



Dear South Canterbury All Weather Track Trust,

I hope this email finds you well.

We, the South Canterbury Amateur Athletics Club (SCAAC) committee, are writing with reference to the attached proposed Memorandum of Understanding (MOU) between the SCAAC and the SCAWTT for the use of the All Weather Track in Timaru.

As to understand our position we have outlined what we are willing to offer financially and our expectations on usage and partnership. We believe the offer to be more than fair and would bring our working relationship back in line with the "Spirit" of the original concepts around the tracks development.

The SCAAC Committee are open to discuss all of the points included in the document and are more than happy to work with the TDC and the SCAWTT to:

- Clarify any areas within the MOU that might need further elaboration or explanation.
- Discuss the mechanism and terms under which the Winter Access would be negotiated.
- Ensure both parties are aligned in terms of financial commitments, especially pertaining to any potential changes in the Consumer Price Index (CPI) adjustments and how they might be managed.
- Confirm the implementation details for items such as the representation on the Trust, access to the equipment shed, track usage, and other logistical details that require synchronisation between our teams.

Moreover, we would also like to discuss the mechanisms by which we will measure and ensure the stated transparency in the MOU, including the management and disclosure of the facility's finances, meeting minutes, and other relevant documentation. This will ensure that should this agreement move forward, both parties will be consistently aligned and that any potential misinterpretations, misunderstandings or disagreements are pre-emptively managed.

We suggest organising a meeting at your earliest convenience where representatives from the TDC, SCAAC and the AWTT can come together to discuss and confirm these elements.

We believe that with open communication and collaboration, we can solidify the foundation for a successful long-term relationship that benefits both the Trust and SCAAC.

Please let us know your availability for such a meeting or if there are any initial points you would like to discuss via email or a call before the formal meeting.

Thank you for your time and consideration and we look forward to further strengthening our community around this fantastic facility.

Regards,

Adam Blake
President



South Canterbury Athletics Club



DRAFT MEMORANDUM OF UNDERSTANDING

BETWEEN

The All Weather Track Trust
(hereinafter referred to as "the Trust")

AND

The South Canterbury Amateur Athletics Club
(hereinafter referred to as "SCAAC")

For the use of the All Weather Track, Timaru.

1. TERM OF THE AGREEMENT:

This Memorandum of Understanding (MOU) is a Summer only agreement (1st October – 31st March) for a period of 5 years, followed by an option to renew for an additional 5 years.

NOTE: Winter Access is to be Negotiated Separately.

2. FINANCIAL COMMITMENT:

SCAAC commits to an annual investment of \$15,000 per summer season (inclusive of GST) for the first 5 years (Total Investment by SCAAC \$75,000). The subsequent 5-year period will be based on \$15,000 per annum adjusted in accordance with the Consumer Price Index (CPI) up to a maximum of 5% increase per annum.

3. TERMS AND CONDITIONS:

(a) **Home Track:** SCAAC shall be recognised as the Resident club and have the right to call the All Weather Track, Timaru, their "Home Ground"

(b) **Equipment Shed:** SCAAC shall have full use of the equipment shed to store their equipment.

(c) **Club Rooms Booking:** SCAAC shall have the ability to book the Robert Parry Room for meetings and educational sessions.

(d) **Representation on Trust:** The Trust will include the following members:

- One SCAAC committee member
- One Sport Canterbury Representative
- One Council representative

(e) **Transparency:** The Trust shall ensure transparency in all its affairs. All documentation, policies, meetings, and minutes shall be published publicly. There shall also be complete transparency on the facility's finances.

(f) **Use of Pole Vault Equipment:** SCAAC is allowed to use the Trust's pole vault equipment for 2 Saturdays in a season.



(g) **Track Usage:** SCAAC has exclusive rights to use the track for:

- 2 hours every Wednesday
- 4 hours every Saturday (except if the track is booked for a large event)

(h) **Exclusive Booking:** SCAAC will have an exclusive booking on one Saturday in December, from 9 am to 4 pm.

(i) **Member Access:** Club members and coaches can access the track for training, workshops and other athletics related activities when the facility is not booked without incurring any additional cost.

(j) **Agreement Duration:** The terms and conditions outlined herein are binding for a 5 + 5-year term, with no provisions for early termination or renegotiation.

4. CCTV ACCESS:

In the event that the Trust utilizes CCTV footage to address a complaint or allege a breach of any condition within this MOU, SCAAC shall have the unequivocal right to view and copy said CCTV footage.

5. CONFLICT RESOLUTION:

Should there arise any disputes or disagreements regarding this MOU that necessitates mediation, either party may request the intervention of Canterbury Sport or the council for mediation. The decision or recommendation made by Canterbury Sport or the council in this context will be deemed final and binding on both parties.

6. TERMINATION:

Upon the completion of the 5 + 5-year term, this MOU shall automatically expire unless renewed by both parties.

7. AMENDMENTS:

Any changes to this MOU must be made in writing and signed by both parties.

This MOU is signed in good faith and represents a binding understanding between the Trust and SCAAC.

Date:

Name of Trust Representative

Signature

Name of SCAAC Representative

Signature