

**New Zealand Search and Rescue Council's  
Service Level Agreement  
with Surf Life Saving New Zealand  
for Frontline Water Safety Rescue and  
Prevention Services  
2023/24 to 2024/25**



**SURF LIFE SAVING<sup>®</sup>**  
NEW ZEALAND

# Surf Life Saving New Zealand Service Level Agreement

for the provision of frontline water safety rescue and prevention services

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## Parties

**Surf Life Saving New Zealand Incorporated**, an incorporated society established under the Incorporated Societies Act 1908 (**SLSNZ**),

and

**The Secretary for Transport** for and on behalf of the New Zealand Search and Rescue Council) (**NZSAR Council**)

together, being “the Parties”, and individually a “Party”.

## Strategic Context

- A The NZSAR Council provides search and rescue (SAR) specific strategic leadership and direction to the many organisations that make up New Zealand's SAR sector. The SAR sector aims to provide effective search and rescue services throughout New Zealand's SAR Region (NZSRR) and provide quick, effective, and efficient responses to people in distress. The NZSAR Council is responsible for ensuring that the SAR sector is aligned, coherent and cohesive. The NZSAR Council is chaired by the Secretary for Transport. The NZSAR Secretariat reports to the NZSAR Council and acts on the NZSAR Council's behalf in accordance with the NZSAR Council's directions.
- B SLSNZ provides, through its member Clubs (which are generally incorporated societies under the Incorporated Societies Act 1908), SAR capabilities in response to, and in support of, SAR operations coordinated by the Coordinating Authorities (the New Zealand Police and Maritime New Zealand (MNZ)).
- C SLSNZ has a separate service level agreement (SLA) with the NZSAR Council and the Coordinating Authorities (for the provision of SAR services. Under the SAR services SLA, SLSNZ receives Fuel Excise Duty (FED) funding to deliver SAR outcomes effectively and efficiently, be a sustainable and well-governed organisation, collaborate with the SAR sector and achieve the outcomes as described in that SLA.
- D SLSNZ also provides directly or through its member clubs a broader range of frontline water safety and response services to the public. These include (but are not limited to) providing beach patrols, water and recreation safety advice and information, medical assistance and advice, and support for incident control including communications. SLSNZ also undertakes a range of national support functions including stakeholder management, marketing, database management, member education structures and programmes, policy development, fund raising, health and safety systems, centralised purchasing, event support and communication networks.
- E Funding streams for the provision of a wide range of services have been impacted by the Covid-19 public health emergency. The Government has chosen to invest in SLSNZ to ensure critical frontline water safety rescue and prevention services (Frontline Prevention Services) are maintained at **Baseline Levels**. The Ministry of Transport (MoT) administers and monitors this investment through the NZSAR Secretariat.
- F Water Safety New Zealand (WSNZ) provides leadership to the water safety sector in New Zealand. WSNZ is an association of members in the water safety sector with an elected board and recruited management and administration team. WSNZ is an incorporated society with charitable status.

WSNZ works with water safety sector organisations, individuals, and the public to reduce the incidence of drowning and injury in New Zealand. WSNZ also part funds selected water safety organisations through a separate, competitive process.

- G SLSNZ is a core member of WSNZ. SLSNZ will support the Wai Ora Sector Strategy and contribute where appropriate to WSNZ initiatives to reduce the drowning toll.
- H In line with this Crown investment, this agreement includes requirements for transparency, cross-sector collaboration, and support, sharing of services, demonstration of value for money, and a collective approach to water safety sector issues.
- I To assist it achieve its goals, the NZSAR Council has agreed a set of NZSAR Funding Principles to be applied to the use of all Funds. The Funding Principles outline clear expectations for the use of public resources especially where they are disbursed to a third party for use. The Funding Principles set expectations for accountability, value for money, decision making integrity, and financial transparency. The NZSAR Council requires the Funding Principles to be applied to the regular reporting and monitoring requirements.
- J The SLA describes the necessary arrangements for the use of people and resources to achieve effective water safety outcomes and how SLSNZ will be supported to provide Frontline Prevention Services and deliver those outcomes. For each category of Funds arising under this SLA and detailed in Table One of Schedule 2, the initiatives that relate to those categories require a plan agreed in advance with the NZSAR Council that applies sound and proportionate project management principles.
- K The NZSAR Council seeks transparency in the sourcing of, and application of, direct or indirect government funding to SLSNZ from all sources. The NZSAR Council may consult with agencies funding SLSNZ from time to time.
- L The Parties enter into this SLA to set out the terms that apply to the use of the funds.

# Agreement

## 1 Term

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- 1.1 This SLA commences on 1 July 2023 for a period of two years and terminates on 30 June 2025 unless terminated earlier in accordance with Clause 10.
- 1.2 This SLA will be reviewed by the Parties at least three months prior to the termination date and at any other time if requested in writing by either Party.
- 1.3 This SLA may be extended for a further term by written agreement of the parties.

## 2 Purpose and Outcomes

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- 2.1 The purpose of this SLA is to secure Frontline Prevention Services that are provided by SLSNZ. To achieve this purpose the SLA will:
  - a) establish and promote a sound and collaborative working relationship based on mutual respect and goodwill between SLSNZ (at the national, regional, and local level), the NZSAR Council, WSNZ and other water safety sector partners, to achieve the outcomes set out in Clauses 2.2
  - b) describe the investment arrangements for supporting, developing, and maintaining Frontline Prevention Services capability for New Zealand by SLSNZ
  - c) describe and agree the Frontline Prevention Services to be provided by SLSNZ
  - d) ensure the Funding Principles are applied to achieve financial stewardship, collaboration, and transparency.
- 2.2 SLSNZ will use the Funds provided to deliver the Frontline Prevention Services that are detailed in Schedule 1 and to contribute towards achieving the following water safety outcomes to:
  - a) be a strong and sustainable, well-governed and robust organisation, which can provide efficient and effective Frontline Prevention Services
  - b) provide and maintain consistent, effective, and efficient Frontline Prevention Services in coastal areas where SLSNZ has available resources
  - c) work jointly together with WSNZ and other water safety sector partners
  - d) assist to raise public awareness of drowning prevention and enhance the community standing of the water safety sector

- e) ensure the funds contribute to achieving the NZSAR Council Goals. mitigating the NZSAR Council Risks and achieving the Water Safety Goals.
- f) apply the Funding Principles to ensure organisational sustainability, and financial transparency
- g) obtain and share agreed organisational, operational, performance, financial and safety data / information in a timely manner
- h) plan strategically and collectively to ensure the funds are applied to maximise effective water safety sector outcomes.

### **3 Relationship Management**

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- 3.1 The Parties agree this SLA is entered into with a view to maintain and enhance the existing harmonious and collaborative relationship to achieve the NZSAR Council's Goals and the Water Safety Goals.
- 3.2 The Parties agree to work collaboratively and co-operatively with water safety sector partners to seek sector wide efficiencies, work together to support shared services, and to support the combined water safety sector.
- 3.3 The Parties agree to work collaboratively and co-operatively with water safety sector partners to achieve the NZSAR Council's Goals, New Zealand's Water's Safety Sector Strategy, Wai Ora Aotearoa, and share agreed performance information.
- 3.4 The Parties recognise that this SLA is a living document and will proactively engage with each other to discuss delivery and expectations.
- 3.5 Each Party will provide an appropriate representative for any engagement required under this SLA to ensure the purpose as set out in Clause 2.1 can be achieved. Note engagement also includes, through reporting, providing both the granular<sup>1</sup> information needed by the NZSAR Council for its purposes and more macro information for the NZSAR Council to provide to the MoT.
- 3.6 Both Parties have a part to play in monitoring the implementation of this SLA.

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<sup>1</sup> Includes but is not limited to organisational staff and volunteer information such as age and diversity; demonstrated performance information: all revenue earned and costs and incurred: number and type of assets and the funding sources.



## **4 Services**

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- 4.1 Frontline Prevention Services are described in Schedule 1 and are to be provided in line with SLSNZ's policies, processes, and practices as appropriate to the situation.
- 4.2 SLSNZ must notify the NZSAR Council as soon as practicable where SLSNZ becomes aware of any circumstance affecting its capacity or ability to deliver existing frontline Frontline Prevention Services.
- 4.3 Throughout the year the Parties will monitor and discuss the initiatives funded by the SLA. Changes to initiatives timing, purpose, requirements, measures, and investment may be considered at any time and implemented following mutual agreement and written confirmation. Initiative objectives may not vary significantly from those approved by Cabinet without agreement.

## **5 Payment**

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- 5.1 Subject to NZSAR Council approval of the plans submitted by SLSNZ for the relevant initiatives, agreed payments of Funds to SLSNZ will be in accordance with Schedules 2 and 4.

## **6 NZSAR Funding Principles and Reporting**

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- 6.1 SLSNZ is responsible for ensuring the Funds are applied in accordance with the Funding Principles.
- 6.2 The funds will only be applied for the initiatives as described in Schedule 2 and agreed in advance by the NZSAR Council.
- 6.3 SLSNZ agrees to:
  - a) Meet the reporting and monitoring requirements set out in Schedules 1, 2 and 3, the Annual Letter of Intent and initiative plans as mutually agreed.
  - b) Ensure that annual financial statements are audited by a qualified auditor and copies of the auditor's report and annual accounts are provided to the NZSAR Council, as soon as practicable.
  - c) Authorise and direct its auditors to communicate with the NZSAR Council in response to questions the NZSAR Council may have in respect of information disclosed in the annual audited financial statements.

## **7 Annual Letter of Intent**

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- 7.1 Regular SLSNZ performance reports and the review meetings throughout the year will inform the content of the next Annual Letter of Intent.
- 7.2 The NZSAR Council and SLSNZ will undertake an annual review to discuss the progress made against the Annual Letter of Intent. The NZSAR Council will keep WSNZ informed of these discussions.
- 7.3 Following the annual review, the Annual Letter of Intent will be issued by the NZSAR Council to SLSNZ each year. The Annual Letter of Intent will be issued approximately mid-May each year.
- 7.4 The Annual Letter of Intent will:
- a) explain the NZSAR Council's intent and priorities for the use of the SLA Funds for the year ahead
  - b) summarise changes to initiatives agreed by the Parties throughout the year and document approved changes for the year ahead
  - c) set out the NZSAR Council priorities for SLSNZ to utilise the funds for the forthcoming financial year (1 July – 30 June annually)
  - d) set out new or changed information and performance information requirements
  - e) set out variations to the SLA, including to initiative objectives, delivery, timings, and performance measures
  - f) set out any amendments to processes, procedures, expectations or required information in relation to this SLA
  - g) include other elements as required.
- 7.5 SLSNZ will consider the matters raised in the Annual Letter of Intent and any proposed changes to the SLA and provide a written response to the NZSAR Council within 20 working days prior to the commencement of each financial year.
- 7.6 SLSNZ's written response should confirm all matters agreed (including the term of the SLA), address the matters raised in the Annual Letter of Intent, and outline any circumstances which may impact outyear delivery, and include the SLSNZ proposed organisational budget for the year, across all its initiatives.
- 7.7 In response to any matters which remain under negotiation the NZSAR Council will seek to discuss and resolve any matters in accordance with Clause 3. Once matters are resolved a final Annual Letter of Intent will be issued as required.

## **8 Health and Safety**

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- 8.1 The Parties acknowledge that the Health and Safety at Work Act 2015 (HSWA) applies to SLSNZ's activities. Each party will comply with the relevant aspects of the HSWA and any other legislation, standards, and codes of practice relating to health, safety and wellbeing and each Party will comply with their health and safety obligations set out in Schedule 5.

## **9 Failure to Perform**

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- 9.1 Where the NZSAR Council considers on reasonable grounds that the Frontline Prevention Services have not been provided in accordance with this SLA or the reporting requirements have not been met, they will as soon as practicable, notify SLSNZ.
- 9.2 In accordance with the principles set out in Clauses 3, the Parties will use reasonable endeavours to resolve these matters to the satisfaction of the Parties.
- 9.3 Where there remains a difference of opinion after attempts to discuss and resolve the matter and the NZSAR Council still considers on reasonable grounds that either the Frontline Prevention Services have not been provided in accordance with this SLA or the reporting requirements have not been met, the NZSAR Council may:
- a) require SLSNZ to remedy the deficiency at the SLSNZ's cost
  - b) withhold payment until the deficiency has been remedied, and/or
  - c) if the deficiency remains unremedied for an unreasonable amount of time or cannot be remedied, deduct as appropriate amount from a future payment and/or terminate the agreement.

## **10 Termination**

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- 10.1 Any party to this may terminate this SLA on giving six months' notice in writing to the other Party.
- 10.2 Any party to this SLA may terminate this SLA in accordance with Clause 17.2.
- 10.3 In the event of termination, SLSNZ will make a refund of funding paid or the NZSAR Council will provide a final invoice for payment by SLSNZ, to account for any funding paid or due, on a pro rata basis.

## **11 Privacy, Information and Confidentiality**

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- 11.1 The Parties must comply with their obligations in collecting, storing, accessing, disclosing, protecting, and maintaining any information that could identify an individual (“Personal Information”) in accordance with the Privacy Act 2020.
- 11.2 Subject to any applicable law (including those referenced in Clause 19), the Parties agree to:
- a) share information to enhance community safety, and
  - b) supply information on request in support of SLSNZ’s reporting obligations.
- 11.3 The Parties acknowledge that the MoT and the NZSAR Council are subject to the Official Information Act 1982 and information held by the MoT, the NZSAR Council, or by SLSNZ through this contractual arrangement, is subject to requests under this Act. Once agreed by all parties, this SLA will be proactively released to the NZSAR website. Each Party agrees to promptly advise the other parties of any request received under the Official Information Act 1982, prior to any disclosure being made under that request.
- 11.4 Any information provided by one Party to the other Party (including to their employees, volunteers, or agents) in relation to the performance of this SLA and the provision of the Frontline Prevention Services, must be treated as confidential information and must not be disclosed unless required by law or with the other Party’s prior written approval, unless such information is or was:
- a) at the time it was disclosed, generally available to, and known by, the public (other than because of a breach of this SLA)
  - b) available to, and legally and properly obtained by, the recipient on a non-confidential basis from a third party, or
  - c) required to be disclosed by law.
- 11.5 The Parties must ensure that Confidential Information always remains secure and access to such information is limited to personnel who reasonably require access in the performance of this SLA. The Parties must ensure that personnel who are provided access to Confidential Information are aware of and adhere to, the confidentiality obligations of this SLA.

## **12 Media**

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- 12.1 Each party agrees to advise the other Party, as soon as possible if it:
- a) becomes aware there is media or public interest in this SLA and its components, rather than the services being provided through the SLA

- b) issues a statement to the media or public about the SLA, rather than the services being provided through the SLA
  - c) issues a media or social media statement or comment that includes or mentions one of the other Party.
- 12.2 Parties' media and social media engagement should not cause reputational or organisational harm to the other Party.
- 12.3 Each Parties' NZ communications should, where appropriate, note the contribution both Parties, WSNZ, and water safety partners make towards the successful delivery of Frontline Prevention Services and the reduction of the drowning toll.

### **13 Insurance and Policies**

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- 13.1 SLSNZ must ensure that it has in place the appropriate insurance policies to cover risks related to the delivery of services provided under this SLA including protecting the Board, employees and volunteers and policies to:
- a) protect against loss of property and damage to third party property or persons
  - b) protect the loss or damage to property owned by the organisation / club, except when specific equipment is tasked that will likely result in the significant damage or destruction of the equipment.
- 13.2 SLSNZ must also ensure it has appropriate internal policies in place governing the provision of Frontline Prevention Services including for example, the use of equipment, code of conduct and health and safety.

### **14 Dispute Resolution**

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- 14.1 The Parties agree to act in good faith and use best endeavours to attempt to resolve any issues in relation to this SLA at the earliest opportunity with local representatives within 14 days of written notification of the matter. If the matter remains unresolved the Parties may refer the matter to senior representatives for resolution within 28 days of the matter being referred to them.
- 14.2 If the matter remains unresolved, the Parties may refer the dispute to mediation. Mediation shall proceed in a manner agreed to by the parties, acting reasonably.
- 14.3 If the dispute or difference remains unresolved after mediation, then the dispute must be submitted to arbitration in accordance with the Arbitration Act 1996.

- 14.4 All Parties are expected to continue to perform their respective obligations under this SLA during the resolution of any matter under this SLA.
- 14.5 The Parties will share the costs of the mediation or arbitration equally, or for arbitration, as determined by the arbitrators.

## **15 Variations**

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- 15.1 This SLA may only be varied by agreement in writing between the Parties.
- 15.2 This SLA is to be read subject to any Cabinet Directives or changes in law.
- 15.3 Where the Parties become aware of any changes to Government policy or instructions of the Minister(s) of the Crown or decisions affecting the purpose of this SLA, the Parties agree to inform each other as soon as practicable and to meet to negotiate any changes to this SLA where necessary.

## **16 Assignment and Contracting**

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- 16.1 Subject to Clause 15, SLSNZ may not transfer or assign any of its rights or obligations under this SLA or assign any aspect of the Frontline Prevention Services, unless all parties provide agreement in writing.

## **17 Force Majeure**

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- 17.1 No Party will be liable to any other Party for any failure to perform its obligations under this SLA during the time and to the extent that such performance is prevented, wholly or substantially, by reason of any **Force Majeure Event**.
- 17.2 Performance of any obligation affected by a Force Majeure Event shall be resumed as soon as reasonably practicable after the Force Majeure Event has ended or abated. If, by reason of a Force Majeure Event, a Party is unable to perform any material obligation under this SLA for a period of 30 days after the Force Majeure Event occurring, the other Party may, on giving written notice to the other Party, terminate this SLA.
- 17.3 The Party subject to the Force Majeure Event must:
- a) notify the other Party as soon as practicable after the Force Majeure Event occurs and provide full information concerning the Force Majeure Event, including the extent of its inability to perform, an estimate of the time likely to be required to overcome the Force Majeure Event and the steps the nonperforming party will take to comply with Clauses 17.3 (b) and (c);

- b) use all reasonable endeavours to mitigate and remedy the effect of the Force Majeure Event and minimise the impact of the event on the other Party; and
- c) use all reasonable endeavours to perform its obligations under this SLA as far as is practicable.

## **18 Legal Effect**

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- 18.1 Nothing in this SLA is intended to make either Party liable for the actions of the other Party or constitute any legal relationship between the Parties.
- 18.2 Nothing in this SLA may be construed to make any Party a partner, servant, agent, employer, or employee of any other Party.

## **19 Compliance with Laws**

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- 19.1 All Parties will comply with the provisions of all statutes, standards, regulations, and rules of any government, local or public authority that may be applicable to the provision of Frontline Prevention Services and this SLA.

## **20 Conflict of Interest**

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- 20.1 SLSNZ warrants that it has no actual or potential conflicts of interest and will not undertake any work either directly or indirectly which may place SLSNZ in a conflict of interest position with respect to provision of the Frontline Prevention Services.
- 20.2 If any Party becomes aware, or is notified of, any actual or potential conflict of interest during the term of this SLA, they will immediately notify the other Party.

## **21 Costs and Taxes**

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- 21.1 Each Party will bear its own costs of negotiating, preparing, and executing this SLA.
- 21.2 SLSNZ will be responsible for all taxation and ACC levies payable in respect of earnings and payments made by SLSNZ in the provision of the Frontline Prevention Services.

## 22 Notices

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22.1 The addresses for notices are:

### **New Zealand Search and Rescue Council**

Representative: NZSAR Secretariat Director

Address: 3 Queens Wharf  
Wellington 6011

Email d.ferner@nzsar.govt.nz

Phone: 021 249 0463

### **Surf Life Saving New Zealand**

Representative: Chief Executive Officer  
Surf Life Saving New Zealand

Address: Pelorus Sports House  
93 Hutt Park Road  
Lower Hutt 5010

Email paul.dalton@surflifesaving.org.nz

Phone: 04 560 0335

## 23 Survival

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23.1 On termination or expiry of this SLA, clauses relating to Confidentiality, Reporting, Official Information Act and Media will continue in full force and effect.

## 24 Waiver

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24.1 No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this SLA or to exercise any right or remedy consequent upon a breach shall constitute waiver of any such breach of any other covenant, duty, agreement, or condition.

## 25 Counterparts

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25.1 This SLA may be signed by the Parties in counterparts, all of which, when signed, will constitute the agreement between the Parties.

## 26 Definitions

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In this SLA (including the Schedules), the following definitions apply:

26.1 **Annual Letter of Intent** means the Annual Letter of Intent issued by the NZSAR Council and agreed with SLSNZ.



26.2 **Baseline Levels** are the 2018/19 service levels detailed in the Budget 2020 bid that are to be at least maintained with the Funds covered by this SLA. The 2018/19 service levels were 159,324 club patrol hours undertaken at 78 locations by 74 clubs over a collective 1440 weeks (an average 'season' of 19 weeks per club).

26.3 **Force Majeure Event** means an event or circumstance beyond the reasonable control of a Party which makes it impossible or illegal to perform, or prevents compliance with, or the performance of, a party's obligations under this SLA, including:

- a) fire, floods, tsunami, storms, tempest, earthquake or other act of God
- b) any act of a public enemy, war, riot, or act of civil or military authority
- c) nuclear, chemical, or biological contamination, and
- d) epidemic or pandemic
- e) any act of a third party engaged in subversive or terrorist activity or sabotage,

but does not include an event to the extent that:

- f) the effect of that event could have been substantially prevented, avoided, overcome or mitigated by:
  - i) implementation of any contracted business continuity or disaster recovery service, or any contingency plans agreed between the Parties or which a Party has represented it has in place, or
  - ii) exercising a reasonable standard of care, or
  - iii) using information provided by the other Party or which is available in the public domain, or
- g) it is an event:
  - i) for which the Party affected is or was directly responsible, or
  - ii) that event is caused by any act or omission of a Party's personnel, or
  - iii) that event is constituted or caused by an insolvency event.

26.4 **Frontline Prevention Services** means the frontline water safety rescue and prevention services as described in Schedule 1.

26.5 **Funds** means the funding approved by Government in respect of the Frontline Prevention Services to be provided under this SLA.

26.6 **Funding Principles** means the NZSAR Council Funding Principles set out In Appendix Two.

26.7 **NZSAR Council Goals** means the documented goals of the NZSAR Council set out in Appendix One.

26.8 **NZSAR Council Risks** means identified NZSAR Council risks and their treatments set out in Appendix Two.

26.9 **Water Safety Goals** means the goals and outcomes as described in the current version of the New Zealand Water Safety Sector Strategy, Wai Ora Aotearoa.

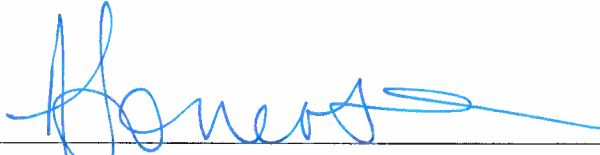
### Execution

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Executed as an agreement.

Date: 8 May 2023

Signed by the Secretary for Transport representing **the New Zealand Search and Rescue Council**



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Secretary/Authorised signatory

In the presence of:



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Witness signature

Witness name: Sharyn Forty  
Occupation: Executive Assistant  
Address: 3 Queens Wharf  
Wellington.

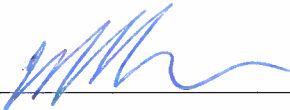
Signed by the Chief Executive Officer of **Surf Life Saving New Zealand Incorporated**



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Chief Executive Officer/Authorised signatory

In the presence of:



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Witness signature

Witness name: Michael Bassett-Foss

Occupation: Projects Director

Address: 32 Hardinge Rd, Napier

## Schedule 1: Services

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- 1 **Objective.** To ensure the Frontline Prevention Services provided by SLSNZ are maintained at Baseline Levels. This is not intended to preclude services changing in response to the changing needs of the public (such as altering patrol locations or hours) but rather reflect that there is no intention that with Crown investment that activity levels will increase.
- 2 **Outcome.** Crown investment via the Frontline Prevention Services SLA and the SAR Services SLA to SLSNZ for the provision of the services in point 3 below will secure and solidify existing Frontline Prevention Services to reduce New Zealand's drowning toll.
- 3 **Services to be provided.** SLSNZ will utilise the Crown investment provided by this agreement, and as detailed in Schedule 2, to ensure it is able to provide the following services:
  - a) **Frontline Prevention Services.** SLSNZ provides frontline water safety rescue and prevention services through beach patrols during the summer season.<sup>2</sup> These are provided on weekends by the individual agreements SLSNZ has with each Surf Life Saving (SLS) Club and midweek in the summer school holidays with funding from local Councils. These include, but are not limited to:
    - i) scheduled Beach Patrols including flagged areas with close supervision and roving patrols to cover wider areas
    - ii) provision of surf rescues, first aid treatments, searches and preventative interventions for beach goers and nearby members of the public
    - iii) working in conjunction with other emergency services (e.g., Police, MNZ, ambulance, helicopter rescue, Coastguard NZ and New Zealand Land Search and Rescue).
- 4 **Services supported.** Other services provided by SLSNZ that are enabled but not funded by this SLA's Funds include:
  - a) **Search and rescue services.** SLSNZ provides frontline SAR services as they are described, and in accordance with the SAR SLA between the NZSAR Council, SLSNZ, the New Zealand Police and MNZ.
  - b) **Other Frontline Prevention Services** provided by SLSNZ include:
    - i) beach education programmes partly funded by WSNZ

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<sup>2</sup> The summer beach patrol season is traditionally from Labour to Easter weekends but varies according to local conditions. Council funding for midweek services is at the discretion of the local Council and the level of funding determines the extent of the service provided.

- ii) beach safety programmes, including advice on public signage and rescue equipment
  - iii) third party Event safety services, such as for triathlons and open water swimming events.
  - iv) safety messaging to the public via media and other communication channels.
- 5 **Meetings, workshops and working groups.** Appropriate SLSNZ people will attend and support relevant water safety sector meetings and other fora at the local, district and national levels. This includes attending WSNZ, MNZ and NZSAR meetings, workshops and working groups. Provision will be made to attend online or via phone conference when physical attendance is not possible.
- 6 **Frontline Prevention Services information.** To ensure the purpose of the Crown investment is being achieved, high level reporting of the provision of Frontline Prevention Services by SLSNZ is to be provided. Details of the reporting requirements are in Schedule 3 and include activity and capacity reporting.

## Schedule 2: Purchasing and Planning

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- 1 **Purchasing.** Both Parties are responsible for and have a part to play in, the success of the SLA and its ongoing management. Effective purchasing will provide the basis for the assessment of service delivery, accountability for public money, informing reviews, and making decisions about how to proceed at the expiry of the SLA.
- 2 **Planning.** This SLA describes the necessary arrangements for the use of people and resources to achieve effective water safety outcomes. It also describes how SLSNZ will be supported to deliver those outcomes and contribute to a collective water safety sector, search and rescue sector, and reduced drowning toll.
- 3 Each initiative requires a clear governance approach which articulates agreed steps for planning, plan execution, oversight, milestones, responsibilities, collaborative opportunities, measures, reporting, budgeting, go / no-go points, and similar sound project management processes. SLSNZ will provide the project management and planning capability to ensure effective implementation of the initiatives.
- 4 The Funds are to be administered by the SLSNZ National Office and can only be applied to activities as described in Table One below.
- 5 **Exclusions.** The Funds may not be utilised for SLSNZ sports related activities, or for club activities that would directly generate commercial income (e.g., operating a café or restaurant).

**Initiative Funding Table**

Table One	
#	Initiative
1	<p><b>General Funding</b></p> <p><u>Purpose:</u> To provide a long-term sustainable revenue base to maintain delivery at existing levels for the lifesaving associated operational costs of SLS Clubs by reducing revenue uncertainty and providing seed funding to build up a regular donor base over time.</p> <p><u>Investment:</u> \$6,735,000 per annum for 2023/24-2024/25 and outyears This investment contributes to expenditure on:</p> <ul style="list-style-type: none"> <li>• Club rescue services costs (originally set to cover 70% of expenditure) across the SLS organisation in New Zealand as a whole, with allocations based on each Club's needs. Associated operating costs considered for funding include insurance, administration, direct costs of lifesaving services, lifeguard training, gear and equipment (minor and major) and special projects.</li> <li>• Reducing the revenue volatility to SLSNZ to enable it to plan with increased certainty and deliver with confidence agreed Frontline Prevention Services. This will typically be directed towards SLSNZ personnel or overheads. In 202/21 the funding was used to contribute to 73% of the salaries of 28 FTEs covering 31 key operational positions for SLSNZ and SLS Northern region and a share of club support services costs.</li> <li>• Fundraising programme support for building up a regular donor base over time,</li> </ul>

Table One

#	Initiative	Purpose, Investment and Planning
		<p><u>NZSAR requirements to include in the Plan:</u></p> <p>SLSNZ is to:</p> <ul style="list-style-type: none"> <li>• identify what the funding will be spent on in line with the purpose and the associated budget</li> <li>• develop the methodology used by SLSNZ to determine what level of support each SLS Club will receive of their annual rescue service costs</li> <li>• work towards annually providing a collated set of accounts for all of Surf Life Saving in New Zealand</li> <li>• identify relevant key performance measures (e.g., milestones or targets) and outcomes that can be used for reporting</li> <li>• any underlying assumptions, constraints and/or issues.</li> </ul>
2	Operating funding for capital purposes	<p><u>Purpose:</u> To provide a long-term sustainable revenue base for rebuilding or upgrading SLS Clubs. This will typically provide part-funding for several Clubs each year rather than be limited to one club. Rebuilt and upgraded clubs (including equipment and maintenance) enabling more efficient and effective frontline water rescue and prevention services, addressing a key challenge for service delivery and volunteer recruitment and retention.</p> <p><u>Investment:</u> \$2,750,000 per annum for 2023/24-2024/25 and outyears</p>



Table One

#	Initiative	Purpose, Investment and Planning
		<p><u>NZSAR requirements:</u></p> <p>NZSAR expects that SLS Club capital projects supported by this Crown investment will be:</p> <ul style="list-style-type: none"> <li>● focussed on capital works relating to the provision of Water Safety Services as described in Schedule 1 and prioritised for the highest needs of Water Safety Services to the public. Capital works that are directly related to providing a commercial activity (e.g., a café or restaurant) or benefit cannot be funded by this investment</li> <li>● proactive in shared development of community facilities and/ or working with other nearby community clubs or organisations (such as providing community toilet facilities or sharing the use with other community groups).</li> </ul> <p>SLSNZ is to provide:</p> <ul style="list-style-type: none"> <li>● a rolling three-year plan for SLS Club capital projects explaining the process and methodology used for evaluating support for capital projects</li> <li>● a detailed annual plan that proposes the capital projects to be supported by this Crown investment for the coming year. By project, this is to include:             <ul style="list-style-type: none"> <li>– an overview of the project, including project milestones, timelines, and reporting requirements</li> <li>– how it enables shared community development of the facilities. If shared development of facilities is not possible, this needs to be explained</li> <li>– what portion of the project will be funded by this investment, and the other sources of project funding.</li> </ul> </li> </ul> <p>Crown investment into SLS capital projects cannot commence until the detailed annual plan is agreed with the NZSAR Council.</p>

### Schedule 3: Reporting

This table reflects all activity and reporting frequency so SLSNZ and the NZSAR Council can track reporting over time. Unless specified, all reports described in the table below are to be provided to the NZSAR Secretariat.

Table Two		
#	Item	Reporting Frequency
1	<p><b>Reply to the Annual Letter of Intent</b></p> <ul style="list-style-type: none"> <li>as detailed in Clause 7 of this SLA.</li> </ul>	By 20 working days prior to 1 July
2	<p><b>SLSNZ Led Operational Activity Reporting</b> (contained in the quarterly activity report for the SAR Services SLA)</p> <ul style="list-style-type: none"> <li>Quarterly: a summary of SLSNZ non-SAR operations during the quarter, including SLSNZ volunteer hours</li> <li>Annually: a total summary of SLSNZ volunteer hours during the year and activity by type</li> </ul>	Quarterly
3	<p><b>SLSNZ Activity (non-SAR) Data</b></p> <p>As outlined in Schedule 1, to provide a baseline and then measure the delivery of existing operational Frontline Prevention Services provided by SLSNZ, an extract of SLSNZ (non-SAR) activity data will be needed.</p> <p>The SLSNZ activity data to be provided as an extract from the SLSNZ Information System in a format to be imported into the SARdonyx Information System for analysis. The details of the data to be extracted will be articulated in a separate data sharing agreement.</p> <p>SLSNZ is to provide quarterly updates of the agreed data elements in the agreed manner.</p>	Quarterly as per the SARdonyx data sharing agreement

Table Two

#	Item	Reporting Frequency
4	<p><b>SLSNZ Capacity Information</b>                      As outlined in Schedule 1, to provide a baseline and then measure the delivery of existing Frontline Prevention Services provided by SLSNZ, an overview of SLSNZ capacity will be needed.                      This will be provided as per the reporting requirement and details for the NZSAR Resource Database as described in the SAR Services SLA.</p>	<p>As per the SAR services SLA</p>
5	<p><b>Funded Initiatives</b>                      For the General Funding initiative <u>SLSNZ</u> will report covering:  <i>Pre-season report:</i> to be provided to the NZSAR Council by 1 November each year that:</p> <ul style="list-style-type: none"> <li>• outlines expected service delivery (as described in Schedule 1) by SLS Clubs for the coming year, showing season patrol durations by Club and beach</li> <li>• identifies how the annual investment will be disbursed among the SLS Clubs for the year</li> <li>• confirms SAR Squad details are up to date in the NZSAR Resource Database for out of patrol hours responses.</li> </ul> <p><i>Post-season report:</i> to provide the following information by 31 August each year:</p> <ul style="list-style-type: none"> <li>• summary of service delivery by each SLS Club. This summary to show the services as described in Schedule 1</li> <li>• extracts of SLS operational (non-SAR) data into SARdonyx as per the agreed data sharing agreement (refer Schedule 3).</li> <li>• a summary of the Crown investment to each Club to be included in the annual financial reporting for SLSNZ.</li> </ul>	<p>Quarterly</p>

Table Two

#	Item	Reporting Frequency
	<p><i>Quarterly reports covering:</i></p> <ul style="list-style-type: none"> <li>• how the investment has been used including progress against measures, outcomes, and budget with commentary on any variances</li> </ul> <p>For the <u>Operating Funding for Capital Purposes SLSNZ</u> will provide a:</p> <ul style="list-style-type: none"> <li>• quarterly reports detailing progress against the milestones and budget, including variance explanations.</li> <li>• a summary of the Clubs supported by this investment in the annual financial reporting for SLSNZ.</li> </ul>	
6	<p><b>Fundraising Investment</b></p> <ul style="list-style-type: none"> <li>• Submission of finalised funding investment key performance indicators within four weeks of the effective date of this SLA.</li> <li>• An annual updated of the fundraising investment key performance indicators at the end of each financial year of this SLA.</li> <li>• A summary qualitative and quantitative report outlining the effectiveness of the Government fundraising investment as at 31 August each year for the previous financial year.</li> </ul>	Annually
7	<p><b>Financial Information Report following Audit</b></p> <p>Surf Lifesaving New Zealand will provide Financial Reports (an annual report or equivalent, including the audited annual financial statements) and assurance that:</p>	As per the SAR services SLA

Table Two

#	Item	Reporting Frequency
	<ul style="list-style-type: none"> <li>• demonstrates that the SLA partner has complied with the required financial reporting under the appropriate Act (Incorporated Societies Act, Charities Act, etc.)</li> <li>• clearly shows how the Crown investment was applied during the year and how this compares with the budget (in the reply to the Annual Letter of Intent) provided to the NZSAR Council</li> <li>• affirms the SLA partner has complied with their written financial procedures.</li> <li>• the accounts are completed correctly (as per the legal requirements of the XRB and Charities Services)</li> <li>• the SLA partner has followed and applied their written financial procedures throughout the year</li> <li>• the SLA partner has met the requirements of the appropriate Act(s) (i.e. that the NGO has not been deregistered)</li> <li>• gives a summary of the whole of organisation income for the year (so we have more clarity about the funding volatility for the sector).</li> </ul>	<p>Annually after ratification at the AGM</p>

## Schedule 4: Payments

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- 1 It is intended that SLSNZ will be able to provide the Frontline Prevention Services as described in Schedule 1. Payments will also assist with the adequate maintenance upgrades to capital assets and infrastructure as described in Schedule 2.
- 2 Crown investment to SLSNZ for the Frontline Prevention Services initiatives described in Schedule 2 is summarised in the table below:

### Summary Table

<b>Initiative</b>	<b>2023/24 \$000s</b>	<b>2024/25 \$000s</b>	<b>Outyears \$000s</b>
General funding	6,735	6,735	6,735
Operating funding for capital purposes	2,750	2,750	2,750
<b>Total</b>	<b>\$9,485</b>	<b>\$9,485</b>	<b>\$9,485</b>

- 3 One annual payment will be made at the beginning of July each year, as detailed in the Annual Letter of Intent to meet organisational funding requirements unless otherwise agreed by the Parties in writing.
- 4 Payments for all initiatives will be dependent on agreed plans, as per Clause 6.1, the requirements of Schedule 2 and as described in the Annual Letter of Intent.
- 5 Payments will be made by the NZSAR Council, through the Secretary for Transport, to SLSNZ. It is not intended that payments be used for the remuneration of SLSNZ volunteers, but SLSNZ may choose to use a portion for reimbursements and honoraria.
- 6 Payments under this SLA are intended to support the provision of Frontline Prevention Services. It is expected that some of the payments will be directed at organisational overhead and compliance expenses with the remainder supporting the provision of the agreed services. It is not intended that the payments will meet the full costs for the provision of the agreed services.

## **Schedule 5: Health, Safety and Wellbeing**

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### **Health and Safety Outcomes**

- 1 The Health and Safety at Work Act 2015 (HSWA) sets out the legislative requirements for Health and Safety (H&S) which the Parties to this SLA are bound by for all activities.
- 2 Consistent with the values-based [or principles-based] focus of this SLA, the Parties seek a relationship where reporting and continually improving agreed positive performance indicators (PPIs) ensure meaningful and future-oriented health and safety outcomes.
- 3 The NZSAR Council seeks assurance through regular reporting they can have confidence in the maturity of SLSNZ's Health and Safety Management System (HSMS).
- 4 As part of the relationship, SLSNZ demonstrates how H&S is an important part of their organisation, and central to their relationship with all staff and volunteers.
- 5 Ensuring the wellbeing of all SLSNZ staff and volunteers is a desired H&S outcome and should be a key component in SLSNZ's HSMS.
- 6 Reporting incidents should demonstrate how incidents are assessed, and then influence or initiate changes to practices, training, policies, processes, and equipment use (including procurement).

### **Health and Safety at Work Act 2015 (HSWA) Obligations**

- 7 Each "Person Conducting a Business or Undertaking" (PCBU) owes a duty of care to staff and volunteers for all Frontline Prevention Services-related activities and must ensure the H&S of other people is not put at risk from work carried out by the SLA partner.

### **Wellbeing Obligations**

- 8 Maintaining the wellbeing and mental health of SLSNZ's Frontline Prevention Services people is the responsibility of SLSNZ. SLSNZ is expected to offer and provide wellbeing, grief, and trauma counselling, and resilience training through the SLSNZ HSMS for all Frontline Prevention Services people as required.

## **Frontline Prevention Services Activities**

- 9 Frontline Prevention Services activities include multi-partner Frontline Prevention Services exercises, SLSNZ Frontline Prevention Services exercises and training.
- 10 If they feel H&S is at risk, SLSNZ may abandon or suspend a Frontline Prevention Services operation.
- 11 SLSNZ will maintain a fit-for-purpose that can demonstrate how well H&S is being implemented and what is still required.

## **Relationship**

- 12 The SLA parties will work together to consult, cooperate and coordinate on all H&S matters. This will include:
  - 12.1 attending all NZSAR Strategic Occupational Health, Safety, and Wellbeing Committee meetings, and any other H&S meetings, conferences, or workshops as requested by NZSAR
  - 12.2 providing H&S advice or comment to the NZSAR Council and other SAR partners when SLSNZ considers benefit/knowledge could be gained
  - 12.3 a biennial independent audit of the Safety Management System with lessons learned and system changes made.
- 13 Frontline Prevention Services partners will meet and collectively agree how to implement new H&S requirements into HSMS.

## **Reporting**

- 14 An appropriate system of reporting that enables a two-way relationship will strengthen the parties' ability to work together on H&S is desirable. This will ensure regular sharing of H&S information and the ability to track and exchange H&S information. This should include:
  - 14.1 providing SLA parties with an annual associated plan to implement any H&S audit or independent verification recommendations.
  - 14.2 Reporting on the following to the NZSAR Council every six months:
    - 14.2.1 all notifiable injury, illnesses, or events sustained during Frontline Prevention Services activities in line with statutory reporting requirements



- 14.2.2 all notifiable injury, illnesses, or events sustained during Frontline Prevention Services activities as soon as possible after the event
- 14.2.3 the number of H&S incidents recorded over the past 12 months
- 14.2.4 any H&S enforcement activity which has occurred over the past 12 months
- 14.2.5 the number of people provided with H&S training over the past 12 months
- 14.2.6 the results of any internal or external H&S independent verification or audits.
- 14.2.7 progress of the PPIs (referred to in Point 2 above) and associated qualitative comment.

## Appendix One: NZSAR Council Goals

Goals	Impacts Sought
A robust and integrated SAR system	<p><b>Integrated sector:</b> To improve services and mitigate risk through an integrated collective cross culture SAR sector, which is supported by policies, processes, safe SAR practice, and ongoing understanding of the SAR system. Funding models are diversified.</p>
Efficient and sustainable SAR organisations	<p><b>Effective SAR Services:</b> Delivered by high performing, sustainably funded SAR organisations that are fit-for-purpose, and responsive to change. Also aim to:</p> <ul style="list-style-type: none"> <li>• improve SAR system data quality and access</li> <li>• improve technology for SAROPs.</li> </ul>
Capable SAR people	<p><b>Maximise Capability:</b> Appropriate training can be accessed and coordinated. Knowledge sharing will improve volunteer worker engagement, skills, health and safety, and SAROP standard practices.</p>
SAR prevention	<p><b>Reduce number and severity of SARs:</b> Lead SAR preventative strategies. Facilitate more prevention activities and coordination. An informed responsible and skilled public.</p>

## **Appendix Two: Useful Links**

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[NZSAR Council Funding Principles](#)

[NZSAR Council Risk Matrix](#)

