**Nga Kaihoe O Aotearoa (Waka Ama NZ) Inc.**

**Event Sanctioning Agreement**

| **Governing Body** | Nga Kaihoe o Aotearoa (Waka Ama NZ) Inc  |
| --- | --- |
|  |  |
| **Club**  |  |
|  |  |
| **Event Organiser** |  |
|  |  |
| **Event** |  |
|  |  |
| **Event Dates** |  |
|  |  |
| **Sanctioning Level** |  |
|  |  |
| **Sanctioning Fee** |  |

**Background**

1. Nga Kaihoe o Aotearoa (Waka Ama New Zealand) Inc (WANZ, we, us or our) is the governing body for the sport of waka ama in New Zealand.
2. The Event Organiser (you or your) wishes to organise and stage the Event on the terms and conditions set out in this agreement.

**It is Agreed**

1. **Definitions**
	1. Where prefixed by a capital letter the following words shall have the following meanings:

### ***Event*** means the event to be run by the Event Organiser on the Event Dates at the Venue.

### ***Event Sponsors*** means the sponsors with whom the Event Organiser has or will conclude Event Sponsor Agreements for the provision of services to or as sponsors of the Event.

### ***Event Sponsor Agreements*** means the agreements concluded or to be concluded between the Event Organiser and Event Sponsors for the sponsorship of the Event.

### ***Minimum Standards*** refers to the standards specified in the Waka Ama Rules and the Event Safety Guidelines as approved by us.

### ***Sanctioning*** means the right to organise and hold an Event under the Waka Ama Rules and in accordance with the terms of this Agreement.

### ***Term*** means the period commencing on the date this agreement is executed by the last party executing it and ending 10 days following the Event.

### ***Waka Ama Rules*** mean the rules and regulations prescribed by the International Va’a Federation and adopted by WANZ (including any additional rules and regulations prescribed by WANZ) and shall also include any rules or regulations prescribed under Maritime or any other applicable law which are relevant to the staging of the Event.

### ***WANZ Sponsor*** means a current sponsor of WANZ.

### ***Website*** means the website located at the url <http://www.wakaama.co.nz>

1. **Appointment of Event Organiser**
	1. Providing you comply with the terms of this agreement; we grant you the right at your own cost and at your own risk to organise and hold the Event in accordance with this agreement.
	2. In applying for sanctioning of the Event:

### You agree to stage the Event between (on) the Event Dates at the Venue under Waka Ama Rules.

### You agree to set up a co-coordinating committee (Committee) as soon as possible after signature of this Agreement as a point of contact between you and us for the purpose of coordinating the marketing, organisation, management and staging of the Event. The committee shall report to us as to its progress in organising the Event.

### The Committee shall agree with us the timetable of the Event. The provisional timetable will be agreed in writing as soon as possible, but in any event not later than 30 days before the start of the Event. The final timetable and other relevant details of the Event will be agreed in writing between us as soon as possible but in any event no later than 14 days before the start of the Event. The final timetable of the Event shall not be altered without our prior written agreement.

### You confirm that you have no commitments to any other body or person which will prevent you from organising and staging the Event as outlined in this agreement.

### You acknowledge that Sanctioning is neither automatic nor irrevocable. We may in our absolute discretion, grant you a conditional sanction of an Event, decline to sanction an Event or withdraw or terminate our sanctioning of an Event.

### We have the right to change or amend our sanctioning policies, procedures, and requirements from time to time.

1. **Our Support of the Event**
	1. We agree to provide you with reasonable assistance (as determined by us) with documents and processes for the Event.
	2. We shall manage and co-ordinate the Online entries set up with the information provided by you.
	3. As part of our support of the Event, you agree:
		1. That you shall use our logo on all official communications and publications relating to the Event in accordance with our reasonable directions such as to demonstrate our association with the Event.
	4. Subject to us granting you approval of your risk management plan under clause 7, we grant to you a revocable royalty free license for the duration of the Term:
		1. To use the phrase “*Sanctioned By Nga Kaihoe o Aotearoa (Waka Ama New Zealand) Inc.*” in all advertising and marketing material produced in connection with the Event;
		2. To use our logo as envisaged by clause 3.3(a) above;
		3. To use our banners in the Venue should they be available.
	5. You agree that you shall only use our logo or banners in such a way as to ensure that our goodwill in the logo or banners or the goodwill in the logos of our sponsors is preserved.
	6. We will give you a summary of the Public Liability insurance for you to make your own assessment under clause 7.6c
2. **Marketing and sponsorship**
	1. You shall be entitled to negotiate Sponsorship Agreements for the provision of services to the Event or for Event Sponsors to become sponsors of the Event.
	2. Event Sponsors shall not conflict with any other sponsor of ours and you shall not enter into any Sponsorship Agreement without first seeking our prior approval as to the suitability of that sponsor for the Event. We may at our absolute discretion decline such approval.
	3. You shall comply with all your obligations in the Sponsorship Agreements and shall not do anything or omit to do anything which may bring us or the Event into disrepute.
	4. Once the Event is sanctioned, we shall advertise the Event on the website <https://www.wakaama.co.nz>, the website calendar, Facebook/wakaama and other forms of media available to us.
3. **Payment of Sanctioning Fee**
	1. You shall pay us the Sanctioning Fee no later than thirty (30) days of approval of your requested event date for the event calendar. Note that Sanctioning Documents must be provided no later than thirty (30) days of approval of your requested event date for the event calendar.
	2. The event will be removed from the event calendar and website if the Sanctioning Fee and Sanctioning Documents have not been paid and have not been submitted within the outlined timeframe in 5.1.
	3. Should your event not be sanctioned we will refund the sanctioning fee paid.
	4. Should you cancel the event the sanctioning fee is non-refundable.
	5. Should your event be cancelled due to Covid related circumstances we will hold or refund the sanctioning fee paid.
	6. Otherwise, all revenue generated by the staging or organising of the Event shall be retained by you.
4. **Your Other Obligations**
	1. You shall:
		1. Organise the Event in an efficient manner and in doing so provide such equipment, facilities, and personnel in good time for the Event and to a level, standard and quality as may be necessary to ensure that competitors are able to compete fairly and safely at the Event.
		2. Notify us of any proposed changes to the Event following our approval under clause 2 no later than 14 days prior to the start of the Event.
		3. Comply with any reasonable recommendations given by us concerning the Event.
		4. Ensure that you have obtained and comply with any local authority, Police or other third-party consents which are necessary to stage the Event.
		5. Ensure that the Event is staged at the Venue and is run in accordance with Waka Ama NZ Rules.
		6. Use the Waka Ama NZ online entry system. Only accept entries from members of clubs affiliated to us unless such competitors are competing in non-affiliated classes or are part of a team from overseas.
		7. Advise overseas teams of the importance of having insurance cover. (See clause 7.6c)
		8. Ensure that our sponsors are acknowledged at the Event – and in a manner approved by us prior to the Event.
		9. Use your best endeavours to ensure that no marks other than those associated with us, you, the Event, Event Sponsors or WANZ Sponsors are exhibited or promoted at the Venue.
		10. Within 14 days following the Event provide a Post-Event Report to us using the link provided in your WANZ sanctioning approval letter.
		11. Indemnify us against all liability, damages, and costs arising from any breach on your part of any term of this agreement.
		12. Agree that the listed support boat calculation at the time of sanctioning is subject to change depending on the entries.
		13. Report to Waka Ama NZ any breaches of the Waka Ama NZ Race Rules and/or Code of Conduct. Appropriate consequences of breaches must be discussed and agreed upon with Waka Ama NZ.
		14. Adhere to the [WANZ Covid-19 Event Policy](https://wakaama.co.nz/pages/view/1005896).
5. **Risk management and safety**
	1. You acknowledge that it is your responsibility for the organisation of the event and to ensure that all practicable steps are taken to ensure the safety of all persons who participate in or who come within the vicinity of the Event including, but not limited to, competitors, officials, employees, contractors, volunteers, delegates, and members of the public.
	2. Prior to sanctioning approval, you shall provide to us a fully documented Operations and Safety Management Plan using the template provided by WANZ and in accordance with our event safety guidelines as published from time to time on the Website.
	3. We shall review the plan to ensure that it meets our minimum requirements for safety. In the event that the plan does not meet our minimum requirements we shall provide recommendations for improvement which you shall implement and thereafter resubmit your plan for approval.
	4. Until such time as we have provided approval of your plan, clause 3.4 shall not apply. We may at any time terminate this agreement on immediate notice prior to approval being granted where we believe in our absolute discretion that inadequate safety measures have been taken for the Event.
	5. By sanctioning the Event we assume no responsibility for ensuring the safety of the Event nor do we accept any liability for any loss or damage (whether direct, indirect, or consequential) howsoever arising from the organisation or staging of the Event and you waive all claims against us.
	6. It is your responsibility to conduct a safe and fair competition. You acknowledge that:
		1. An event is not necessarily safe or viable because it is sanctioned by us, you must implement the processes and ensure compliance.
		2. Special or unusual conditions may require further precautions and actions in the interests of competitor or spectator safety.
		3. Public liability insurance cover arranged by us as a condition of sanction, although negotiated and arranged in good faith by us, might not cover all risks to the Event Organiser or competitors associated with the event. We do not warrant that the terms and coverage of any such insurance are adequate for the purposes of the event or competitors and you must satisfy yourself that you are adequately insured.
6. **Insurance**
	1. We shall take out and maintain for the Event at our cost public liability insurance. We are not responsible for any other insurances relating to your event.
	2. You shall adhere strictly to the terms of our Insurance, the terms of which shall be supplied to you.
7. **Delegates and officials**
	1. We may appoint delegates / officials in relation to the Event.
	2. Details of the delegates / officials shall be provided to you 14 days prior to the Event.
	3. You agree to comply with all reasonable recommendations given to you by the delegates.
8. **Termination or Withdrawal of Sanctioning**
	1. We shall be entitled to terminate or withdraw sanctioning of the Event immediately upon giving notice to you where:
		1. In our reasonable opinion, we believe that you will not be able to stage the Event to the standards we require.
		2. You breach a term of this agreement, which is either not capable of remedy or, if capable of remedy, you have failed to remedy within a reasonable time specified by WANZ of us giving notice to you requiring its remedy;
		3. You have notified us of a proposed change to the Event under clause 6.1(b) and we have had insufficient time to review the proposal or we consider that the effect of the changes is such that you will not be able to stage the Event to the standards we require.
		4. A resolution is passed for your winding up.
	2. If we decline to sanction the Event or, having sanctioned the Event, we elect to withdraw our sanction for any reason, you authorise us to publish and disclose to any person the facts, nature, and reasons for our decision to decline or withdraw our sanctioning.
9. **Disputes**
	1. If a dispute arises between us, we shall attempt to resolve such disputes between ourselves, failing which we shall refer the dispute to the Sports Tribunal of New Zealand to appoint a mediator.
	2. In the event that mediation is unsuccessful or unavailable we shall refer the dispute to the Sports Tribunal of New Zealand for a determination in accordance with its rules.
10. **Notices**
	1. Any notice to be served under this Agreement shall be in writing and served upon the recipient at its address set out in this Agreement (or such other address as may be notified for this purpose) either by hand or by fast post or fax and shall be deemed served 48 hours after posting if sent by fast post, on delivery if delivered by hand, and on completion of transmission if sent by fax.
11. **No Partnership**
	1. Nothing contained in this Agreement shall be construed as constituting a partnership or joint venture between us and neither of us shall hold ourselves out as being the agent of the other.
12. **Governing law**
	1. The terms of this agreement shall be governed by the laws of New Zealand.

| SIGNED for and on behalf of WANZ |  | SIGNED for and on behalf of the Event Organiser |
| --- | --- | --- |
| Name: |  | Name:  |
| Date: |  | Date: |

**Appendix 1: Sanctioned Events**

**Sanctioned Event Levels**

Level 1

Events that attract International or multi region competitors, typically more than 500 competitors for a W6 event and 100 competitors for a W1 event.

Level 2

Regional or Club events that typically attract clubs from within a region and less than 500 competitors.

Sanctioned Event Fees

Level 1 - $500 + GST

Level 2 – $100 + GST

Level 2 (as part of series) - $65 + GST per event

* Series that have the same host, location, and event structure for each event in the series are eligible for the series sanctioning fee
* Series that have a different host, location or event structure for each event in the series are not eligible for the series sanctioning fee

*Refer to section 5 of this agreement for further sanctioning fee information.*

Sanctioned Event Benefits

Level 1:

* Event added/advertised on the [www.wakaama.co.nz](http://www.wakaama.co.nz/) website, events calendar, and Facebook
* Use of WANZ online entry system including entry set up by WANZ
* Public Liability Insurance Policy provided by WANZ
* Ability to apply for funds through WANZ (upon request being approved)
* No two Level 1 sanctioned events may be on the same day (unless both events agree or can prove that there is no clash for paddlers or at the discretion of WANZ)
* Access to resources available or owned by the National Body (should they be available)
* Safety approved event (Safety requirements are standardised for minimum requirements)
* Waka Ama NZ Official present at all Level 1 events to assist with race rule queries etc. Reasonable travel costs of this official must be met by the event.
* Survey tool available to survey competitor’s post-race
* Random Audits of events

Once sanctioning is approved for all Level 1 events Waka Ama NZ will provide the event with $1000 to contribute towards the cost of Safety Boats. In return event hosts will include Waka Ama NZ logos on all event information, Waka Ama NZ flags and banners that will be provided for you and will acknowledge Waka Ama NZ at awards or speeches.

Level 2:

* Event added/advertised on the [www.wakaama.co.nz](http://www.wakaama.co.nz/) website, events calendar, and Facebook
* Public Liability Insurance Policy provided by WANZ
* Use of WANZ online entry system including entry set up by WANZ
* Survey tool available to survey competitors
* Random Audits of events
* No two Level 2 sanctioned events may be on the same day in the same region (unless both events agree or can prove that there is no clash for paddlers or at the discretion of WANZ)

All Sanctioned Events will be clearly identifiable in the events calendar on the WANZ website [www.wakaama.co.nz](http://www.wakaama.co.nz/)