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

**Event Approval Agreement**

| **Governing Body** | Nga Kaihoe o Aotearoa (Waka Ama NZ) Inc |
| --- | --- |
|  |  |
| **Organisation** |  |
|  |  |
| **Event Organiser** |  |
|  |  |
| **Event** |  |
|  |  |
| **Event Dates** |  |
|  |  |
| **Event Approval Fee** | $175 + GST |

**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:

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

### ***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.

### ***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 approval of the Event:
      1. You agree to stage the Event between (on) the Event Dates at the Venue under Waka Ama Rules.
      2. 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.
      3. 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.
      4. 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.
      5. You acknowledge that Approved status is neither automatic or irrevocable. We may in our absolute discretion, grant you a conditional Approval of an Event, decline to approve an Event or withdraw or terminate our Approval of an Event.
      6. We have the right to change or amend our policies, procedures, and requirements from time to time.
2. **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. Waka Ama NZ Online Entries for the Event are available and are included as part of the Approval Fee. Should you choose to use WANZ Online Entries, we shall manage and coordinate the entries for the Event using the Website.
   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.

* 1. 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 “*Approved 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.
  2. 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.

1. **Marketing** 
   1. Once the Event is approved, we shall advertise the Event on the [www.wakaama.co.nz](http://www.wakaama.co.nz/) website, the website calendar, Facebook/wakaama and other forms of media available to us.
2. **Payment of Approval Fee**
   1. You shall pay us the Event Approval Fee no later than thirty (30) days of approval of your requested event date for the event calendar. Note that Event Approval 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 Approval Fee and Event Approval Documents have not been paid and have not been submitted within the outlined timeframe in 5.1.
   3. Should your event not be approved we will refund the approval fee paid.
   4. Should you cancel the event the approval fee is non-refundable.
   5. Otherwise, all revenue generated by the staging or organising of the Event shall be retained by you.
3. **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. Within 14 days following the Event provide a Post-Event Report to us using the link provided in your WANZ approval letter.
      6. Indemnify us against all liability, damages, and costs arising from any breach on your part of any term of this agreement.
      7. Agree that the listed support boat calculation at the time of event approval is subject to change depending on the entries.
      8. 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.
4. **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 agreement 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 Approving 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 approved 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 must be arranged, and proof of coverage must be provided at time of application for approval.
5. **Insurance**
   1. You must supply us with a copy of your Public Liability Certificate for the event.
6. **Termination or Withdrawal of Approval**
   1. We shall be entitled to terminate or withdraw Approval 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 approve the Event or, having approved the Event, we elect to withdraw our approval 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 approval
7. **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.
8. **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.
9. **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.
10. **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: Approved Event**

Approved Event

An Event that is organised by an organisation or entity that is not a member of Waka Ama New Zealand.

Approved Event Fees

The Approved Event fee is $175 + GST.

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

Approved Event Benefits

* Event added/advertised on the [www.wakaama.co.nz](http://www.wakaama.co.nz) website, events calendar and Facebook
* No Approved event or Sanctioned events may be held 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)
* Waka Ama NZ Approval
* Use of WANZ online entry system including entry set up by WANZ

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