

BY-LAW NO. 2

SUBJECT: SURF SPORTS FUNDING ASSISTANCE PROGRAM

COMMENCED: Draft re-write of BoSS Subsidy Policy as By-Law

**LAST UPDATE: Discussed and endorsed as amended at Special General Meeting
02 February 2019**

1. FUNDING ASSISTANCE

(a) Funding assistance for Surf Sports related training may be available to members for the following:

- (i) Swimming fees for specialist coaching;
- (ii) Athletics training under an approved Athletics coach;
- (iii) Acquisition of a racing ski or competition racing Malibu Board for personal use;
- (iv) Allocation of club-owned craft for the season.

(b) Other forms of training or coaching fees that may be approved by the Board of Management.

2. LEVEL OF FUNDING

(a) The level of funding available for the Assistance Program will be as provided for in the Club's annual budget.

3. FUNDING ELIGIBILITY

(a) Funding assistance for swimming can be applied for by U14, U15, U17, U19 and Open Members of the club;

(b) Funding assistance for other disciplines can be applied for by U14, U15, U17, U19 and Open Members of the club;

(c) Funding assistance is not available for Masters competitors;

(d) To be eligible the member must have performed their Club patrol and/or Club competitive obligations for the past season;

(e) Members are entitled to make application on an annual basis.

4. APPLYING FOR FUNDING

(a) All applications for funding assistance will be determined by the Board of Surf Sports, which will base its decisions on the Member's:

- (i) Record of competition in surf carnivals;
- (ii) History of qualifying for State or Australian surf carnival finals;
- (iii) Consistency of attendance at carnivals;

- (iv) Approach and application to training;
- (v) Compliance with the patrol, membership and other obligations of the Club;
- (vi) Potential for improvement in performance outcomes;
- (vii) Previous funding assistance applications made by the Member;
- (viii) The standard of equipment being sought by the Member;
- (ix) Compliance with those matters outlined in Clause 7, By-Law 2 and Acceptance of Terms and Conditions for Funding Assistance.

(b) Applications must be submitted to the Board of Surf Sports by the advertised due date. No late applications will be considered;

(c) Receipts for swim fees, athletics training or other approved forms of training or coaching fees shall be submitted for cash flow purposes at the end of each quarter (31 December, 30 March and 30 June) to the Director of Finance & Resources and will be paid as determined by the Board of Management;

(d) All receipts for a given season must be submitted after the conclusion of the Australian Surf Life Saving Championships and for the purposes of 4(a) (i)-(v), the relevant period for consideration will be that current season;

(e) Applications for acquisition of craft will preferably be made prior to or early in any given season, and for the purposes of 4(a) (i)-(v), the relevant period for consideration will be the previous season.

4.1 Applications for Funding Assistance

(a) All requests for funding assistance must be made in writing to the Director of Surf Sports. The application must include information that demonstrates how the Member meets or otherwise addresses the matters provided for by Clause 4 (i)-(ix) and provides detail on the Member's goals for the season and beyond;

(b) The Director of Surf Sports will refer any application to the Board of Surf Sports for consideration and recommendation to the Board of Management;

(c) The Board of Management is not obliged to accept any recommendation of the Board of Surf Sports and any decision of the Board of Management is final.

5. CONDITIONS OF FUNDING ASSISTANCE

(a) Member obligations for ongoing payment of approved Funding Assistance will be subject to the following conditions:

- (i) the Member must comply with all patrol requirements;
- (ii) unless otherwise exempted by the Director of Surf Sports, the Member must compete in the Club Championships, Sunshine Coast Branch, State and Australian Championships and all other nominated carnivals as may be determined by the Director of Surf Sports and Team Manager;

- (iii) the Member must attend all relevant scheduled training sessions unless otherwise exempted by the Director of Surf Sports;
- (iv) the Member must attend nominated fundraising events as may be determined by the Director of Surf Sports, the annual SLSQ collection, the Club presentation night, and squad/team meetings unless otherwise exempted by the Director of Surf Sports;
- (v) the Member must compete in Club clothing in all team and individual events unless otherwise required by carnival rules. The Team Manager will advise in writing which carnival/s is/are exempt;
- (vi) As a representative of the Club the Member must not engage in any behaviour that is unbecoming or prejudicial to the objects and interests of the Club or is likely to bring the Club and or Surf Life Saving into disrepute.

(b) If the funding involves assistance to purchase craft, the level of funding available is for:

- (i) standard craft not individual customization; and
- (ii) a Malibu board, the member is required to obtain a cover for the board for use when in storage or when being transported to and from carnivals and or training; and
- (iii) subsidised craft must be washed down and stored in a rack within the Club's premises except when being held away from the Club premises for the purposes of travel to carnivals and or training; and
- (iv) it is the Member's responsibility to pay for repairs for any damage caused outside of competition or sanctioned club training, unless otherwise exempted by the Director of Surf Sports; and
- (v) the craft acquired remains at all times the property of both the Club and the Member proportionate to the financial contribution of each and may not be disposed of unless both the member and Director of Surf Sports agree.

(c) If the Member seeks to leave the Club (by virtue of a full or competitive transfer) and wishes to retain possession of the craft, he or she will be required to repay a proportion of the funding provided by the Club. If the member's departure occurs 6 months or less after the contribution is provided, the member is required to repay the full amount of the Club's funding prior to the transfer being approved;

(d) If the Member is provided assistance for swimming, athletics or other training or coaching fees and then seeks to leave the Club by virtue of a full or competitive transfer within 6 months of receiving the assistance, he or she will be required to repay the full amount of any assistance provided prior to the transfer being approved by the Club.

6. PAYMENT OF FUNDING ASSISTANCE

(a) On the recommendation of the Director of Surf Sports and/or Team Manager, funding assistance may be provided to a member in one of the following ways:

- (i) In a single payment at a time to be determined by the Director of Finance and Resources; or
- (ii) part-payments at times and in amounts to be determined by the Director of Finance and Resources.

7. NON-COMPLIANCE TO CONDITIONS OF FUNDING ASSISTANCE

(a) If a Member who has received funding assistance does not comply with the conditions outlined in Clause 5, the Board of Management shall have the power to:

- (i) withhold any payments referred to in Clause 6 not already paid; or
- (ii) terminate the arrangement; or
- (iii) resume the craft. Any craft resumed may also be reallocated to another competing Member at the discretion of the Director of Surf Sports.

(b) If a craft is resumed, the member is entitled to be reimbursed an amount equivalent to their equity in the craft. The amount to be paid will be based on a mutually agreed market value of the craft and if agreement cannot be reached, the amount to be paid will be based on a market appraisal of the craft;

(c) A Member in receipt of funding assistance is required to sign the Acceptance of Terms and Conditions attached to this By-law. In the case of a Member under the age of 18 years, a parent or guardian's signature is also required.

8. DISPUTE

In the event of a dispute about compliance with the provisions of Clause 7, Members may be called upon to provide substantiation of their attendance at Club training sessions, fundraising events, Board or committee meetings and/or sponsorship functions.

ACCEPTANCE OF TERMS AND CONDITIONS FOR FUNDING ASSISTANCE

I (print name)
of..... (address)
having been granted funding assistance by the Club as detailed below, acknowledge and agree that I will do the following –

1. Comply with all patrol requirements
2. Unless otherwise exempted by the Director of Surf Sports, compete in the club championships, Australia Day Carnival, SCC Branch, State and Australian Championships and all other nominated carnivals as may be determined by the Director of Surf Sports or Club Head Coach.
3. Attend relevant scheduled training sessions unless otherwise exempted by the Club Head Coach.
4. Not engage in any behaviour that is unbecoming or prejudicial to the objects and interests of the Club or is likely to bring the Club and or Surf Life Saving into disrepute.
5. If the funding involves assistance to purchase craft, be responsible for the payment for repairs for any damage caused outside of competition or official training unless otherwise exempted by the Director of Surf Sports.
6. If the funding involves assistance to purchase a Malibu board, obtain a cover for the board for use when in storage or when being transported to and from carnivals and or training.
7. If the funding involves assistance to purchase craft, wash down and store the craft securely in a rack within the Club’s premises except when being held away from the Club premises for the purposes of travel to carnivals and or training.
8. Not dispose of the craft without prior approval.
9. Attend nominated fundraising events, Club presentation night and squad/team meetings unless otherwise exempted by the Director of Surf Sports and or Club Head Coach.
10. Compete in club clothing in all team and individual events and wear club clothing when in attendance at the Australian Surf Titles.
11. Repay in full (if within 6 months) or in part any assistance or contribution provided by the club if I seek a full or competitive transfer after the assistance or contribution is provided.

I understand that if I seek a full or competitive transfer within 6 months of receiving any assistance or contribution from the club, approval for the transfer will not be provided until the monies are repaid in full.

I also understand that if I breach of any of these conditions, the Club has the right to terminate the funding and or resume the craft and re-allocate it another member.

I acknowledge that the craft remains the property of both myself and the Club at all times and that if I leave the club and wish to retain possession of the craft, I may be required to repay some, or all of the contribution made by the Club towards the craft’s purchase.

I also acknowledge that any funding assistance not already paid to me may be withheld by the Club if I breach any of these conditions.

.....
Member’s signature Parent/Guardian’s signature DOSS signature

Details of Funding Assistance

Amount: \$ Date paid:

Details of Craft (if applicable):