

**2007/2010 TRUSTS STADIUM FUNDING  
AGREEMENT**

**FOR THE OPERATIONS OF THE TRUSTS STADIUM BY THE  
WAITAKERE CITY STADIUM TRUST**

## 2007/2010 TRUSTS STADIUM FUNDING AGREEMENT

### for the operations of the Trusts Stadium

**PARTIES:** WAITAKERE CITY COUNCIL ("Council")

WAITAKERE CITY STADIUM TRUST ("WCST")

#### BACKGROUND

- A. The Trusts Stadium facility ("the Stadium" as defined in Schedule 1) is managed and operated by Waitakere City Stadium Trust (WCST).
- B. The principal purpose of the Stadium is to serve the wider Waitakere community as a key multi-purpose venue for sporting, leisure, trade and cultural activities and events.
- C. The relationship between Council and WCST for the Stadium has been formalised through a document titled Waitakere City Leisure Precinct Sports Complex Charter and dated 31 July 2002.
- D. Council recognises that the Stadium facilities are capable of hosting national and international events and providing economic benefits to Waitakere City. Council however also wants to ensure wider community benefit by supporting the community's ability to use and enjoy the Stadium and recognises the need to provide some initial operational investment while the Stadium establishes itself in order for Council's community outcomes to be met.
- E. Both Council and WCST believe that it is not desirable for community use of the Stadium to be monopolised by any one user, user group or sporting activity and are committed to enhancing the wellbeing of people in the

community by providing broad based opportunities for participation in recreational and leisure activities.

- F. Council provided the land for the Stadium and contributed \$12,865,000 towards the construction costs of the Stadium to ensure affordable ongoing community access and to secure an alternative venue for Waitakere Basketball which enables the Corban Estate to be developed.
- G. Council resolved in June 2002 to provide to WCST, once the Stadium opened, an ongoing operating contribution of \$250,000 annually with this amount to be reviewed in subsequent years and reduced for any efficiencies in operation. This contribution was increased in the 2005/2006 Annual Plan to \$475,000 as a short term measure to cover some of WCST's initial cash flow problems.
- H. Council resolved in 2002 to set aside the depreciation costs of the Building Asset ("the Building Asset" as identified in Schedule 1) as set out in WCST's accounts. This sum was to be retained by Council and used for any renewal expenditure required on the Building Asset identified in the Asset Management Plan (as defined in clause 5.5). WCST is responsible for funding the depreciation on all other assets at the Stadium.
- I. Council has resolved to approve 3 year funding for certain of its recognised funding partners, including WCST.
- J. The purpose of this Funding Agreement is to reflect Council's expectations of its investment in the Stadium and the joint goals and respective responsibilities of the Council and WCST. The Council and WCST will work together and use their collective resources and knowledge (other than that of a confidential nature) to assist in the attainment of the results, objectives and targets established for activities at the Stadium as outlined in Schedule 2.

## **TERMS OF THIS AGREEMENT**

### **1. Term**

- 1.1. This agreement commences on the 1<sup>st</sup> day of July 2007 and expires on the 30<sup>th</sup> day of June 2010 ("the Term").

### **2. Funding and Payment**

- 2.1. Council will pay to WCST \$475,000 plus GST for each year of the Term. Payment will be made in two instalments, the first payment of \$225,000 + GST will be made following the signing of this agreement and on the 1<sup>st</sup> of July in each of the subsequent years. The second payment of \$250,000 + GST will be made on the last day of February in each year of the term.
- 2.2. All payments under clauses, 2.1 are subject to WCST providing, and Council approving, the reports required under clause 4.2 and WCST demonstrating to Council a satisfactory level of achievement of the annual 'Results, Objectives and Targets' detailed in Schedule 2.
- 2.3. Council will undertake a review of WCST's financial position in November 2009 and to be completed by the end of February 2010, to determine Council's future operational contribution to WCST's operations at the Stadium.

### **3. Services**

- 3.1. During the Term of this Agreement WCST will apply the funding provided pursuant to clause 2 towards the performance of the services or the provision of the programmes described in Schedule 2 to this Agreement ("Services").
- 3.2. The Services will at all times be provided by WCST exercising due care, diligence, and skill, in conformity with all applicable industry standards.
- 3.3. WCST will, throughout the Term:

- (a) When using staff to conduct its operations and perform the Services, observe good employer principles;
- (b) Use its best endeavours to comply with all of its obligations in relation to the health and safety of its employees, customers and recipients of the Services;
- (c) Maintain adequate public liability cover in a sum acceptable to Council.

#### **4. Performance Measurement**

- 4.1. WCST will use its best endeavours to ensure that the performance measures set out in Schedule 2 are met or achieved during the Term of this Agreement.
- 4.2. WCST will regularly monitor achievement of the performance measures during the Term and will provide to the Council (in a form approved by the Council) written reports on a four monthly basis. Reports will cover the Year to Date as at the last day of October, February and June of each year of the term. Reports are to be provided before the 10<sup>th</sup> of the second month following the end of each report period unless otherwise stated. For the avoidance of doubt, by example the October report will be required by 10 December and so on and must be received and approved by Council before any subsequent payment can be made. Reports will contain, but are not limited to, the following:
  - (i) A brief description of each Service and business area,
  - (ii) The performance of each Service and business area against its respective target in accordance with Schedule 2,
  - (iii) A general overview of the success of each service and business area, what the factors were behind the level of success or lack of success and what steps WCST is taking to capitalise on or improve the level of success,

- (iv) Profit and Loss reports detailing progress for that period and the year to date performance allowing Council to understand how effective the Council funding is at meeting the Stadium's operating needs.
- (v) Updated visitor statistics with a breakdown of visitor numbers per User Group ("User Groups" as defined in Schedule 1)
- (vi) Information on bookings and actual court use during that period for both Basketball Waitakere City and Waitakere Netball including but not limited to:
  - Actual courts hours used
  - Any bookings that were Bumped (as defined in schedule 1) for either of the above users
  - A list of days that were Unavailable (as defined in schedule 1).

4.3. Meetings shall be held between the Council Representative and a WCST representative as may be requested from time to time by either party to discuss topics relevant to this Agreement.

4.4. Solely for the purposes of Council assessing the achievement of Schedule 2 outcomes WCST will provide in confidence to the Council:

- a) A copy of WCST's Strategic Plan as prepared/updated annually for the Stadium in its final form within 3 months of the signing of this Agreement and before the end of September thereafter for each financial year of the term if any updates have occurred.
- b) A copy of the Asset Management Plan updated annually as detailed in clause 5.5.

and by request:

- c) A copy of risk management plans for the Stadium

- d) An Annual Report detailing User Groups and their agreed usage and subsidy policies between WCST and those User Groups that utilise the Stadium to help Council identify the mix of usage.
  - e) A list of all forward event, community and user group bookings at the Stadium.
  - f) A schedule of current user court hire charges.
  - g) A report outlining Peak Hours (as defined in schedule 1) available and Peak Hours utilised for any 4 month period.
  - h) Produce with the assistance of Council meaningful market information on the economic benefits to Waitakere City of major events held at the Stadium
- 4.5 WCST agrees to forward to Council's representative for his or her information any intended change or changes to user court hire charges 14 days prior to implementation,
- 4.6 WCST will allow Council to undertake an annual survey of Community Arena users (as defined in Schedule 1) for the purpose of assessing the attainment by WCST of the performance targets set out in Schedule 2.
- 4.7 WCST will allow Council full access to records enabling the Council, should it wish to do so, to fairly and fully audit achievement of the performance targets by WCST.
- 4.8 If Council is notified that any of the Results, Objectives and Targets set out in Schedule 2 may not be met:
- (a) then WCST will provide a full explanation and assessment of the circumstances surrounding the potential non-achievement of the particular performance target; and
  - (b) the parties shall meet within 14 days of such notification to discuss a possible variation of the Agreement or other remedy.

## **5. WCST Responsibilities**

- 5.1. WCST will use its best endeavours to ensure that in any publicity connected with the Services the Council receives recognition for its role as a major funder of WCST and the Stadium and is referred to as the "Major Funding Partner".
- 5.2. In addition, WCST will grant to Council increased signage within the Stadium in addition to that presently granted to Council (although Council acknowledges it is aware that at times WCST will be obliged to provide a "clean venue") the exact amount of such signage to be negotiated between WCST and Council and in a manner consistent with the hierarchy of Stadium Sponsorships. Any costs of such signage to be borne by the Council..
- 5.3. In any case where WCST is authorised to use the Council's logo for promotional purposes, it will comply in all respects with the Council's directions for the use of that logo.
- 5.4. WCST will make a representative available to attend and present if necessary to a Council Committee meeting on at least two occasions each financial year during the Term of this Agreement. Council's representative will provide notice of the requirement to make such a presentation at least 21 days prior to the relevant Council Committee meeting.
- 5.5. WCST will produce for the approval of Council at its own cost an Asset Management Plan, with assistance from Council's Property Department, outlining the planned renewal and maintenance of all assets including the Building Asset (as defined in Schedule 1) WCST will undertake the required maintenance and renewal work as outlined in the approved Asset Management Plan and will allow Council's Property department to conduct an annual audit to ensure this has occurred. Any renewal costs for the Building Asset will be funded by Council, as outlined in 6.1.
- 5.6. Where available through negotiation with each event promoter, WCST will provide Council with complimentary tickets to events held in the Stadium and

will ensure that the number of tickets provided is at least the same as that provided to any other major funder and are sent to the office of WCC's CEO for distribution.

## **6. WCC Responsibilities**

- 6.1 Council agrees to pay to WCST any renewal costs for the Building Asset identified in the approved Asset Management Plan described in clause 5.5.
- 6.2 Council will conduct an annual audit to determine the condition of all assets and that all maintenance and renewal has been completed as outlined in the approved Asset Management Plan detailed in 5.5.

## **7. Co-operation**

- 7.1. The parties agree to co-operate with each other to the fullest extent reasonably possible during the Term of this Agreement so as to ensure that:
  - (a) WCST achieves the outcomes and targets set out in Schedule 2 and
  - (b) Council achieves maximum and best value for the funding provided under clause 2 of this Agreement.
- 7.2. The parties will use their best endeavours to exchange information, on a proactive rather than reactive basis, in respect of all matters which are relevant to the performance of the Services. Requests for information will be actioned as fully as possible and within 10 working days.
- 7.3. The parties agree to communicate in the following manner with regards to the following issues:
  - (a) WCST and Council will seek to reach agreement on common stances before any public media comment is made by either party about the other which is not positive or endorsing of the other party's actions.

The CEO's of each party will meet to discuss any such matter fully and try to reach agreement on all such statements to be made publicly regarding the Stadium or WCST.

- (b) Initial contact about serious issues will be made via Council Director/CEO to WCST CEO and not through other staff members of WCST or its Board.

## **8. Force Majeure**

- 8.1. Neither party shall be obliged to perform, and shall be deemed not to be in default of its obligations under this Agreement, if prevented in whole or in part from performing its obligations under this Agreement by reason of any matter beyond the control of either or both of the parties ("force majeure").
- 8.2. The parties forthwith upon the occurrence of a force majeure will diligently do all acts and things which may be necessary or desirable to remove such force majeure as quickly as possible, but neither party shall be required to settle strikes, lockouts or other labour disputes or meet any claims or demands by government authority contrary to the wishes of that party which may be prejudicial to the interests of that party.

## **9. Cancellation**

- 9.1. Either party may cancel this Agreement if the other party is in breach of this Agreement and the other party, after receipt of written notice of the circumstances of such breach, has not completed the steps required to be taken to remedy that breach in a reasonable period (but no less than 60 days) within which such action is required.
- 9.2. The Council may cancel this Agreement if at any time during the Term WCST:
  - a) Ceases, refuses or is unable (except as provided in clause 7) to provide the Stadium programme service objectives to the agreed targets as detailed in Schedule 2, or
  - b) Consistently fails to achieve the agreed targets set out in Schedule 2.

9.3 In the event of the cancellation of this Agreement, WCST will return to Council any unexpended money advanced by Council and held or able to be recovered by WCST at the time of the cancellation

## 10. Miscellaneous

### 10.1. Relationship

Nothing in this Agreement shall be construed to create the relationship of master and servant, principal and agent, partnership or joint venture.

### 10.2. Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter and supersedes all prior agreements or undertakings, whether oral or written. WCST confirms that in entering into this Agreement it has not relied upon any statement, warranty or other representation made or information supplied by or on behalf of Council.

### 10.3 Waiver

- (a) Waiver of a breach of this Agreement or any rights created by or arising upon default under this Agreement must be in writing and signed by the party granting the waiver.
- (b) A breach of this Agreement is not waived at law or equity by any failure or delay in exercise, or partial exercise, of any right or remedy available under this Agreement.
- (c) A right or remedy created or arising upon default under this Agreement is not waived by any failure or delay in exercise or partial exercise of that remedy.

#### 10.4 Council's Representative

The Council's Representative will be a person nominated by the Director of City Services from time to time to receive reports, to give and receive notices, and to perform all matters relating to this Agreement on behalf of Council. Until otherwise notified in writing to WCST by the Director of City Services, Council's Representative is the Leisure Services Projects and Contracts Officer,

#### 10.5 WCST Representative

WCST's Representative will be the Chief Executive of the WCST from time to time, to provide reports, to give and receive notices, and to perform all matters relating to this Agreement on behalf of WCST.

#### 10.6 Notices

(a) Any notice under this Agreement may be given as provided in the Property Law Act 1952 and in any event shall be deemed sufficiently served if:

(i) actually received by the addressee or its authorised representative; or

(ii) Sent by post, fax or email to the service address as listed below. (Any notice sent by post shall be deemed to have been served on the day following posting.)

(b) WCST's service address:

The Trusts Stadium  
Central Park Drive  
PO Box 21 241  
Henderson  
WAITAKERE CITY  
Fax No: 912-2993  
Attention: Simon Wickham  
E-mail: [simon.wickham@thetrustsstadium.co.nz](mailto:simon.wickham@thetrustsstadium.co.nz)

(c) The Council's service address:

6 Henderson Valley Road  
DX CX 10250, Auckland Mail Centre  
Private Bag 93 109, Henderson  
WAITAKERE CITY  
Fax No: 836-8001  
Attention: Projects and Contracts Officer – Leisure Services

- (d) Either party may by notice in writing notify changes to that party's service address any time and from time to time.

## **11. Resolution of Disputes**

### **11.1 Notice of Dispute**

In the event of a dispute between the parties, either party may provide to the other written notice adequately identifying the subject matter of the dispute or difference.

### **11.2 Good Faith Negotiation**

The parties will use their best endeavours to resolve all disputes by good faith negotiation. Any dispute may be referred to the personal negotiation of the Chief Executives of both parties.

### **11.3 Mediation**

If the matter cannot be resolved by negotiation, the matter will be referred to mediation by a mediator agreed between the parties and failing agreement by a mediator appointed by a President for the time being of the Auckland District Law Society or the President's nominee.

**Signed for and on behalf of  
WAITAKERE CITY COUNCIL**

\_\_\_\_\_  
Chief Executive Officer

Date:



**Signed for and on behalf of  
WAITAKERE CITY STADIUM TRUST**

\_\_\_\_\_  
Chief Executive officer

Date:



# Schedule 1

## Definitions

### Stadium

**Stadium** – all the facilities inside the stadium building excluding Momentum and the Physiotherapy clinic.

**Arena** – all the facilities inside the **Stadium** excluding the Function and Meeting rooms.

**Precinct** – all the facilities outside the **Stadium** including the Douglas Track and Field, Grandstand and adjoining Playing fields.

**Building Asset** – the structural shell and foundations of the stadium building.

### User groups

**Community Arena user** – community visitors who primarily use the **Arena** for the purpose of sport or recreation for community use rather than event or function purposes or professional sport users. Basketball Waitakere City, Waitakere Netball.

**Community Precinct user** – users of the **Precinct** including athletics track, playing fields and grandstand users whose primary activity is sport and recreation rather than attending events e.g. Athletic club, and Rugby club.

**Arena Event visitors**– visitors to one off events inside the **Stadium** and including professional sport users of the **Arena**, e.g. music concerts, Trash to Fashion, Breakers/All Blacks/Diamonds training.

**Precinct Event visitors** - visitors to events held outside in the **Precinct** and includes events that utilise both the **Arena** facilities and **Precinct** facilities for the same event.

**Function Users**– visitors to the function facilities including meeting room visitors, i.e Genesis Lounge, Heron Bar., Heron Coaches Room, Canam Room, Grandstand Lounge.

## **Events**

**Major community event** – An important “Waitakere” event that attracts more than 1,000 visitors where the venue is hired out at a discounted rate, e.g. Diwali, Trash to Fashion, Toddlers Day out (could be an inside or outside event).

**Medium Profile event** – Attracts more than 1,500 visitors and gains at least media coverage within the wider Auckland area e.g. Bring it on (could be an inside or outside event).

**High profile event** – attracts more than 3,000 visitors and at least attracts national media coverage, e.g. Fight for Life, Cirque Rocks, World Netball champs, concerts, test matches (could be an inside or outside event).

## **Bookings**

**Meeting room bookings** – Booking made for any of the rooms listed below for the purpose of a Business, Association or Club meeting.

**Function room bookings** - Booking made for any of the rooms listed below for the purpose of celebrations, award dinners and presentations and for any purpose other than a general Business, Association or Club meeting

### **List of Meeting and Function rooms**

- Genesis Lounge
- Heron Bar
- Heron Coaches Room
- Canam Room
- Grandstand Lounge
- Any other meeting or function rooms developed on site

## **Other definitions**

**Bumped** – Court was booked by client but was cancelled to make space for another booking.

**Unavailable**- days when clients were unable to book court space because of a previously arranged booking.

**Peak Hours** – Monday to Thursday from 4pm until 10pm, excluding School holiday periods.

**Community Rate** – discounted rate for use of the **Arena** facilities as detailed in the Stadium's pricing policy.

**Schedule 2**  
**The Trusts Stadium Programme/Result Objectives and Targets**  
**2007/2010**

Business Area	Outcomes Sought	Measurement	Annual Target 2007/2010	Report frequency
Core Operations	Provide access to the Stadium and Precinct facilities for the Waitakere Community and wider Auckland in accord with the Booking Policy attached as Schedule 3.	Provide to Council total visitor numbers for <ul style="list-style-type: none"> <li>• Community Arena users,</li> <li>• Community Precinct users</li> <li>• Arena Event visitors,</li> <li>• Precinct Event visitors</li> <li>• Function users</li> </ul> (Not including Momentum)	Min of 450,000 total visitors With a min of 110,000 Community Arena users 100,000 Community Precinct users 190,000 event visitors (which includes both Arena Event and Precinct Event visitors).	Reported 4, 8 & 12 months
Core Operations	Provide sound accounting practice and procedures	Independent financial year end audit completed by WCST appointed auditors. Audit of policies and procedures	Satisfactory audit report provided to Council	Reported 4, 8 & 12 months
Core Operations	Performance to budget	Monthly P&L and balance sheet results (not including Momentum)	Within 12% variance at year end	Reported 4, 8 & 12 months
Core Operations	Provide a high quality well maintained facility for community use	Conform to requirements of approved Asset Management Plan Satisfactory annual audit conducted by Council's Property Department	Stadium Assets maintained as per Asset Management Plan	Reported 4, 8 & 12 months

A17

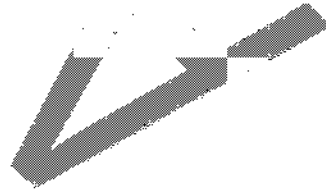
Events & Hospitality	Attract high profile events that showcase the Stadium, Precinct and Waitakere to wider Auckland and New Zealand	Evidence of events occurring	3-5 events	Reported 4, 8 & 12 months
Events & Hospitality	Attract medium profile events that showcase the Stadium, Precinct and Waitakere to wider Auckland	Evidence of events occurring	3-5 events	Reported 4, 8 & 12 months
Events & Hospitality	Provide convention and/or trade show centre	Evidence of events occurring	Min 3 events	Reported 4, 8 & 12 months
Events & Hospitality	Provide venue for a range of major community events	Evidence of events occurring	Min 3 events	Reported 4, 8 & 12 months
Events & Hospitality	Provide facilities for Cultural/Religious events	Evidence of events occurring	3 events	Reported 4, 8 & 12 months
Events & Hospitality	Provide a high quality conference and hospitality venue for Auckland businesses, Clubs and Associations.	Customer survey Booking statistics	80% satisfaction in the venue 1000 bookings per year with at least 200 of those bookings to be for function room booking as opposed to Meeting room bookings	Reported 4, 8 & 12 months

A18

<p><b>Community Arena Users</b></p>	<p>Provide <b>Community Arena users</b> with a <b>discounted Community Rate</b></p>	<p>Signed user agreements in place <b>Community Arena users</b> survey</p>	<p>Minimum 3,000 hours used by the <b>Community Arena users</b> at a <b>Community Rate</b></p>	<p>Reported 4, 8 &amp; 12 months</p>
<p><b>Community Arena Users</b></p>	<p>Majority of the court space at <b>Peak Hours</b> is available for regular hirers</p>	<p>Percentage of the total <b>Peak Hours</b> available less the <b>Peak Hours</b> unavailable due to events, maintenance, pack in and pack out time.  Council conducted <b>Community Arena users</b> survey</p>	<p>At least 80% of total peak hours are available to <b>community arena users</b></p>	<p>Reported 4, 8 &amp; 12 months</p>
<p><b>Community Arena Users</b></p>	<p>Basketball Waitakere City is to be allowed at least 3,000 hours of preferential court bookings per year. WCST will make additional hours available, subject to WCST's booking policy, if Basketball Waitakere City can show that it has fully utilised the 3,000 hours and can demonstrate a real demand for additional hours of preferential court bookings.</p>	<p>Booking statistics  If there is a request by Basketball Waitakere City for additional hours of preferential court bookings beyond the 3,000 hours allocated, Basketball Waitakere City must provide WCST and Council with a operational/strategic plan outlining how they anticipate utilising those additional hours.</p>	<p>No less than 3,000 hours of preferential court bookings are to be available to Basketball Waitakere City however the booking of any additional hours will be subject to WCST booking policy as attached as schedule 3.</p>	<p>Reported 4, 8 &amp; 12 months</p>

A19

<p><b>Community Arena Users</b></p>	<p>Maximum utilisation of available Peak court hours by <b>Community Arena users</b></p>	<p>Statistics to be supplied on the percentage of Peak court hours available and Peak court hours utilised by <b>Community Arena users</b></p>	<p>A 5% increase in the Peak court hours used by <b>Community Arena users</b> for each year of the term however should either Basketball Waitakere, City or Netball Waitakere decrease their Peak Hours used from the previous year by 5% or more then WCST will not be expected to reach this target.</p>	<p>Reported 4, 8 &amp; 12 months</p>
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### Schedule 3

## THE TRUSTS STADIUM BOOKING POLICY 2006

### BACKGROUND

The Trusts Stadium's primary objective in the charter is to serve the Waitakere community as a key multi-purpose venue for hosting sporting, leisure, trade and cultural activities and events.

We have set some key goals this year that Council and The Trusts support. Those that primarily relate to WCST's use of the Stadium are as follows:

- 450,000 visitors annually
- Retention of 80% of key Auckland based events from the previous year
- Securing long term tenure of 3-4 "anchor" high profile teams or multi-use events
- Securing financial supporters, business partners and business areas that can deliver returns to assist support community access and utilization
- Attracting key high profile events that showcase The Trusts Stadium and Waitakere to wider Auckland and New Zealand – the aim is to attract 3-5 key events
- Provide a convention and trade show centre and attract 3-5 such events
- Provide a high quality conference, meetings and hospitality venue with 1000 bookings per year
- Provide regular users with Waitakere friendly access at 50% or greater discount of commercial rate with a minimum of 3000hours at peak time (Mon to Friday 5-10pm)

As the use of The Trusts Stadium increases WCST are conscious of the need to carefully consider how to maintain a balance of competing interests for use of the facility. WCST will use the following policy and procedures with respect to taking bookings and assessing what events and users will have priority going forward.

To maximize utilization during peak times during week nights we propose to only accept advanced bookings for 2 hour blocks as follows with regard to court hire:

- 6 – 8 pm
- 8 – 10pm

The following matrix will be used to assess the various users of The Trusts Stadium and the conditions that apply to accepting bookings and amending bookings as and when necessary.

**USER ASESMENT MATRIX**

To assist The Trusts Stadium consider priority of bookings and possible "bumping" of events/users we have adopted a matrix that considers factors consistent with the business plan and objectives of The Trusts Stadium. The factors considered are:

- Financial yield / return
- Profile the user/event brings to The Trust Stadium and Waitakere City (TTS)
- Community Return (No. of heads and type of event)
- Networks the event/user brings to the Stadium

<b>Financial Return</b>	\$12000+ per event day <b>High</b>	III	II	I	<b>Med</b>
		IV	III	II	
	\$<4,000 <b>Low</b>	V	IV	III	
		<b>L</b>	<b>M</b>	<b>H</b>	
<b><u>Business Aims Match</u></b>					

Business Aims Match is a subjective measure in the Trusts Stadium opinion of the return the event/user makes towards the aims and objectives contained in The Trusts Stadium business plan including but not limited to:

- o Contribution to attracting 450,000 visitors per annum
- o Profile the hire brings to the Stadium and/or Waitakere City.

**Type I:** High Yield and either High Community Interest or High Profile

Examples might include:

- Test matches for high profile sports
- Commercial events with high community interest or high profile, e.g. AND 1, Fight For Life
- Regular high profile events and commercial rate users e.g. K1

**Type II:** High in one; Medium in other

Examples might include:

- Commercial events with medium returns for community/profile.
- Lower profile international events e.g. Oceania youth basketball competition.
- National Championships for high profile sports at senior level. e.g. Diamonds matches, National Netball Champs
- Large scale commercial meetings & events. e.g Young Leaders
- Large Cultural/Religious festivals of national or regional significance to , eg; Diwali.

**Type III:** Either High in one and/or in other or medium in both

Examples might include:

- Cultural/Religious Events - small to medium scale.
- Commercial Meetings – smaller scale.
- Lower profile National Tournaments and Regional Tournaments
- Waitakere “local” events.
- Community Tournaments.
- Filming
- Regular Users with high participation & frequency  
(eg WBA Weekly)

Training times for high profile teams will be allocated alongside Type 3 events with the aim of providing our home teams some allocation of peak hour training times by negotiation with The Trusts Stadium management.

**Type IV:** Medium in one and low in other

- Regular Users with low participation and/or frequency  
(eg WBA Weekly)
- Council workshops / meetings, high community participation meeting – e.g. public forum

**Type V** Low / Low in both categories

- Training times for local teams
- Casual court hire
- Low frequency – low participation meetings.

**THE TRUSTS STADIUM BUMPING POLICY**

While some discretion will be applied to what bookings we accept and consideration will be given to the number of events we may host the following will be used as a guideline by Stadium management in deciding to bump bookings as and when deemed necessary:

Type I & II = Major Events that will take priority over bookings with the ability to "bump" other users of required

Type III,IV,V = May be bumped for Type I & II events

**Notice of amendments:**

Whereever possible as much notice of a change will be given. However as a worst case scenario the Stadium may bump events at

Type III,IV Minimum 30 Days Notice – but best endeavors will be used to give as much advanced notice as possible from event confirmation date.

Type V Minimum 24 hrs. Best endeavours will be made to give as much advance notice as possible.



**BOOKING PROCESS**

The following process will apply to various users by event type:

For all Type V bookings

Bookings can be made direct with the Stadium's Reception who will pass on info to Stadium Ticketing and Bookings Coordinator.

Written confirmation will be provided with Time and Court booked, Receipt of payment plus a note regarding TTS bumping policy

For all Type I-IV bookings

Discussion with the Stadium's Operations and Events Manager is required and a booking application form, hire agreement and deposit will be required to confirm the booking.

Each booking will require a signed copy of one of the following Hire Agreements (H/A):

- Function Room H/A
- Major Event H/A
- Minor Event H/A (type III, IV)

For all Regular Users with signed user agreements:

If affiliated competition booking form to in writing (or by e-mail), to Ticketing and Bookings Coordinator who will respond in writing or via e mail to confirm availability or otherwise.

- Note: this does not include, Tournaments, Major Matches. Eg; Inter Regions & Nationals
- All other enquiries will be processed as per flow chart

**Bookings Review Date**

To assist future planning of bookings we propose that our regular users submit to WCST as per the following table an outline of dates that they wish to use in the coming year. These can then be considered against other users and a confirmation of availability done by WCST.

User Groups	WTCS	For
Give WTCS Needs	Confirm for	Competition
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A25

WAITAKERE CITY COUNCIL

ANIMALS, BIRDS AND BEES BYLAW 2008

1. **Citation**

This bylaw may be cited as the Waitakere City Council Animals Birds and Bees Bylaw 2008.

2. **Commencement**

This bylaw comes into force on xxxxxxxxx

3. **Revocation**

Waitakere City Council's Bylaw No. 4 Chapter 13 1990 The Keeping of Animals, Poultry and Bees is revoked with effect from the commencement date of this Animals Birds and Bees Bylaw 2008.

4. **Purpose**

This bylaw is made under sections 145 (a) and (b) and 146 (a) (v) Local Government Act 2002. Its purpose is to ensure that the keeping of animals, poultry and bees within the City does not create a nuisance and if a nuisance does occur that Council has appropriate regulatory powers to take relevant action.

5. **Interpretation**

In this bylaw unless the context otherwise requires:

**"Animal"** means any living creature but does not include a human being or a dog;

**"Bird"** means any feathered vertebrae and includes a fowl, chicken, rooster, goose, duck, pigeon, turkey, parrot, pheasant, canary, ostrich, budgerigar or emu.

**"Council"** means the Waitakere City Council;

**"Nuisance"** means any unreasonable interference with the peace, comfort or convenience of another person and includes a statutory nuisance as defined in Section 29 Health Act 1956 and any statutory re enactment.

6. **GENERAL CONDITIONS OF KEEPING ANIMALS BIRDS OR BEES**

6.1 No person shall keep, permit or suffer to be kept any

- (a) animal, bird or bee which causes a nuisance through noise, smell, dust or through the attraction of flies; or

- (b) animal, bird or bee in a manner that:
  - (i) is or is likely to become a nuisance or
  - (ii) is or is likely to become offensive to the occupier of an adjoining property or a threat to health, or dangerous.

## 7. OFFENCES

A person commits a breach of this bylaw who:

- (a) Permits or allows any condition to exist or continue to exist contrary to this bylaw;
- (d) Obstructs or hinders any Council officer in the performance of any duty to be discharged by that officer under or in exercise of any power conferred by this bylaw;
- (c) Fails to comply with any lawful notice or direction given under this bylaw;

## 8. ENFORCEMENT AND PENALTIES

- 8.1 Pursuant to section 239 Local Government Act 2002, every person who breaches a bylaw, commits an offence and is liable on summary conviction to the penalties set out in section 242 Local Government Act 2002.
- 8.2 The Council may also apply to a District Court for an injunction restraining a person from committing a breach of the bylaw pursuant to section 162 Local Government Act 2002.
- 8.3 The Council may remove or alter a work or thing which has been constructed in breach of a bylaw and recover the cost of removal or alteration from the person who committed the breach by virtue section 163 Local Government Act 2002.

Adopted at a meeting of the Waitakere City Council on \_\_\_\_\_ by Resolution \_\_\_\_\_.

A27

**WAITAKERE CITY COUNCIL**

**ANIMALS, BIRDS AND BEES**

**EXPLANATORY NOTE TO BYLAW**

**ADDITIONAL NOTES**

**District Plan**

The District Plan has special requirements relating to 'intensive animal farming' defined as 'raising animals in artificially controlled conditions including but not limited to pigs, poultry and rabbit farming, substantially within buildings.'

Under the District Plan there are also restrictions relating to the keeping of certain animals in 'natural areas'.

Questions regarding applicable District Plan rules should be addressed to Council's duty planner.

**Dogs**

The Dog Control Act 1996, the Animal Welfare Act 1999 and Waitakere's Dog Control Bylaw of 2004 all apply to the keeping and controlling of dogs in the City. The bylaw is available on Council's website. The bylaw includes plans which show which areas dogs are not permitted and where dogs are permitted on and off leash.

**Pigs**

The keeping of pigs may also be subject to Ministry of Agriculture and Forestry requirements. Check with the local MAF office. The Biosecurity (Meat and Food Waste for Pigs) Regulations 2005 and Animal Welfare Act 1999 also apply.

**Other legislation applicable to the keeping of animals**

The Wild Animal Control Act 1977  
Trade in Endangered Species Act 1989  
Hazardous Substances and New Organisms Act 1996  
Animal Identification Act 1993  
Wildlife Act 1953

In relation to certain animals, there are additional requirements for keeping and/or importing them. In all cases clause 6 of the bylaw will apply.

BYLAW OPTION (b)

ACCOMPANYING SUMMARY AND STATEMENT

**WAITAKERE CITY COUNCIL**

**SUMMARY OF INFORMATION**

**DRAFT ANIMALS BIRDS AND BEES BYLAW 2008**

**INTRODUCTION**

1. At Council's meeting on xxxxx the above draft bylaw was approved for public consultation. Sections 83, 86 and 89 of the Local Government Act 2002 sets out the special consultative procedure requirements for making a bylaw, including that a statement of proposal and a summary of the information contained in the statement of proposal, should be prepared for the purposes of public consultation.
2. For a Statement of Proposal, which includes a copy of both the current bylaw and draft bylaw, together with a submission form, please either:
  - visit Waitakere City Council's Counter Services at Waitakere Central, 6 Henderson Valley Road, Henderson or
  - phone the Call Centre on 839-0400 or
  - visit the website: <http://www.waitakere.govt.nz/HavSay/index.asp> or
  - e-mail [info@waitakere.govt.nz](mailto:info@waitakere.govt.nz)
3. Submissions on the draft bylaw should be made by sending a completed submission form (attached to the Statement of Proposal) before the deadline of 4.00pm on xxxxxxx to: Waitakere City Council, Private Bag 93109, Henderson (or fax: 836-8001), or visit <http://www.waitakere.govt.nz/HavSay/index.asp> or email [info@waitakere.govt.nz](mailto:info@waitakere.govt.nz).

Submissions will be considered by Council's Planning & Regulatory Committee. A final report will be considered at the next Council meeting.

**SUMMARY OF INFORMATION**

4. The existing Animals Poultry and Bees Bylaw was adopted in 1990. Section 158 of the Local Government Act 2002 requires all local authorities to review their existing bylaws made under the Local Government Act 1974 by 1 July 2008 to ensure they remain relevant and appropriate.
5. The draft Animals Birds and Bees Bylaw 2008 updates and simplifies the existing bylaw. The focus is no longer on location or number of animals kept, but rather on whether they are, or are likely to become a nuisance, offensive, a threat to health, or dangerous.

6. The changes are proposed to ensure that the bylaw is fair, clearly understandable, gives Council appropriate enforcement powers where necessary and furthers Council's objective to better manage and regulate the keeping of animals' birds and bees.

## **WAITAKERE CITY COUNCIL**

### **STATEMENT OF PROPOSAL**

#### **DRAFT: ANIMALS BIRDS AND BEES BYLAW 2008**

1. The existing bylaw "The Keeping of Animals Poultry and Bees Bylaw No.4 (1990) Chapter 13" was adopted in 1990 and is attached. Section 158 of the Local Government Act 2002 requires all local authorities to review their existing bylaws made under the Local Government Act 1974 by 2008 to ensure they remain relevant and appropriate.

#### **The problem to be addressed**

2. In all areas of the city, animals are kept as pets for companionship, pleasure, or as a hobby. For many residents animals provide important social benefits. The vast majority of animal owners are responsible and know what is required to ensure their pets do not create a nuisance. Complaints most often arise regarding noise and odour. These complaints are often related to the number of animals kept on a particular property, their behaviour, the general conditions in which they are kept and location. Roosters are the subject of more complaints than any other animal or bird. In rural areas there are generally fewer complaints mainly because people do not live in such close proximity to each other and most rural residents acknowledge that the keeping of animals is a normal part of a rural lifestyle.
3. Neither the current bylaw nor the proposed new bylaw covers the control and regulation of dogs. Dogs are managed by the Dog Control Act 1996 and the Control of Dogs Bylaw 2004. In addition, Council has no specific legislative powers regarding the wellbeing of animals. That is covered by the Animal Welfare Act 1999 administered by the crown through appointed inspectors and the Police.
4. The problem to be addressed is when the keeping of animals, birds and bees becomes a nuisance to other residents. The outcome sought is a means of ensuring that the keeping of animals' birds and bees does not create a nuisance and if a nuisance does occur, that Council has appropriate regulatory powers to achieve a satisfactory outcome.

#### **Option Analysis**

5. As part of the statutory review process, Council has considered all other reasonably practicable options to address the problem. The current bylaw must be reviewed before the end of June 2008 or it will expire. If that occurred Council could rely entirely on other less specific tools such as the Health Act 1956 or the District Plan. Council's powers under the Health Act 1956 are limited however and the District Plan would need to be extended.
6. In order to ensure animals, birds and bees are kept in a manner which prevents nuisances developing and also protects and promotes public health and safety, there needs to be an ability to deal with such situations in a fast and effective manner with enforcement mechanisms which are clearly understood. Council considers that the

best option is to continue to regulate by means of a bylaw. In order to remain relevant and appropriate, the current bylaw requires simplifying and updating.

7. **Issue Identification**

One of the main difficulties with the current bylaw is that the rules relating to animal keeping are linked to whether the property is considered to be situated in an urban or rural area. These definitions are now unclear. What was rural at the time the bylaw was adopted in 1990 is not necessarily 'rural' in any sense of the word now.

Officers responsible for enforcing the bylaw suggested that the restrictions should be linked to District Plan definitions. The idea being that Council approval would be required to keep stock, pigs and bees anywhere other than in the 'Countryside Environment' or 'Open Space'. This change of area classification would however raise issues of existing rights. For example, some animal keepers may be in areas defined as rural now, but may not be within the "Countryside Environment".

Having considered the above proposal in detail Council is of the view that the location of the property (whether related to the District Plan or otherwise), or the number of animals, birds and bees kept on a property, is not really the issue to be addressed. Setting a particular limit above which Council consent must be sought, could be considered as somewhat arbitrary if there is no actual nuisance or other problem with the animal or bird keeping at that location.

Requiring residents to apply for Council approval creates a high level of regulatory control but it is doubtful whether it addresses the incidence of nuisance created by animals, birds and bees in the city.

8. Requests have been received for Council to specifically regulate the keeping of cats through a bylaw. Problems are occasionally reported to Council when cats kept on a particular property cause a nuisance for neighbours and in extreme cases, a health issue pursuant to s.29 Health Act 1956. Whilst this is an opportunity to regulate the number of cats permitted in any location, again the question is what would that level of regulation achieve. The number of cats on a property is not the actual problem. The problem is to ensure Council has sufficient regulatory power to take appropriate action when cats are or are likely to become a nuisance or a threat to health. Council is of the opinion that it is not necessary to determine how many cats on any one property is an acceptable number for the purpose of the bylaw and then try to enforce that clause. It would be more effective and equitable to concentrate enforcement resources on those cats that create a nuisance and their owners. Public submissions on the point are sought.

9. **The Draft Bylaw**

Both the existing and draft bylaws are attached for information.

- (a) The definition of nuisance is extended to cover more than a statutory health nuisance (under the Health Act 1956) to more clearly cover the actual purpose of the bylaw, namely to regulate and manage any unreasonable interference with the peace, comfort or convenience of another person;
- (b) Clause 6 is the main clause in the bylaw it sets out the general conditions of keeping animals, birds, and bees.

- (c) Pursuant to s.239 Local Government Act 2002 every person who breaches the bylaw commits an offence. The maximum fine is\$20,000. Council can also apply for an injunction restraining a person from breaching the bylaw pursuant to s.162 LGA 02.