
Introduction

Sport NZ Ihi Aotearoa has a vision of “Every Body Active”, in the knowledge that Play, Active Recreation and Sport has the power to create a happier, healthier and more connected Aotearoa New Zealand. Our Sport NZ Group mission is to empower everybody to realise their aspirations in Play, Active Recreation and Sport, whilst giving effect to Te Tiriti o Waitangi.

We can only realise this vision when working with other organisations to achieve shared outcomes and support the provision of quality physical activity and sport experiences for tangata whenua and all New Zealanders.

For the strategic period 2024-28, Sport NZ’s investment is targeted towards better physical activity outcomes for tamariki (children aged 5-11) and rangatahi (young people aged 12-18). In doing so, we aspire to reduce the drop-off in physical activity levels of rangatahi and increase physical activity levels for those tamariki and rangatahi who are less active.

This investment supports Opotiki District Council to administer a Rural Travel Fund in your region, in line with the Sport NZ Rural Travel Fund Guidelines, to support tamariki and rangatahi in isolated rural areas to be able to participate in sport and active recreation.

The reporting requirements, payment information and other requirements of your organisation are outlined in this agreement and should be read in conjunction with the Terms and Conditions.

Commencement Date: 1 July 2024
End Date: 30 June 2028

Initiatives and Related Requirements

Initiative: Rural Travel Fund 2024-28 - Opotiki District Council			
This investment supports Opotiki District Council to administer a Rural Travel Fund in your region, in line with the Sport NZ Rural Travel Fund Guidelines.			
Start Date	01 Jul 2024	End Date	30 Jun 2028
Type	Paid Direct	Investment	\$38,000.00
Requirements		Due Date	Status
Annual Reporting		30 Jun 2025	Pending
Annual fund reporting and survey.		30 Jun 2026	Pending
		30 Jun 2027	Pending
		30 Jun 2028	Pending

Payments

Note that payments may be subject to satisfactory completion of requirements

Payments by date

Payment Scheduled Date	Amount Plus GST if applicable
4 July 2024	\$9,500.00
3 July 2025	\$9,500.00
2 July 2026	\$9,500.00
2 July 2027	\$9,500.00
Total Payments	\$38,000.00

Payments by Initiative

Payment Scheduled Date	Amount Plus GST if applicable
Rural Travel Fund 2024-28 - Opotiki District Council	
2024/25	\$9,500.00
2025/26	\$9,500.00
2026/27	\$9,500.00
2027/28	\$9,500.00
Total	\$38,000.00
Total Payments	\$38,000.00

Sport NZ Signatory

Signed:

Partner Signatory

Signed: Stace Lewer

CEO, Opotiki District Council





Jim Ellis

Position: Group Manager Play, Active Recreation & Sport

Date: 24 June 2024

Position:

Date:

Terms and Conditions

In this document:

- “we” and “us” refers to Sport New Zealand (Sport NZ)
- “you” and “your” refers to the other party or parties who have signed the contract

Term

1. This Agreement starts on the Commencement Date set out on the front page of this Agreement and ends on the End Date set out on the front page of this Agreement, unless otherwise terminated in accordance with this Agreement.

Mutual obligations

2. While carrying out its responsibilities under this Agreement, each party must:
 - (a) act with reasonable care, skill and diligence;
 - (b) not do, or permit to be done, anything which is or could be detrimental to the goodwill, name, or reputation of the other party; and
 - (c) comply with applicable laws.

Your obligations

3. In addition to the general obligations set out in clause 2 of these Terms and Conditions, you must:
 - (a) apply any Funding strictly for the purposes set out in this Agreement;
 - (b) adopt and comply with any applicable regulations or instruments relating to the integrity of sport, as required by us; and
 - (c) unless agreed otherwise, comply with any of Sport New Zealand’s national policies advised by us, existing or as amended from time to time.

Payment of Funding

4. Sport New Zealand will pay any Funding to you, or to any other party as agreed, on the timeframe and terms set out in this Agreement. Sport New Zealand is not required to make any Funding payment to you if, at the time the payment is due under this Agreement, you:
 - (a) are in breach of this Agreement; or
 - (b) have not completed the relevant requirements or key performance indicators.

Repayment of Funding

5. Sport New Zealand may require you to repay any Funding on demand (in which case that Funding will be a debt due to Sport NZ) if:

- (a) you are in breach of clause 3(a) of these Terms and Conditions; or
- (b) you use the Funding other than as set out in this Agreement; or
- (c) the Funding was more than required to satisfy the purpose set out in this Agreement (provided that the repayment is limited to the surplus);

Health and Safety

6. You:
- (a) acknowledge that you have obligations under health and safety legislation, and will comply with those obligations;
 - (b) will ensure that anyone performing work relating to the Funding, is aware of and has appropriate systems in place to comply with their obligations under health and safety legislation;
 - (c) will, if requested, provide Sport New Zealand with relevant information on your health and safety practices; and
 - (d) will immediately notify Sport New Zealand of any notifiable event (as defined in the Health and Safety at Work Act 2015) relating to the Funding.

Child Protection

7. You acknowledge that:
- (a) you have policies and practices that support and protect children and young people;
 - (b) every person involved in your organisation has a legal and moral responsibility to protect children and young people from abuse and neglect. Children and young people have a right to take part in play, sport and active recreation in a safe environment and to receive the support they need if they are at risk or vulnerable;
 - (c) every childhood is important, and every child and young person has the same rights to enjoyment, to have their views considered and to be free from abuse. All children and young people, regardless of their background, have the right to access the support they need;
 - (d) it is crucial all children and young people are in the care of safe and skilled adults who are supported, trained and guided by effective policies, procedures and standards; and
 - (e) you will, if and to the extent required, comply with your obligations under the Children's Act 2014.

Information and reports

8. In addition to providing the reports as set out in this Agreement, you must provide Sport New Zealand with reports on any issues that may affect the achievement of any requirements or KPIs under this Agreement or performance of an obligation under this Agreement (including the nature of the issue and any remedial plan to address that issue) as soon as practicable after they become known (unless agreed otherwise between the parties).

Public Announcements

9. Each party agrees that they must:
 - (a) obtain the prior written consent of the other party to making any public statement relating to or in connection with this Agreement;
 - (b) if the other party requires, not make a public statement; and
 - (c) both consent to, and approve, the disclosure or release of any joint media or public announcement made in connection with this Agreement.
10. The consents to be provided under clause 9 must not be unreasonably withheld.

Confidentiality

11. Each party will maintain as confidential at all times, and will not at any time, directly or indirectly:
 - (a) disclose or permit to be disclosed to any person;
 - (b) use for itself;
 - (c) use to the detriment of the other party;any Confidential Information (meaning the provisions of this Agreement and all information obtained in connection with this Agreement) except:
 - (a) as required by law (including the Official Information Act 1982);
 - (b) as is already or becomes public knowledge, otherwise than as a result of a breach, by the party disclosing or using that Confidential Information, of any provision of this Agreement;
 - (c) as authorised in writing by the other party; and
 - (d) to the extent reasonably required by this Agreement, including disclosure by a party to those of its officers, employees, contractors or professional advisers, and for Sport NZ to Ministers, on a "need to know" basis, as is reasonably required for the implementation of this Agreement.

Force Majeure

12. Neither party (Affected Party) will be liable for any delay or for any failure to fulfil its obligations under this Agreement if:
 - (a) the failure or delay arises directly from, or as a consequence of, any cause or circumstance beyond the reasonable control of the Affected Party (Force Majeure Event); and
 - (b) the Affected Party:
 - (i) as soon as reasonably practicable after the start of the cause or circumstance notifies the other party in writing of the nature, effects and expected duration of the cause or circumstance; and
 - (ii) uses its best endeavours to continue to perform its obligations as required under the terms of this Agreement and to mitigate the effects of the cause or circumstance on the performance of its obligations under this Agreement.
13. If either party notifies the other of a Force Majeure Event, Sport NZ may, after consulting with you, suspend payment of some or all Funding to you unless and until the Force Majeure Event ends.

Termination

14. Either party may terminate this Agreement at any time by giving the other party at least three months' notice.
15. Either party may immediately terminate this Agreement by giving notice in writing to the other party ("defaulting party") if any of the following occurs:
 - (a) the defaulting party commits a breach of this Agreement and fails to remedy that breach within 20 business days of receipt of notice by the other party requiring the breach to be remedied; or
 - (b) the defaulting party commits a material breach of this Agreement that is not capable of remedy.
16. Sport NZ may terminate this Agreement immediately by giving notice in writing to you if you cease to carry on all or substantially all of your business and operations, become insolvent or are presumed to be insolvent under any applicable law.

Consequences of termination

17. The termination of this Agreement will be without prejudice to the parties' accrued rights and responsibilities in respect of breaches prior to termination.
18. Following termination of this Agreement for any reason:
 - (a) unless otherwise agreed in writing with us, you will immediately repay to Sport New Zealand all Investment and Funding advanced by Sport New Zealand to you, not expended by you;
 - (b) unless otherwise agreed in writing with us, you will immediately cease to use any trademarks, logos or designs that are Sport New Zealand's intellectual property;
 - (c) you will provide Sport New Zealand with any records or information that Sport New Zealand request relating to the Funding that Sport New Zealand request; and
 - (d) each party will return, without delay, to the other any property belonging to the other party that it has in its possession or control.

Records and audits

19. You must keep full, accurate and up to date records relating to the performance of your obligations under this Agreement, and must retain such records five years from the termination of this Agreement. You must provide copies of any records reasonably requested by us.
20. You must allow, and procure that your subcontractors and any recipients of Funding allow, Sport New Zealand and Sport New Zealand's auditors or advisors to access any of your premises, personnel, and relevant records as may be reasonably required to verify that you are complying with your obligations under this Agreement.

Intellectual Property

21. The parties agree that:
- (a) Sport New Zealand will jointly own any intellectual property created through the Funding (New IP) as such rights arise; and
 - (b) Sport New Zealand has the right to use any New IP, and the other's party's existing intellectual property (to the extent needed to use the New IP), for Sport New Zealand's own purposes without needing the consent of the other.

Limitation and Exclusion of Liability

22. Subject to clause 23 neither party shall be liable to the other party for any:
- (a) loss of profit, loss of revenue, loss of business opportunity, or damage to goodwill; or
 - (b) indirect, consequential or special loss or damage
23. Clause 22 does not limit either party's liability for any breach of clauses 9 to 11, or to pay or repay any amount due under this Agreement.

Miscellaneous

24. Each notice under this Agreement must be in writing and delivered to the person nominated by each party as contact person for the purpose of this Agreement.
25. This Agreement may only be varied in writing, by agreement of both parties. You will not unreasonably refuse to agree to any variation required to reflect any new or varied policy of ours.
26. This Agreement is a legally binding agreement between us, constitutes the entire agreement between the parties, and supersedes all prior correspondence, promises, representations, warranties, or agreements, whether written or oral.
27. Following expiry or termination of this Agreement, clauses 5, 6(c) and (d), 17 to 23, together with other provisions that are by their nature intended to survive, will remain in effect.

Appendix 1: Initiative Details

1. Rural Travel Fund 2024-28 - Opotiki District Council
This investment supports Opotiki District Council to administer a Rural Travel Fund in your region, to support tamariki and rangatahi in isolated rural areas to be able to participate in sport and active recreation.