

# Te Puāwaitanga



## "DRAFT" ESTABLISHMENT DOCUMENTS

**Vision, Purpose, Values**  
**Ownership / Governance / Sustainability**  
**Constitution**  
**Partnership Agreement / MOU**



**08 March 2022**

## 1 Introduction

Ross Jamieson and Richard Hutchinson of Global Leisure Group visited Kerikeri on 24 and 25 February 2022. The purpose of the visit was to meet with project partners and stakeholders, with a view to formally advancing the establishment of Te Puāwaitanga.

### **Meetings were held with :**

- Sport Northland (Stu)
- Kerikeri Football Club (James)
- Department of Internal Affairs / Lotteries (Aya)
- Northland Hockey (Mike, Chris)
- Kerikeri Rugby League / Makos (Tim)
- Te Hiku Sports Hub, Kaitaia (Mark)
- Far North District Council (Darren, Rachel, Tanya)
- **Te Puāwaitanga Working Group – Workshop (see “2” below)**
- Kerikeri Gymnastics (Jaime, Sarah, Janet)
- Kerikeri Cricket (Simon)

Ross and Richard have returned from the visit enthused and positive about the opportunity ahead. Not only is Te Puāwaitanga desperately needed in the community and region, but the degree of collaboration amongst the various partner groups is incredibly encouraging.

With FNDC and Government shovel ready funding already in place, work has commenced on the access road off SH10. A resource consent process (notified) has also begun, expected to take 6 months. Initial funding (CIRCA \$9M) will be applied to access roading, car parking, drainage, field development (football, rugby league and cricket), gender neutral toilets and lighting.

The next priority is changing facilities, gymnastics space, social rooms / viewing deck, kitchen, bar and storage facility. The potential also exists for a recreation space (indoors), hockey turf, administration offices, 1km perimeter walk / run track, playground, café (social enterprise), as well as dog training and croquet spaces.

### **This paper includes :**

- Vision, Purpose, Values (DRAFT)
- Information on asset / facility ownership options, as well as governance and sustainability concepts
- Constitution (DRAFT)
- Partnership Agreement / Memo of Understanding (DRAFT)

### **Subsequently, Global Leisure Group will be providing :**

- 10-year Indicative Operational Budget (complete by the end of March 2022)
- Lease Agreement (pending preferred ownership structure)
- Governance Plan, including Board Job Descriptions (pending agreement on governance structure)



## 2 Working Group – Workshop on 25 February

The following are the minutes / action points of the Workshop, as distributed by Far North District Council :

### ATTENDEES

- Cllr. Rachel Smith (Acting Chair)
- James Coleman (Football)
- Tim O'Leary (League)
- Jaime Pavlicevic (Gymnastics)
- Simon Hart (Cricket)
- Chris Galbraith (Cricket)
- Christopher Baker (Hockey)
- Mike Warren (Hockey)
- **Ross Jamieson (GLG)**
- **Richard Hutchinson (GLG)**

### ATTENDEES

- Darren Edwards (FNDC)
- David Clamp (FNDC)
- Jeanette England (FNDC)
- Sheryl Gavin (FNDC)
- Suzy McCall (FNDC)
- Ana Mules (FNDC)
- Tanya Heath (FNDC)

### APOLOGIES

- Cllr. Ann Court (Dep Mayor/Chair)
- Nora Rameka (Ngāti Rēhia)
- Kipa Munro (Ngāti Rēhia)
- Roger Ackers (FNDC)

### AGENDA

- Introduction / Preamble
- Session Agenda / Desired Outputs
- Relationship Continuum
- Asset Ownership
- Hub & Governance Focus
- Vision, Purpose & Values
- Legal Structure
- Key Documents (Partnership Agreement (MOU) / Constitution / Charitable Trust / Lease with FNDC?)
- Governance Board (planning and establishment)
- General Discussion / Q&A
- Operational Chat – if time allows

### ACTION ITEMS

Description	Owner	Due Date
Summarise Ownership Options including: <ul style="list-style-type: none"> <li>• Pros and Cons for each</li> <li>• Funding implications</li> <li>• Revenue generating options</li> </ul>	GLG	18 MAR 2022
Provide template to assist WG to develop Vision, Purpose and Values	GLG	18 MAR 2022
Provide templates or example to assist WG to develop <ul style="list-style-type: none"> <li>• Constitution document</li> <li>• Partnership agreement (MOU or ToR)</li> <li>• Lease agreement</li> </ul>	GLG	18 MAR 2022

### 3 Vision, Purpose, Values

The following is a starting **DRAFT** template / concept for the members of the Working Group to consider, and change to suit.

#### Our Vision

The inclusive, connected and sustainable delivery of club and community led sport and recreation, to inspire the people of the Far North to engage in healthy activity.

*Themes applied from naming workshop : Active, health, strength, resilience*

#### Our Purpose

To work positively with our members and the wider community, to provide fit for purpose, accessible, sporting and recreational facilities, for tamariki, pake and whanau, and to fully maximise the opportunities Te Puāwaitanga provides.

*Themes applied from naming workshop : Family, gathering, teamwork, growth, learning*

#### Our Values

<b>W</b>	<b>Wellbeing for all</b>
<b>H</b>	<b>Healthy competition</b>
<b>A</b>	<b>Active communities</b>
<b>K</b>	<b>Kindness in all that we do</b>
<b>A</b>	<b>All are welcome</b>
<b>U</b>	<b>United we are stronger</b>
<b>T</b>	<b>Tangata whenua at our heart</b>
<b>E</b>	<b>Excellence is our aim</b>

**Whakaute = Respect** (will need this peer reviewed by Ngāti Rēhia)

*Themes applied from naming workshop : Wellbeing, competition, challenge, excellence, performance, expressions*

#### Our Partners

The Communities of Kerikeri, Waipapa, the Far North and all of Northland, including but not limited to; pre-schools, schools and colleges, clubs and centres, businesses and professionals, religious and ethnic groups, whanau, hapu and iwi, gaming and charitable Trusts, regional and national sports organisations, sport and recreation providers, and the Far North District Council.

## 4 Ownership / Governance / Sustainability Discussion

### Asset Ownership

In considering the options for the asset ownership there are a number of key drivers which need to be considered. These include:

- The ability to secure a sense of community ownership and engagement within the asset.
- Flexibility to enable community management to identify additional sources of funding, along with the freedom to generate sustainable income streams through facility use and social enterprise.
- The long-term lifecycle costs of the assets and the ability to secure the ongoing asset maintenance and depreciation.

There are three key approaches that can be considered:

- Council ownership
- A partnership / hybrid approach
- Community ownership

Before expanding on the strengths and weaknesses of these approaches, it is important to note that **“ownership” should NOT be confused with “control”**, where operational leases can be implemented to ensure community management rights are protected.

### Key Ownership Structures / Options

Feature	Council Ownership	Partnership Approach		Community Ownership
		Council Owns	Community Owns	
Traditional approach with major / significant community facilities				
Asset sits on Council Balance Sheet				
Assets sits on Hub Balance Sheet				
Long term asset maintenance and depreciation sits with Council				
Long term asset maintenance and depreciation sits with Hub / Community				
Secure and enhances community engagement				
Ability to secure additional sources of income				
Ability to secure investment into facility development				
Operational and management flexibility				

As outlined in the table above, there are a number of strengths and weaknesses with all potential asset ownership models which may be considered.

Developing a fully community owned model has been shown to provide a number of benefits and is utilised in a significant number of other multisport hubs around New Zealand.

However, experience has shown that as the scale of the capital development increases, there is an increasing requirement for greater engagement with the local authority to ensure that the full lifecycle costs of the facilities are considered.

### **Our Recommendation**

As highlighted in our workshop, given the scale of this investment, and upon further consideration, we recommend that a partnership / hybrid model be adopted at Te Puāwaitanga :

#### Fields, car parks, access roads, public toilets, changing rooms and field / car park lighting :

- Owned by Far North District Council (FNDC)
- Maintained (annually and long term) by FNDC
- Field bookings, either :
  - FNDC manage and operate field bookings (and charge Clubs and users accordingly), or
  - FNDC allow Te Puāwaitanga to manage and operate field bookings (potential revenue stream)
- Need to ensure protection of Te Puāwaitanga (and Member Clubs) rights to field, changing room etc access

#### Vertical structures / buildings :

- Owned by Te Puāwaitanga (Incorporated Society)
- Maintained (annually and long term) by Te Puāwaitanga
- Te Puāwaitanga need to ensure long term asset replacement planning
- Venue / space bookings controlled and managed by Te Puāwaitanga (key part of revenue mix)
- Land lease / usage agreement with FNDC for land the building(s) sit on

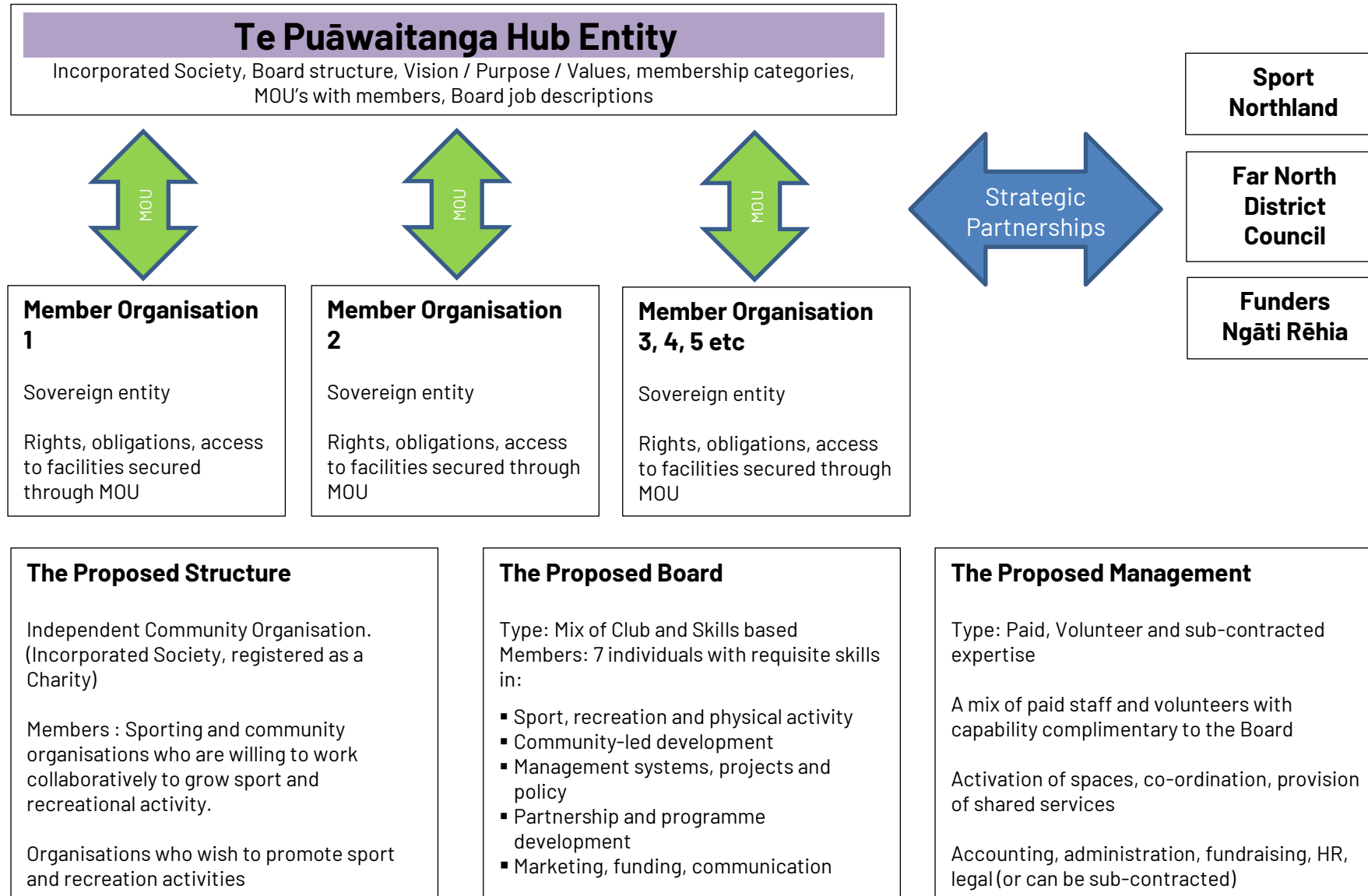
## Governance Approaches

Whilst much of this has been discussed previously, I thought the below summary table would be a helpful reference and resource. It outlines the different approaches that have been taken to form a sport and recreation hub (SRH). Te Puāwaitanga has elected to proceed with the independent entity approach.

Local Authority	<p>This model involves the Local Authority taking a lead role in the governance and management of a hub facility</p> <p>All clubs and organisations are viewed as users of the facility</p>	<ul style="list-style-type: none"> <li>▪ The local authority has been seen as taking a lead role in the provision of sport and recreation facilities and infrastructure</li> <li>▪ The local authority has a traditionally a strong track record in supporting the long-term asset management of facilities</li> <li>▪ Can be seen to be influenced by changing political drivers – not local sport and recreation needs</li> <li>▪ Not viewed as being flexible and adapting quickly to new opportunities , or changing community sport and recreation demand</li> <li>▪ Local authority provision is not eligible for some grant funding opportunities</li> <li>▪ Leads to lower levels of 'ownership' of the facility</li> </ul>
Individual Club	<p>This model involves an individual club or organisation taking a lead role in the provision of a hub facility</p> <p>One club (often the largest / resident club) takes a lead with other clubs and organisations viewed as users of the facility</p>	<ul style="list-style-type: none"> <li>▪ Often a strong / resident club has experience in managing facilities</li> <li>▪ Other clubs / organisations often viewed as users / tenants with user agreements to secure access rights</li> <li>▪ One organisation is able to apply for a wider range of funding opportunities on behalf of the facility</li> <li>▪ Potential for one club / user group to have undue influence over the facility</li> <li>▪ Decisions can be driven by maximising the benefits to one group or another over and above the community</li> <li>▪ Facility often viewed as belonging to one group, not to the wider community</li> </ul>
Independent Entity / Trust	<p>This model involves the establishment of an independent community organisation to take a lead role in the provision of a hub facility</p>	<ul style="list-style-type: none"> <li>▪ Focus on facilities to maximise usage for sport, recreation, and wider community</li> <li>▪ Skills based governance with community focus wider than an individual sports code</li> <li>▪ Organisation is able to apply for a wider range of funding opportunities on behalf of the facility</li> <li>▪ Requires partnership approaches to achieve collective benefits</li> <li>▪ Transition to a multi-sport hub culture requires support to maximise the benefits. Focus on the greater good as well as individual needs.</li> <li>▪ Many have difficulty ensuring capability of organisation in smaller communities</li> <li>▪ Requires clubs / codes to embrace the collective / community good</li> </ul>

GREEN items are positive attributes, whilst RED can be negative (or has risk) attributes.

## Recommended Community-Led Governance and Management Structure





## Sustainability (Revenue)

Previously the approach of operating community sports facilities has been to adopt a “not for profit” operating model. This model of financial planning has given little consideration of the on-going costs associated with facilities over time and has largely focused on just financially surviving “year to year”, whilst always seeking community grant funding to maintain operational viability on an annual basis.

An **Non-Profit Distributing Organisation (NPDO)** approach is what is needed today if we are to enable Sport and Recreation Hubs to create profit generating surpluses to fund activity. An NPDO is acknowledged as a business first, that seeks to create surpluses, that are then put back into growing the business (or reinvesting in services or community / club benefit, rather than making distributions to shareholders). This business first approach can be applied to Hubs even if they are primarily operating in a charitable mode for community benefit.

Experience tells us that “break even” is viewed as success in many circumstances for clubs. This is often the perception of a “not for profit” sport club, for example, where there are few revenue opportunities.

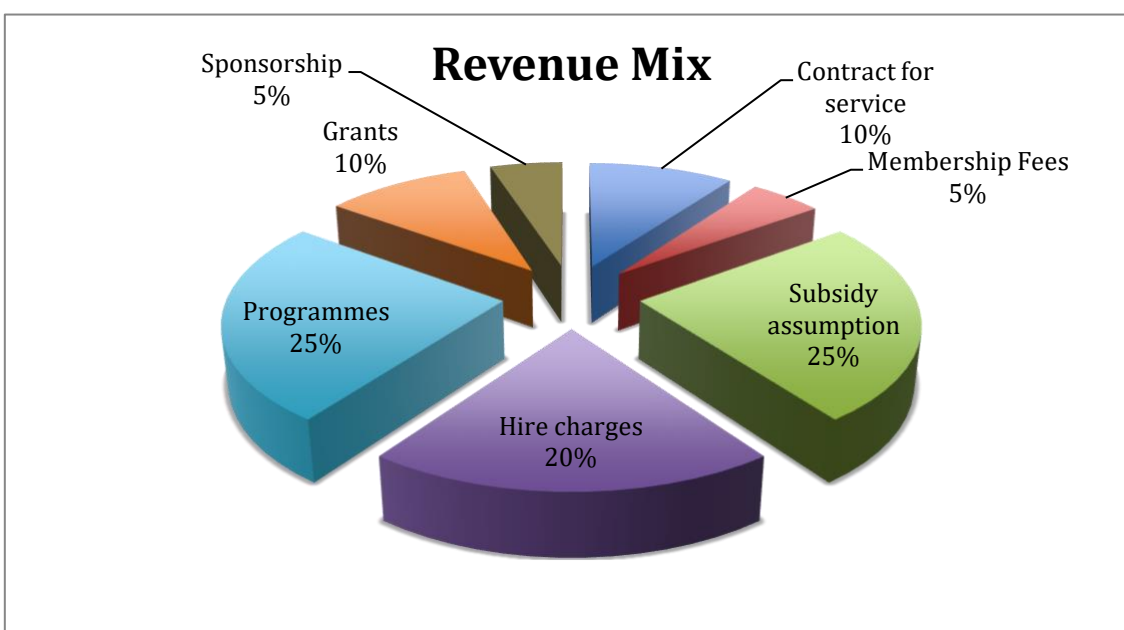
In the New Zealand Sporting Facilities Framework 2014 published by Sport NZ it was identified that:

*“Often, communities have found the money to build a facility, only to struggle with the on-going operational and maintenance costs. Choices made to lower the initial capital cost often lead to higher “whole of life” cost. The “BIG Three” operational costs (staffing, energy, repair and maintenance) can, when combined, can account for 75% of all costs. If these three main operational costs are not tightly controlled, over time the financial sustainability of the development will be placed under great pressure.”*

### Income profile

The chart below shows a summary of the suggested revenue mix, based on good practice. The income mix is likely to change due to key components identified in the planning stages e.g. spaces that are more adaptable will enhance the likelihood of maximising income streams.

### Recommended Revenue Mix of a typical Sport & Recreation Hub



## Sources of Revenue

### **Membership Fees**

Membership fees are an important consideration however have limited potential to make a significant contribution towards the overall operational costs of the Hub.

### **Hire Charges**

Hire charges have the potential to generate a significant revenue stream for the Hub. It is essential that when access and usage agreements are developed that sustainable hire charges are adopted for the core / member clubs, and that all other times are available to be managed by the Hub to generate additional hire fees.

### **Programming**

The development of activity programmes, both social and non-core sporting activities (eg. after school programmes, holiday programmes, health and fitness activities, martial arts) is a key mechanism for the Hub to build wider community ownership of the facility, but also establish sustainable income streams which are not reliant on the core user groups and clubs. When developing activity programmes there is potential to access a wider range of external funding opportunities given the greater scope of activities. Programmes can either be created and staffed internally, or contracted from existing providers.

### **Social Enterprise**

Social enterprise as a mechanism to grow profit from activity, utilising of profit centres to assist in the operation of social causes, taking pressure off funders and government and other welfare agencies. A number of for profit cost centres (pre-schools, fitness gyms, cafes, commercially focused programmes e.g. climbing walls) have traditionally been run as businesses, but through the lens of social enterprise. Funds generated this way provide the ability to generate commercial activity that will reduce reliance on funding and grants and increase self-sufficiency through diversity of income.

Social enterprise opportunities include:

- Office space. Renting administration and office space to sporting codes / clubs
- Developing complimentary commercial space aligned to use of the site, e.g. physio or sporting retail
- Café. The Hub will create a high footfall area with high level of utilisation during the day time, which will support the operation of a café and service the coffee/snack needs to users and spectators
- Social sport leagues. In partnership with the core users, non-traditional sporting leagues and activities to promote modified versions of the game.
- Fitness gym. Providing a focus on the users of the site. A commercial operation with sole beneficiary being the Hub entity.
- Support services for clubs / users to utilise the skills and expertise of the Hub entity.

### **Operational Subsidy**

Whilst a number of smaller Hub facilities are able to operate without an operational subsidy, experience has shown that large scale Hub facilities require an operational subsidy to ensure viability.

The level of subsidy required will be dependent on many factors, in particularly the decisions made regarding social enterprise, however it is considered that the Far North District Council would have to make a commitment to underwrite the operation in order of \$50k to \$100k per annum. The need for, and quantum of this subsidy, will become more apparent when we develop the 10-year Operational Budget Forecast.

**5 Constitution (DRAFT)**

# CONSTITUTION

## July 2022

**1. Name**

The name of this Incorporated Society is the **Te Puāwaitanga** ("Te Puāwaitanga"), incorporated under number XXXXXXXX.

**2. Office**

The registered office of Te Puāwaitanga is at XXXXXXXX, Waipapa, Northland. Due notice of any change in place of the registered office shall be given to the Registrar of Incorporated Societies, and to all Members of Te Puāwaitanga.

**3. Objectives**

The objectives of Te Puāwaitanga are to be beneficial to the community by:

- (a) raising finance, designing, building, managing, maintaining, administering and operating fit for purpose facilities at Te Puāwaitanga on behalf of, and for the benefit, of Members of the Society ("Members") and the wider community;
- (b) assisting in and fostering the development and growth of sporting, recreation and other leisure activity;
- (c) improving the health, connectivity, happiness, and welfare of people in the community;
- (d) to seek out and obtain funding and other resources and apply such funding and resources for the benefit of Te Puāwaitanga, and therefore its members and the wider community;
- (e) conserving, advancing, promoting and protecting the interests of all Members;
- (f) assisting in the development and promotion of its Members' activities, in so far as they are charitable under the law, including:
  - the provision of community, sport and recreational activities to children, youth, adults, and the elderly, to promote connectiveness and health in the community;
  - the ongoing development and improvement of facilities for its Members' activities.
- (g) to do all such things and undertake such activities as may be necessary, incidental, or conducive to the advancement of these objectives.
- (h) in attaining its objectives, Te Puāwaitanga shall recognise the views and expectations of tangata whenua, in keeping with the Treaty of Waitangi.

And be beneficial to the Member Clubs by fostering.

- (i) operational savings;

- (ii) the sharing of "best practice" among all partners, including collaboration on membership, marketing, funding, and administration;
- (iii) efficiencies from shared services in a fit for purpose facility;
- (iv) community awareness of Member Club offerings, programmes, and opportunities;
- (v) improved sporting performance and pathways;
- (vi) storage opportunities;
- (vii) priority venue booking opportunities, at discounted Member Club rates;
- (viii) realistic and affordable annual membership levy (commencing at NZ\$20, plus GST if any, per annum per Club Member);
- (ix) the embracing of all cultures, all genders, and all ages, in that way facilitating a connected, active, and healthy community.

Pecuniary gain is NOT an objective of Te Puāwaitanga.

#### **4. Powers**

The Society, in addition to any statutory powers, will have the powers of a natural person to do all things necessary or desirable for the attainment or advancement of any one or more of its objects including, without limitation, the power to:

- (a) raise and receive funds by way of subscriptions, fees, grants, donations, sponsorship, legacies and bequests, gifts, or otherwise accepting that any amount payable on being admitted to membership of the Society, and the date by manner in which payment is due, shall be set from time to time by resolution of a Board Meeting;
- (b) the Society may impose a membership levy on Members in any financial year, set by the Board at a realistic, appropriate, and affordable level, and set the date by manner in which such payment is due;
- (c) use such funds to pay the costs and expenses of advancing the Society's objects, and for that purpose employ such people as may be necessary;
- (d) purchase, lease, hire or otherwise acquire, and exchange, sell, lease, or otherwise dispose of, real or personal property, rights, or privileges; negotiate and execute joint venture agreements and other contracts;
- (e) borrow or raise money by debenture, bond, mortgage, or other means, with or without security (up to a maximum of \$20,000, before Members must agree by majority vote);
- (f) invest or otherwise deal with the property of the Society in accordance with the provisions of these rules;
- (g) establish subsidiaries, incorporate, or become a shareholder of, companies, and become a Member of any Society;
- (h) determine who may be members of Te Puāwaitanga;
- (i) commence, defend, or settle any legal proceeding; and
- (j) do all lawful acts and things necessary, incidental, or conducive to the attainment or advancement of the Society's objects.

## 5. Members

5.1 The membership of Te Puāwaitanga (collectively called "Members") shall consist of:

### Member Clubs

A Member Club of Te Puāwaitanga shall be any Incorporated Society, or Charitable Trust, or a Club, which is affiliated to their national or regional body and who has sought and applied for membership and admitted as a Member Club by the Board. Member Clubs which were signatories to the Te Puāwaitanga Constitution, on establishment, are Founding Members.

### Affiliate Members

An Affiliate Member is any group as may be nominated by any of the Board or a Founding Member, and who has sought and applied for membership and been admitted as an Affiliate Member by the Board.

5.2 Board to determine applications for Membership:

The Board may make rules determining the procedure to be followed by any applicant for membership and shall have sole discretion, to determine whether any applicant may be admitted to membership, so that any organisation applying for Founding Membership shall:

- (a) Be a society incorporated under the Incorporated Societies Act 1908; or a charitable trust incorporated under the Charitable Trust Act 1957; or
- (b) Be affiliated to their national or regional body; and shall
- (c) Be involved in the delivery of sport, education, community, religious, multi-cultural, business, or recreation related activity; and
- (d) Be involved in the support of the Objects of Te Puāwaitanga.

5.3 Cessation of Membership:

Any Member may cease to be a Member by:

- (a) Resignation, giving the Board not less than three months' notice in writing which notice will only be valid if the Member, at the time of giving such notice, has paid all monies due and owing to the Society; or
- (b) Failing to renew membership in accordance with any procedure for renewal as the Board may determine from time to time

5.4. Suspension of a Member:

The Board may suspend, by notice in writing, the membership of any Member:

- (a) Who it deems, acting reasonably, to have failed to comply with these rules;
- (b) Who it deems, acting reasonably, to have engaged in conduct unbecoming of a Member, or prejudicial to the interests of the Society; or
- (c) Whose payment of any fees stipulated by the Board, in accordance with rule 5.7, is in arrears.

Such suspension will continue in force until the Board deems, acting reasonably, that the Member is no longer in breach, or the suspension is lifted by a majority vote of Members at a general meeting. Prior to taking such steps, mediation per clause 16 should be attempted in good faith.

**5.5. Expulsion of a Member:**

A General Meeting of Members may, by majority (minimum 75%) vote, expel any Member of the Society.

**5.6 Return of Society property:**

Any Member who ceases to be a Member for any reason shall immediately return to the Board any property belonging to the Society which the Member may have acquired while a Member.

**5.7. Membership Fees:**

The Board shall set, from time to time, the fees payable by Members, at realistic, appropriate, and affordable levels, and the date and manner in which such fees are payable.

**5.8 Obligations of Members:**

Members acknowledge and agree that they:

- (a) Are bound by these rules, and any regulations, decisions, or further rules issued by the Board;
- (b) Submit to the jurisdiction of the Society and its Board; and
- (c) Must treat all information relating to the commercial arrangements entered into by the Society as strictly confidential and must not disclose any information regarding the Society to any third party, or use that information for any purpose other than to fulfil the objects of the Society, without the prior written approval of the Society, and that this obligation of confidentiality will survive the cessation of their membership of the Society and continue to bind them.

**5.9 Register of Members:**

- (a) The Board shall keep a register of members, which shall record the full name, contact details, dates of admission, class of membership and the dates at which they became Members.
- (b) If a Members contact details change, that Member shall provide the updated details to the Secretary.
- (c) Each Member shall provide such other details as the Board requires.
- (d) Members shall have reasonable access to the register of Members.

**6. Board**

**6.1. The Board is the governing body of Te Puāwaitanga.**

**6.2. Powers of Board**

- (a) The affairs of Te Puāwaitanga shall be governed by a Board constituted under Rule 6.3;
- (b) Subject to this Constitution and the Act (see Definitions), the Board:
  - (i) Will have oversight of the business and affairs of Te Puāwaitanga;
  - (ii) May exercise all such powers and functions as may be exercised by Te Puāwaitanga, other than those powers and functions that are required by this Constitution to be exercised by the Members in General Meeting; and

- (iii) Has power to perform all such acts and things as appear to the Board to be essential, or appropriate, for the proper management of the business and affairs of Te Puāwaitanga.

### 6.3. Board Composition

- (a) The Board shall consist of **seven (7) board** members:
  - (i) **Three (3) elected** board members voted by members at an AGM (refer Rule 6.4(a), but prior to the first ever AGM, by the Appointments Panel, refer 6.5.
  - (ii) **Three (3) appointed** to the Board, appointed by the Appointments Panel, refer 6.5.
  - (iii) One (1) appointed Chairperson, appointed by the Appointments Panel, refer 6.5.

Note, the General Manager, or nominee, of Te Puāwaitanga, will attend all Board meetings (unless the Board decides otherwise), but will not hold a formal Board position, or have voting rights.

- (b) Any Board representative or officer of the Society, or any person intending to stand for election or appointment as a Board representative or officer, shall declare, prior to such election or appointment, or at the time the conflict arises, any conflict of interest. The Secretary of the Society shall keep a register of such conflicts.
- (c) The Board may at any time co-opt up to four additional members, with specific skills, for a period deemed necessary and appropriate by the Board. Such co-opted members shall not have any vote.

### 6.4 Term of Office

- (a) The term of office for each elected Board Member shall be for a period of three (3) years.
- (b) The term of office of each appointed Board Member shall be for a period of three (3) years.
- (c) Notwithstanding Rules 6.4(a) and 6.4(b) each Board Member shall be eligible for reappointment. The maximum number of years of service shall not exceed two (2) consecutive terms.
- (d) Notwithstanding Rules 6.4(a) and 6.4(b), some appointments may be for less than three (3) years, in order to create some staggering of expiration dates.

### 6.5 Appointments Panel

- (a) The Appointments Panel shall be independent of the Board and shall consist of:
  - (i) The Chair of Te Puāwaitanga
  - (ii) A Sport Northland Representative (or nominee)
  - (iii) A Far North District Council Representative (or nominee)
  - (iv) A representative of a Member Club (refer (d) below)
  - (v) A representative of Ngāti Rēhia**
- (b) The Chair of the Appointments Panel will be the Chair of Te Puāwaitanga.
- (c) The Appointments Panel shall:

- Advertise, identify, and invite suitable candidates to apply for membership.
- Assess candidates who have applied, including via interviews and meetings.
- Determine which candidate(s) are to be appointed to the Board.
- Receive and assess any nominations from Members for election membership.
- Recommend to the Te Puāwaitanga General Manager the elected nominee's, in priority order, for those present and entitled to vote.

- (d) The Member Club position (6.5 (a) (iv) above) on the Appointments Panel shall be appointed by way of an Electoral College, consisting of 2 members of each Founding Member Club.

Each Club has the ability to select its own representatives to the Electoral College, with the expectation they are members of that Clubs Committee or Board. Selection will be by way of majority vote for each position.

- (e) The Appointments Panel will sit for a term of three (3) years, whereas the Electoral College will reconvene to select a new Appointments Panel. Members of the Appointments Panel can serve multiple terms, if so, selected by the Electoral College.

- (f) Notwithstanding Rules 6.5 (a) through (e), in exceptional circumstances Members of the Society may at a general meeting agree to a variation in the approach to Board appointments. Any new approach must be agreed unanimously by the Members present and entitled to vote and will apply only until the following Annual General Meeting.

#### 6.6 Vacancies on Board / Specialists

- (a) An appointed Board member, who resigns prematurely, shall be replaced for the balance of their term. The Board may co-opt a person onto the Board to cover this period.
- (b) An elected Board member who resigns prematurely shall be replaced at the next AGM; their replacement will serve out the period of the replaced board member.
- (c) The Board has the power to co-opt a person onto the Board to fill a vacancy created by someone resigning prematurely, or for a defined special project. This co-opted person will not have voting rights on the Board.

#### 6.7 Quorum for Board Meetings

Four (4) Members of the Board present at a Board Meeting shall constitute a quorum.

#### 6.8 Officers

At the first Board Meeting following the AGM, the Board shall elect, by a majority vote, the following officers :

- (i) Deputy Chairperson
- (ii) Treasurer
- (iii) Secretary

#### 6.9 Functions of the Secretary

- (a) Keep minutes of the resolutions and proceedings of each General Meeting and each Board meeting in the Society's minute book and the Board's minute book. The Secretary must record in the minutes of a Board meeting the names of the persons present.



- (b) Keep the Board informed promptly of all significant events.
- (c) Maintain regular communications with Members.
- (d) Provide such information as may be reasonably requested by any Member.
- (e) Regularly liaise and communicate with local and central government agencies, industry groups and associated organisations.
- (f) Complete such other duties as the Board may determine from time to time.
- (g) Timely distribution of Board Minutes to Founding Member Clubs.

#### 6.10 Treasurer to Keep Accounts

The Treasurer must collect all money due to the Society and make (or approve) all payments authorised by the Society. The Treasurer must also keep accurate books and accounts of the financial affairs of the Society including full details of receipts and expenditure, and ensure the Society complies with its financial reporting obligations.

#### 6.11 Board Meetings

- (a) The Board must meet at least four times each calendar year, or more regularly as required.
- (b) The Board shall meet at such place and at such times and in such manner as it shall determine.
- (c) The Chairperson shall chair Board meetings, or in his or her absence, any other Board Member determined by the Board.
- (d) Each Member of the Board present at a meeting of the Board is entitled to one vote (by show of hands) and in the event of an equality of votes on any question the Chairperson may exercise a second, or casting, vote.
- (e) A resolution in writing, signed or assented to by facsimile, email or other form of visible or other electronic communication by all Board Members shall be valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Board Members.
- (f) A meeting of the Board may be held where one or more of the Board Members is not physically present at the meeting, provided that:
  - (i) Notice of the meeting is given to all Board Members in accordance with the procedures agreed from time to time by the Board.
  - (ii) All Board Members participating in the meeting are able to communicate with each other effectively simultaneously, and instantaneously, whether by means of telephone or video conferencing facility, or by any other form of communication.
  - (iii) If any failure in communication prevents Rule 6.11 (f) (ii) from being satisfied and such failure results in the quorum not being met, or maintained, the meeting shall be suspended until Rule 6.11 (f) (ii) is satisfied again. If not satisfied within 15 minutes from the time of interruption the meeting shall be deemed to have been terminated or adjourned.
  - (iv) Any meeting held where one or more Board Members is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Board Member is there present, and if no Board Member is there present, the meeting shall be deemed to be held at the place where the Chairperson of the meeting is located.

#### 6.12 Sub-Committees

The Board may appoint Sub-Committees of the Society consisting of such persons and for such purposes as the Board thinks fit. Sub-Committees will only have the powers and duties that are conferred on them by the Board. Any Sub-Committee recommendations are not binding on the Board.

#### 6.13 Indemnity

The Members of the Board, any committee appointed under these rules and any Members, will at all times be held indemnified by the Society from and against all claims, acts, proceedings and damages made, suffered or sustained by a Board or Committee representative, or Member, as a result of his, or her, carrying out in good faith, the requirements of the Board, Committee or the Society.

### **7. General Meetings**

Reference in these rules to general meetings includes both special general meetings and annual general meetings.

#### 7.1. Notice to be Given

The Board shall cause at least 21 clear days' notice of a General Meeting to be given to each Member in writing, which notice shall state the place, date, time and nature of the proposed business to be transacted at the meeting.

#### 7.2. Business of Meeting

- (a) No business other than that set out in the notice convening the meeting shall be transacted at the meeting.
- (b) A Member desiring to bring any business before a meeting shall give at least 28 days' notice in writing of that business to the Board, which shall include that business in a notice calling the next General Meeting, after the receipt of the notice.

#### 7.3 Quorum

The quorum for a general meeting shall be 4 Members entitled to vote. No business may be transacted at a general meeting unless a quorum is present. If a quorum is not present at the time for commencement of a meeting, then:

- (a) If the meeting was convened at the request of Members, the meeting is automatically dissolved; or
- (b) In any other case, the meeting is automatically adjourned to the same time and day in the following week and shall be held in the same place unless this is not reasonably possible, in which case the Board will specify another place by notice to the Members to be issued not less than 2 days before the date of the adjourned meeting.

#### 7.4 Absence of Quorum

If a quorum is not present at the time of commencement of an adjourned meeting, the meeting is automatically dissolved.

#### 7.5. Chairperson

The Chairperson must preside as chairperson at each general meeting of the Society. If the chairperson is absent, the Deputy Chairperson is to preside at that meeting. If both the Chairperson and the Deputy Chairperson is absent, the Members present must elect one of their number to preside as chairperson at that meeting.

#### 7.6. Annual General Meeting

The Society must convene an annual general meeting of its Members in **May** of each calendar year.

#### 7.7. Business of the Annual General Meeting

The ordinary business of each annual general meeting shall be to:

- (a) confirm the minutes of the last annual general meeting and any other meeting of Members held since that meeting;
- (b) receive from the Board, reports on the business and financial transactions of the Society during the last financial year and since the last meeting of Members;
- (c) elect Board Members of the Society;
- (d) consider motions;
- (e) transact any special business, of which notice is given in accordance with these rules; and
- (f) agree the approach to be adopted for independent assurance of the financial statement for the following year.

#### 7.8. Special General Meetings

Any general meeting of Members, except the annual general meeting, is a special general meeting. The Board may convene a special general meeting whenever it thinks fit.

#### 7.9. Special General Meetings at request of Members

The Board must convene a special general meeting if at least 75% of the Members request the Board to do so in writing. Such request must state the purpose of the special general meeting and be signed by the Members making the request.

#### 7.10. Adjournment of Meetings

The Chairperson of a general meeting at which a quorum is present may adjourn the meeting with the agreement of at least 50% of the votes at that meeting. If a meeting is adjourned for 14 days or more, notice of the adjourned meeting must be given as in the case of the original meeting. No business may be transacted at the meeting when it is reconvened except business left unfinished at the original meeting.

#### 7.11. Votes

A Member is entitled to vote at a general meeting unless it owes an amount to the Society that is overdue. A Founding Member has two votes on any question that is to be decided at a general meeting. An Affiliate Member has one vote on any question that is to be decided at a general meeting. Votes must be given personally by the Member's appointed delegate. If votes on a question are tied, the chairperson of the meeting is entitled to exercise a casting vote.

#### 7.12. Voting by show of hands

A question that is to be decided at a general meeting of the Society is to be decided on a show of hands. Unless a poll is demanded in accordance with these rules, a declaration by the chairperson that a resolution has been carried, carried unanimously, carried by a particular majority, or lost, plus an entry to that effect in the minute book of the Society, is evidence of that fact, without proof of the number, or proportion, of the votes recorded for and against that resolution.

#### 7.13. Demanding of Poll

If at least three Members entitled to vote at a general meeting demand a poll on a question that is to be decided at the meeting, the chairperson must comply with that demand. The demand may be made before a show of hands or immediately after the chairperson's declaration on a show of hands. In the latter case, the poll overrides the show.

#### 7.14. Timing of Poll

A poll that is demanded on the election of a chairperson, or on a question of an adjournment, must be taken immediately. Any other poll must be taken before the close of the meeting.

#### 7.15. Postal Voting

- (a) Postal voting (including but not limited to voting by land mail, email, facsimile transmission or any other form of visible or electronic transmission) may be held from time to time in such instances as the Board may determine (other than in respect of matters which must be passed by Special Resolution) and shall be held in accordance with procedures prescribed by the Board.
- (b) All postal voting shall be conducted under conditions of a secret ballot and shall be scrutinised by an impartial person duly appointed by the Board to conduct the ballot.

#### 7.16. Removal of Officer or Representative

A general meeting of the Society may resolve to remove an officer of the Society, or a Board representative.

This may occur before the officer's or representative's term of office ends, and

- (a) in the case of an officer being removed, the Board may appoint another officer in his or her place, for the remainder of the officer's term;
- (b) in the case of an elected representative being removed, the general meeting may appoint another representative in his or her place, for the remainder of the term;
- (c) in the case of an appointed representative being removed, the Board may appoint another representative, in his or her place for the remainder of the term.

### **8. Financial Matters**

#### 8.1 Financial Year

The financial year of Te Puāwaitanga shall commence on **1 April** and end on **31 March** in the following year. This may be altered from time to time by the Board and ratified by Members at a subsequent General Meeting

#### 8.2 Annual Report

The Board shall prepare an annual report, for presentation to the Annual General Meeting, which contains:

- (a) The annual financial statements as required under the Act; and
- (b) An annual report as to the year's activities (collectively known as the annual report);

### 8.3 Annual Financial Statement

The annual financial statement in Rule 8.2(a) shall be subject to an appropriate level of independent scrutiny agreed by members. At a minimum, the annual financial statement will be reviewed by a practicing-chartered accountant, appointed by the Board, who shall not be a member of the Board or an employee of Te Puāwaitanga.

The annual financial statement in Rule 8.2(a) shall be audited by an auditor, if so decided by the Board, who shall be a practicing chartered accountant.

### 8.4 Inspection of Books of Account

The books of accounts of Te Puāwaitanga shall be kept at the office of Te Puāwaitanga, or at such place as the Board may determine, and shall be open to inspection by Members, at such reasonable times as agreed by the Board.

### 8.5 Treasurer to register Financial Statements

The treasurer will send the annual financial statements, and a certificate in the required form, signed by the treasurer, certifying that the annual financial statements have been approved, to the Registrar of Incorporated Societies.

## **9. Application of Income**

- 9.1. The income assets and property of Te Puāwaitanga shall be applied solely towards the promotion of the objects of Te Puāwaitanga.
- 9.2. Save as is provided in this Constitution:
  - (a) No portion of the income, property, or assets of Te Puāwaitanga shall be paid, or transferred directly, or otherwise, to any Member, or Board Member, of Te Puāwaitanga.
  - (b) No remuneration, or other benefit in money or monies, shall be paid or given by Te Puāwaitanga to any Member, or Board Member, of Te Puāwaitanga.
  - (c) Nothing in Rule 9.2(a) or 9.2(b) shall prevent payment in good faith, of or to, any Member or Board Member for;
    - i Any services rendered to Te Puāwaitanga, whether as an employee or otherwise.
    - ii Goods supplied to Te Puāwaitanga in the ordinary and usual course of business.
    - iii Interest on money borrowed from any Member, or Board Member, of Te Puāwaitanga.
    - iv Rent for premises demised, or let, by any Member, or Board Member, of Te Puāwaitanga.
    - v Any approved out of pocket expenses incurred by the Member, or Board Member, on behalf of Te Puāwaitanga for any other reason.

Provided any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties, dealing at arm's length, in a similar transaction.

## **10. Common Seal**

- 10.1 Te Puāwaitanga shall have a common seal.
- 10.2 The Board shall determine when, and by whom, the common seal is to be used and shall make provision for its safe custody in accordance with the Act.

## **11. Indemnity**

Te Puāwaitanga shall indemnify its Board Members, officers, and employees against all damages and costs (including legal costs), for which any such Board Member, or employee may be, or become, liable to any third party, as a result of any act or omission, except wilful misconduct;

- (a) In the case of a Board Member, or officer of Te Puāwaitanga, performed or made whilst acting on behalf of, and with the authority (express or implied) of the Board; and
- (b) In the case of an employee, performed or undertaken in the course of, and within the scope of, their employment by Te Puāwaitanga.

## **12. Insurance**

Te Puāwaitanga may take out Officers Liability Insurance cover for its Board Members, with such insurance company, and on such terms and conditions, as the Board shall decide.

## **13. Liquidation or Winding Up**

- 13.1 Te Puāwaitanga may at any time be put into liquidation if:
- (a) 75% of those entitled to vote at an Annual General Meeting, or Special General Meeting, of which fifty percent (50%) or more must be Founding Members, as laid out in this Constitution, pass a resolution appointing a liquidator; and
- (b) Such resolution is confirmed in a subsequent Special General Meeting, called for that purpose, and held no earlier than 30 days and no later than 60 days after the date on which the resolution was passed.
- 13.2 Upon the appointment of a liquidator, the relevant provisions of the Act shall apply to the liquidation of Te Puāwaitanga.
- 13.3 Upon liquidation, or winding up, of Te Puāwaitanga, the surplus assets available after the payment of all liabilities shall be applied to the benefit of Te Puāwaitanga, in so far as Te Puāwaitanga remains charitable. In the instance that Te Puāwaitanga no longer seeks to exist, or it passes into non-charitable ownership, the surplus assets shall be applied to the benefit of any charitable body (defined as charitable under New Zealand law and have charitable purposes under the Charities Act 2005), which the Board determines will further the objects of Te Puāwaitanga, but in no circumstances shall the assets be paid to, or distributed among, the Members.

## **14. Alteration to the Rules**

- 14.1 This Constitution may only be amended, added to, or repealed by, resolution of 75% of the votes of those Members present at an Annual, or Special General Meeting.
- 14.2 Notice of intention to alter this Constitution must be given by a Member to the Board no later than 21 days prior to an Annual Meeting, or Special General Meeting.

- 14.3 Any rule change may not contravene the purposes, or charitable objects, of Te Puāwaitanga.
- 14.4 Any alterations should be provided within three months to the Register of Incorporated Societies and the Department of Internal Affairs – Charities Services.

## **15. Regulations, Bylaws and Policies**

- 15.1 The Board may make regulations and/or bylaws and policies and alter, amend, or rescind the same as occasions may require, and enforce penalties for their breach. Such regulations, bylaws and policies shall have the same force and effect as this Constitution, but shall not in any way oppose, or be in conflict with, this Constitution. Such regulations, bylaws and policies shall be published to the Members from time to time, or made available to Members, on request.

## **16. Disputes and Matters Not Provided For**

- 16.1 If any dispute arises out of the interpretation of this Constitution or any Rules, resolutions, or policies implements pursuant to this Constitution, or any matter arising which is not provided for in this Constitution, then such dispute or matters shall be referred in writing to the Board, whose decision shall be final and binding.
- 16.2 If the dispute or matter in Rule 16.1 above is between the Board and a Member, or between one or more Board Members ("the parties") the dispute or matter shall be resolved as follows:
- (a) By the parties acting in good faith to seek an agreement; or failing such agreement
  - (b) By a party or parties appointing an independent third person to mediate between them (with the cost of mediation shared 50/50); or failing such agreement at mediation
  - (c) By referring the dispute or matter to the Sports Disputes Tribunal of New Zealand in accordance with the Rules of that Tribunal and/or as directed by that Tribunal.

## **17. Definitions**

In this Constitution, unless a contrary intention appears:

"Founding Member"	means a Member, which upon establishment of Te Puāwaitanga, supports the Objects of Te Puāwaitanga, and which may apply for, and satisfy, all criteria for eligibility for membership as may be specified by the Board.
"Board"	means the controlling body of Te Puāwaitanga.
"Board Member"	means a member of the Board.
"Financial Year"	means the year commencing on 01 April and concluding 31 March.
"General Meeting"	means a meeting of Members.
"Member"	means a Member of Te Puāwaitanga for the time being.
"Regulations"	means any regulations made by the Board under the Rules.
"Rules"	means the Rules of Te Puāwaitanga as set out in this Constitution.
"Seal"	means the common seal of Te Puāwaitanga.
"Resolution"	means a resolution passed in a General Meeting in accordance with this Constitution.
"Objects"	means the objects of Te Puāwaitanga.
"Society"	means Te Puāwaitanga.

"Sports Disputes Tribunal"	means the Tribunal, established under the Sport and Recreation New Zealand Act 2002, to hear and determine sports related disputes, including appeals.
"Act"	means the Incorporated Societies Act 1908.

## 18. Interpretation

In this Constitution unless the context requires otherwise:

Plural and Singular	words in the singular, include plural, and vice versa.
Persons	references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, trusts, associations, and other entities.
Statutes	references to any statutes, include statutes which amend, or replace them.



## 6 Partnership Agreement / Memo of Understanding (DRAFT)

### Memorandum of Understanding

Between

**Te Puāwaitanga (Hub)**

and

**XXX Club, XXX Club, etc (Organisations)**

This document summarises the relationship, expectations and obligations between Te Puāwaitanga and its member organisations and partners. It is prepared and agreed to as a set of principles, rather than a binding legal document.

#### **What Hub will offer to members where required and requested:**

- Facilitate the development of an over-arching strategy plan for Te Puāwaitanga.
- Priority access and discounted hire charges for the Te Puāwaitanga facilities, storage spaces and fields.
- Undertake lease negotiations with Far North District Council (collectively if deemed appropriate by the members).
- Lead the negotiation of shared services purchasing agreements (power, IT, internet, waste disposal, cleaning, building maintenance i.e. plumbers, electricians, photocopiers, stationary, food, alcohol etc.).
- Assistance at no cost, with operational grant funding applications each year to gaming machine trusts and other appropriate funders.
- Review and assist with registration and database processes to ensure the organisation meets its obligations under legislation relating to incorporated societies / trust deeds.
- Support to ensure all other relevant legislative requirements are met.
- Review of the constitution of the organisation, including a list of recommendations to improve and modernise the organisation's constitution.
- Provide templates of generic health and safety policies, and assistance to specifically adapt these relevant to the organisation's needs, to ensure the organisation complies with relevant health and safety legislation (good practice examples may be shared across organisations).
- Assistance in the review, or development and ongoing implementation, of a strategic plan for the organisation.
- Assistance in engaging and communicating with the Far North District Council, Sport Northland, Regional Sports Organisations, Schools and others, to further the interests of the organisation as it relates with these parties.
- Not admit any organisation to Te Puāwaitanga that is in direct competition with any member organisation.
- **Member clubs to contribute additionally here**

#### **Areas of ambition that Hub seek to be able to offer:**

- Advance development of the fields, car parks, toilets / changing rooms, gymnasium, social rooms, kitchen, bar and training facilities.
- Assistance with capital projects, or redevelopments, if they lead to multi-code and multi-user spaces, as well as increasing space for member sports.
- Assistance with marketing and promotion, via the engagement of a social media expert available to all member organisations.
- Facility maintenance, management operations, compliance, utilisation and programming (booking) if deemed appropriate by members.

- As capacity increases, to employ the services of staff to develop and deliver collaborative events, programmes, activities, services and opportunities to widen the sport and recreation experience for our community.

**In return, the organisations commit to:**

- Representatives attending six-monthly meetings, or briefings, as organised by Te Puāwaitanga.
- Representatives attend the Te Puāwaitanga Annual General Meeting.
- Communicate to Te Puāwaitanga any major pressing issues relating to the organisation.
- Make every effort to abide by its own constitution and all relevant legislative requirements, particularly its obligations under legislation relating to its status as an incorporated society or trust.
- Positively endorsing Te Puāwaitanga in the community and encouraging patronage and use.
- Paying annual membership fees and facility hire, so long as appropriate and reasonable, as set by the Te Puāwaitanga Board.

**Unless specifically requested, Te Puāwaitanga will leave the organisation to undertake its own affairs relating to:**

- Management of facilities it owns and operates.
- Promotion and development of the organisation as a provider of, and participant in, their sport or activity.
- Recruitment of new members and volunteers.
- Coaching, team selection, officiating, organising sporting and social events, and any other club business.
- Requirements as set down by their Regional Sports Organisation.
- Any, and all, other activity that is mandated within the objects of the organisation.

**Signed:**

Te Puāwaitanga

\_\_\_\_\_  
Signature                      Name

AND:

## Organisation 1

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Signature	Name
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## Organisation 2

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Signature	Name
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### Organisation 3

----- Signature ----- Name -----

## Organisation 4

----- Signature ----- Name -----

Dated

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