser, its agents, employees or any sub-contractor or any other person for whose acts or omissions the Event Organiser is vicariously liable and also against any action, claim or demand by the Event Organiser's employees or agents or their personal representatives or dependants arising out of the performance of this agreement .

10. Relationship of Parties

Nothing in this agreement shall operate or be deemed to create a partnership, joint venture or association of any kind between the parties or shall render them liable for the debts or liabilities incurred by the other party .

11. Governing Law and Jurisdiction

The parties acknowledge that this agreement is legally binding and shall be governed by the laws of the particular State. The parties unconditionally submit in connection with the agreement to the jurisdiction of the Courts of that State.

12. Force Majeure

No party shall be responsible or liable to the other party for, nor shall this agreement be terminated as a result of any failure to perform any of its obligations hereunder (with the exception of payment of monies due and owing) to the extent and for the period that such failure results from circumstances beyond the control of the party.

SIGNED for and on behalf of the Club by)
[Insert Name] as its duly authorised)
representative in the presence of:)

Witness (signature)

Name of witness (please print)

SIGNED for and on behalf of the Event by)
Organiser by [Insert Name] as its duly)
authorised representative in the presence)
of:

 Witness (signature)

 Name of witness (please print)

Contract for Service (continued)

Schedule

Item 1 – Event Organiser:
 <Clubs to insert>

Item 2 – Event:
 <Clubs to insert>

Item 3 – Event Location:
 <Clubs to insert>

Item 4 – Event Date(s):
 <Clubs to insert>

Item 5 – The Services:
 (please mark services provided with a X)

Responsible for	X	X	X
Checking for hazards		Design of the course	Crowd Control
Marking / removing hazards		Setting the course	Briefing / warning competitors
First Aid		Surveillance and rescue	
Other (please describe):			

Item 6 – The Fee:
 < Clubs to insert>

Item 7 – Insurance Cover:
 State Public Liability, Professional Indemnity and Personal Accident Certificate of Currency Event Organiser Public Liability, Professional Indemnity and Personal Accident Certificate of Currency