Te Rūnanganui o te Atiawa

Post Event Report 2019

Arohanui Ki te Tangata

Whaikoroia ki te Atua I Runga Rawa

Maugarongo I runga I te Whenua

Whakaaro Pai ki nga Tangata Katoa

Arohanui ki te Tangata, Goodwill to all mankind.

This is the guiding statement for Te Rā o te Raukura, the premier cultural event developed by Te Atiawa. It is a feast of stage entertainment, activities, education and health services held every year, free to the wider community, at Te Whiti Park, Waiwhetu, Lower Hutt.

Te Rā o te Raukura 2019 Post-Event Report

Background to the event

Te Rā o Te Raukura is an annual community festival, held on the weekend closest to Waitangi Day organised and hosted by Te Rūnanganui o Te Atiawa (Rūnanga) with the support of the Hutt City Council and E Tū Whānau. It is a celebration of te Atiawatanga and Māoritanga and is seen by the Rūnanga as a means of connecting with and giving back to the community.

The event embeds Atiawatanga, opening and closing with karakia, showcasing Te Reo Māori and reo-rua (bilingual) music, celebrating local musicians and kapa haka performers, ensuring delicious Māori cuisine is plentiful, and that Māori culture is alive in all corners or the event. Atiawatanga ensures the event embeds the **E Tū Whānau** values of:

- ***Aroha*** – giving with no expectation of receiving.
- ***Whānaungatanga*** – being connected.
- ***Whakapapa*** – knowing where you belong.
- ***Mana Manaaki*** – building the mana of others.
- ***Kōrero Awhi*** – promoting positive communication and actions.
- ***Takanga*** – Doing things the right way, according to our values.

Guided by the overarching theme "**Arohanui Ki te tangata**", Te Rā o te Raukura provides for the community:

- A place to celebrate being Māori.
- A place for all to celebrate being a treaty partner.
- A great day for all in the whanau.
- A place to improve health, learning, and wellbeing for all.

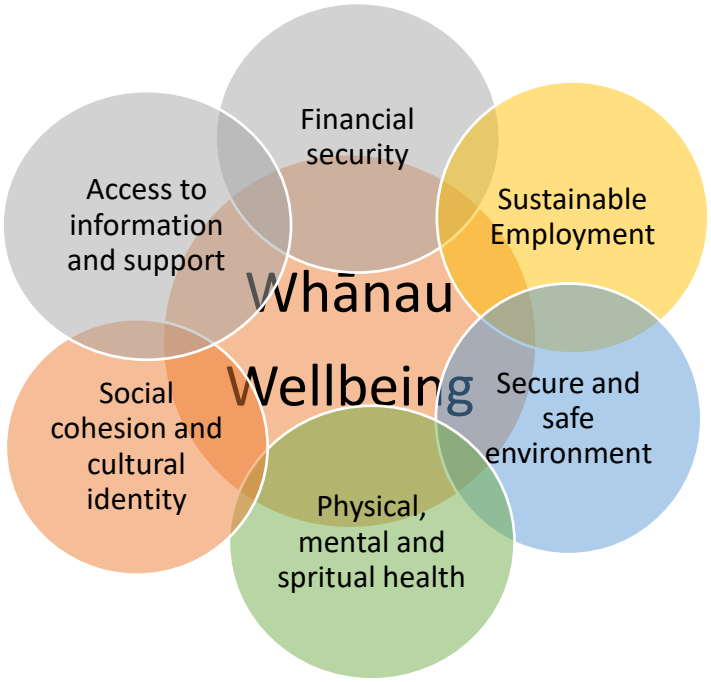
As such, the event aligns with the Rūnanga kaupapa set out in its Whānau Ora Wellbeing Framework.

The Wellbeing Framework

The Whānau Ora Wellbeing Framework illustrates the Rūnanga understanding of and approach to supporting an integrated model of wellbeing. Social cohesion and cultural connection are key components in the model and link to the other wellbeing domains of:

- Physical, mental and spiritual health
- Sustainable employment
- Financial security
- Safe and secure environment including secure and safe housing, healthy environment and communities free from violence and criminal offending
- Information and support including education, training and support.

The Wellbeing Framework is illustrated below:



What we set out to Achieve

Te Rā o te Raukura is a highlight of the Rūnanga community services, providing an event that brings together cultural awareness and understanding, social connection, health and wellbeing information and advice, education services and employment advice, opportunities to learn about a range of services, products and activities available in the community – all within an entertaining, safe, inclusive and engaging environment.

In this report, we describe how each of these wellbeing domains was promoted through the activities, events and entertainment of te Rā o te Raukura. We also evaluate the impact of the event highlighting achievements and feedback from those who participated in the 2019 festival.

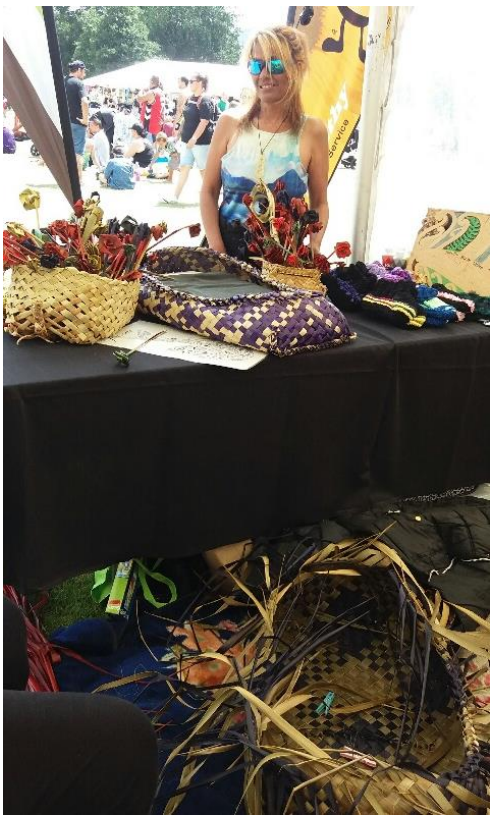
Supporting social cohesion and connection

The goal of te Rā o te Raukura is to celebrate the cultural diversity of Awakairangi/Hutt Valley and to highlight Māoritanga. Performances, participants and stalls showcasing this diversity included:

Social cohesion and cultural identity

- Atiawa Toa FM radio station providing MC services and background music.
- A showcase of performers from the Hutt Multicultural Council Inc. including a Chinese Lion Dance, Nepalese Cultural dances, Filipino Cultural Dances, and Cook Island (Ianano) Dance.
- Performance from Three Houses Down and General Fiyah.
- A wide range of food trucks offering ethnic food.
- A range of arts and crafts stalls celebrating Toi Māori and arts and crafts from other cultures
- UNICEF highlighting global connection
- Te Puni Kokiri in their role of showcasing Māori development.
- A range of entertainment activities for young and old.

Citizenship as a key enabler of social cohesion was also evident with a stall from the Electoral Commission providing opportunities for people to enrol or update their enrolment to vote. Two political parties were also present namely Labour and The Opportunity Party.



Cultural identity

Atiawatanga was embedded within the event and celebrated through:

- The Karakia taiaha/wero opening.
- Kapa Haka performances.
- Atiawa Toa FM radio station promoting Te Reo and Māori music.
- The presence of Ngāti Poneke.
- The presence of Tā Moko artists offering Tā Moko transfers for whānau.
- Māori craft stalls.

Music and entertainment are key enablers of social connection, creating events where people are able to mix and share good times.

Hauora – Physical, Mental and spiritual Health

Health promotion and health screening have been key components of Te Rā o te Raukura over several years.

Physical, mental and spritual health

Health screening

In 2019 as in previous years Te Awakairangi Health Network (TeAHN) organised the Hauora Warrant of Fitness zone providing free health checks for particpants. In 2019, the focus was on men's health.

As always, the staff from TeAHN, local general practices and a wide range of community organisations played their part in touching the lives of festival participants through health screening, health promotion or hosting conversations on what matters to them….and the Hauora Warrant of Fitness zone was humming all day!

Throughout the day, the TeAHN team screened more than 215 individuals, and connected with many more whānau using the Hauora Health Warrant of Fitness as a means to initiate engagement and to encourage people to have their health status checked free of charge.

TeAHN staff are following up patients who presented with health issues identified during the checks (such as blood pressure, CVD risk, gout, and medication support) and lifestyle issues, and making sure the practice the patient is enrolled with has been informed. Where a patient was not enrolled with a practice, they are being encouraged to do so and to address their health issues.

The Health Promotion team continue to receive great feedback about the event. One of the GPs who participated noted it was "a very happy day, I felt I did more good today than in a whole week of routine general practice". Nga Powhiri Webster, one of our Kaiārahi who has worked multiple years on the registration table said there was "excellent team work all around including the male health checks".

One month on from Te Rā o te Raukura, 50 of the 215 people screened were referred to their GP and the majority have had their issue treated/resolved, a great outcome.

Hauora Health zone

This zone focused on promoting healthy lifestyles, providing health promotion materials and initiating conversations. Participants showcasing their services in this zone included:

- Tamariki Ora/Well Child Services
- Pacific Health Services
- Plunket
- HV Breastfeeding Networks
- Hutt Maternity
- Regional Screening Service (RSS) promoting Breast, Cervical and Bowel Screening
- Cancer Society
- Regional Public Health Highlighting Sexual Health
- Lower Hutt Women's Centre
- VIBE
- Stroke Central Region Inc.
- Sports Wellington
- Te Omanga Hospice

- St John Ambulance
- Hutt Foot Clinic
- Arthritis NZ
- Salvation Army, Oasis
- Bee Healthy Dental
- Life Unlimited Hearing Therapy
- Family Planning NZ
- Les Mills
- Kawakawa Spa
- Wai Ora

Messages promoted included;

- Services available, including: Te Omanga Hospice; mobility equipment; oral health; foot health and wellbeing; Plunket
- Causes of illness/loss of wellbeing, including stroke; hearing loss
- Positive health, for example, sexual health, safe and healthy relationships; parenting children/young people about growing up; nutrition; sun care

- Health promotion including information and access to contraceptive and sexual health services; immunisation; breast screening; bowel screening; cervical screening; positive sexual health; oral health
- Nutrition and drinking water
- Māori health including Rongoa Māori and mirimiri

The event as a whole was smoke free and sugar free with food outlets agreeing not to sell sugary drinks. Water stations were provided throughout the venue as were sun screen dispensing outlets.

The Hauora Health zone used a Hauora Passport to encourage people to engage with stall holders, however this caused some confusion for participants and should be reviewed for next year.

Mātauranga – Education and Pathways to Employment

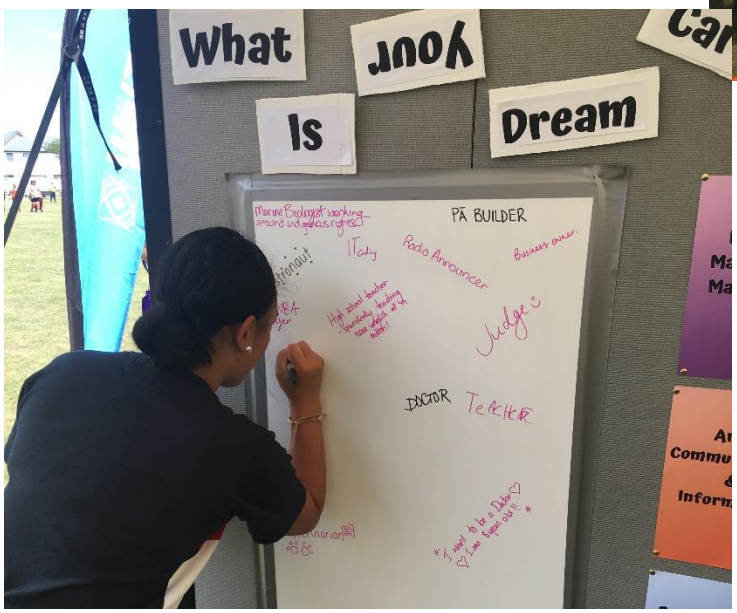
Another key plank to the Te Rā o te Raukura event is the promotion of education and career opportunities.

Sustainable Employment

This year the following education providers participated and engaged with people attending the event:

- WelTec
- Life Events
- The Learning Connection
- Victoria University
- The Open Polytechnic of NZ
- Yobee
- Te Wananga o Raukawa
- Te Wananga o Aotearoa

Downer NZ also attended providing career advice and information regarding pathways to employment.



Participants were encouraged to think about and discuss the career ambitions and to engage in conversations about possible education and/or employment pathways available to them

Safety and Security

The Whānau Ora Wellbeing Framework highlights the importance of ensuring people have secure and safe housing and living environments. Several stalls at te Rā o te Raukura highlighted this aspect of wellbeing with information and promotion of:

- Life Unlimited
- Fire and Emergency NZ
- Well Homes RPH
- The Mobility Centre
- Wellington Water

Safety messages being promoted included:

- Healthy homes
- Tamariki home safety
- Fire safety in the home
- Sun safety

Health and safety management were a key focus for the organising team with a great deal of forward planning, communication and support provided to those participating in the event. As a result, the event itself presented a relaxed and safe environment where people could enjoy the day. Health and Safety plans ensured the event went without any major accidents or events. Only one minor accident, a sprained ankle, was dealt with by the St John Ambulance staff.

Waste management

Waste minimisation and management was a key focus at Te Rā in 2019.

Para Kore, the Waste Warrior team worked with stall holders prior to the event, giving them recommendations on actions they could take to minimise waste. This resulted in an increase of vendors using compostable packaging which was pleasing.

Waste management stations were placed around the event site encouraging people to sort their waste and these were checked and maintained throughout the day. As a result of these activities, 78.7% of the waste was diverted from landfill which was an excellent result. This was a considerable improvement on 2018 achievements and provides a great platform to continue to educate people on reducing waste through careful event planning.

Suggestions for improvements for future events include providing more information and direction for food stall holders to strengthen the messaging about and use of compostable materials.

Access to support and information

A key purpose of Te Rā o te Raukura is to provide access to a wide range of information, advice and support in a safe and comfortable environment. Stalls were included in both the Hauora and Mātauranga zones.

Access to information and support

Several stall holders attended and promoted access to and information about services available in the community. These included health services, community law, support for women and children and services for young people. Stall holders included:

- Te Omanga Hospice
- Lower Hutt Women's Centre
- Oranga Tamariki
- Hutt Breastfeeding Networks
- Hutt Maternity
- The Salvation Army – Oasis
- Plunket
- Naku Enei Tamariki
- VIBE
- Problem Gambling Foundation and Mapu Mia
- Community Law

Messages being promoted include

- Empowerment and Education for women
- Health, caregiving and care of children
- Maturity care
- Breastfeeding
- Sources of legal advice
- Support networks for teenagers

Outcomes and Feedback

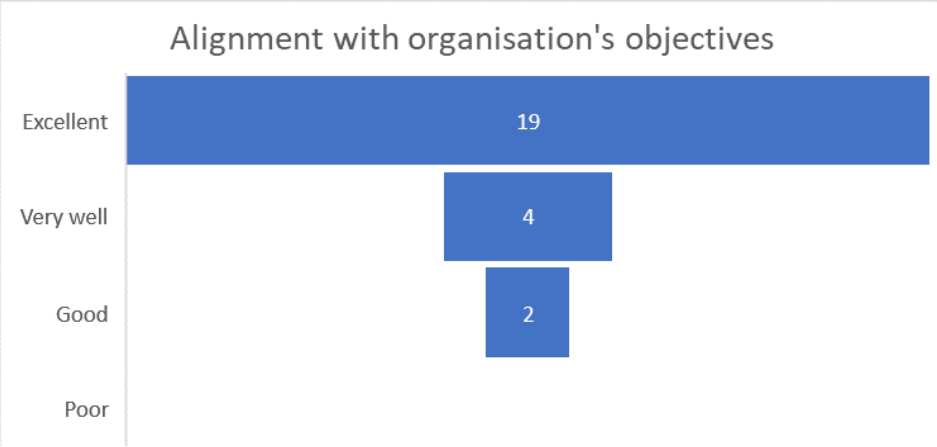
Attendance at the 2019 Te Rā o te Raukura event appeared to be slightly down on 2018 which was expected. The event in 2018 had doubled as the regional Kapa Haka competition and with Te Matatini scheduled to take place within 2 weeks of Te Rā it was anticipated that numbers would be down. Having said that, it was estimated that over the day around 6-8,000 people attended the 2019 event on a hot and sunny Saturday.

A total of 215 people had their health screened and this was an increase of 80 people being screen on 2017 results where a similar number of public attended to day. Of the 215 screened, 50 were referred to their GP for follow-up and one month on from Te Rā, 85% of those issues have been resolved.

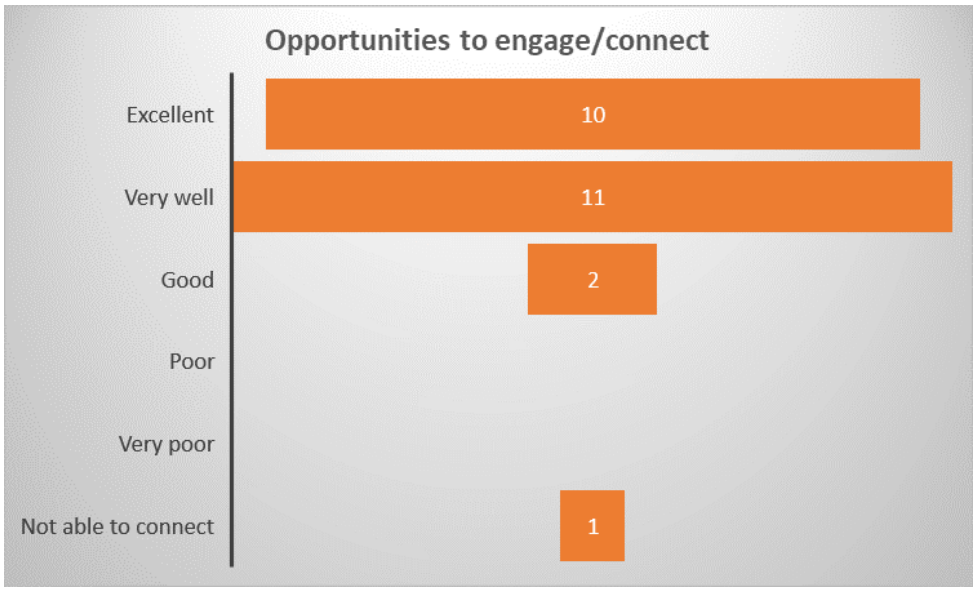
As stated above the day went off without any major incidents. The performances and music were well received and flow around the stalls enabled people to access entertainment areas, food stalls and information booths without undue congestion. The embedded video illustrates the atmosphere of the day.

Feedback

Feedback was sought from those who had stalls. Twenty-five (25) of the Hauroa stalls provided feedback which was unanimously positive. Stall holders were asked "how well does Te Rā o te Raukura align to your aspirations of promoting your health message?" The responses show a very strong alignment.



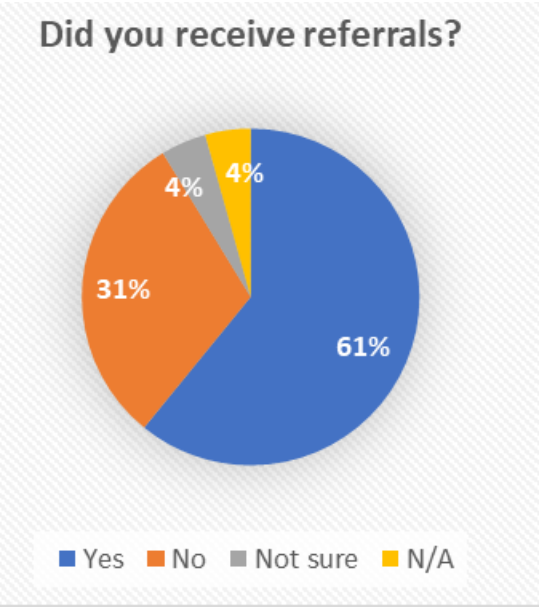
Stall holders were also asked whether "there were sufficient opportunities for them to connect, engage and network with other stall holders?".



Again, the responses received were very positive.

Stall holders were asked whether they "received any referrals or referred people to another agency on the day".

The majority, 61% stated they had referred people or received referral although only 6 kept records of those referral activities.



Fifty two percent (52%) of respondents stated that they had collected data from the public

All respondents (100%) commented that they were satisfied with the health and safety briefing they received, and all responded that they were very happy that the event is free from smoking, alcohol, drugs, gang patches and fizzy drinks.

Feedback from the Mātauranga stalls was also collected. Ten responses were received with all 10 respondents stating that they were every satisfied with the communication leading up to, and during the event. Stall holders were asked to rate how useful they felt the education Passport was, and the responses were generally positive. Some comments received here included:

> “Many whānau were shy to ask for the answer. But overall some good conversations were held when whānau enquired about our activities”.

> “Too wordy, don’t think people wanted to do the homework. Also, the WOF Passport was seen as better by whānau”.

> “Great way to start talking but lots of people who weren't really interested”.

Stall holders were asked if there “were sufficient opportunities to engage and interact with the public” and the responses were again unanimously positive. When asked whether they would come back next year all responded that they would be keen to do so.

Suggestions for improvement

Respondents were asked to provide additional comments or suggestions for improvements. Thirty-four responses were received from both the Hauroa and Mātauranga stall holders. Key themes emerging from these included:

Space and layout

> “Would have been nice to have some shade and a place to sit to eat meals. All in all, a wonderful day. Many thanks”.

> “We loved the day. Thank you. The stand next to us had so much space and there was only him. We felt a bit squashed and no one could get behind and read our board of news updates as we had to have the table in front of us. Maybe more space so people could view our board”.

> “The location of our table was sometimes crowded out by other activities happening nearby. Perhaps the linking of similar organisations together would be improved space in flow. For example - The Foot Clinic, Arthritis NZ, Life Unlimited (if they display gadgets etc for people with arthritis)”.

> “The foot traffic through from the WOF to Hauora area became very congested with the amount of people that we trying to see all the great services. Are we able to extent the marquee for the next Te Rā Kia ora”?

The Health Passport

> “I love being a part of Te Rā o te Raukura - it is an amazing event. Please keep the passport going as well, as it is such a wonderful way to engage with the those present at the event”.

> “Coordinate with TeHAN next year to offer foot health checks as part of WOF”.

Improving the Education Passport:

> “Perhaps have people "walking the site to handout" rather than waiting for people to pick form up”.

> “Maybe a big banner/poster advertising it in the tent.”

> “Could look at activities instead of questions.”

> “A site map maybe to help them locate the right providers.”

> “Make it digital.”

Entertainment

> "It seems Kapa Haka is the big draw card for people coming as this year was quieter than last. Perhaps some engaging activities that people can have a go at or at least observe? Eg: carving or weaving".

Final comments

Although numbers attending te Rā o te Raukura appeared to be lower this year than previous years, those participating in the event were very positive about it. Some of the positive feedback received included:

> "One of the best yet. The atmosphere was AMAZING".

> "Couldn't have been better organised. Everything was great, from parking to being asked if we need anything, to being able to set up the day before. Excellent organisation and great opportunity for us to provide information and make face to face connections with people.

> "I thought it was very well run and a great atmosphere. Awesome entertainment too!"

> "Flawless from our end. Thank you for all you do to accommodate and creating the space for us to work from".

HUTT CITY
TE AWA KAIRANGI

EVENT FUNDING AGREEMENT

BETWEEN

HUTT CITY COUNCIL

AND

TE RA O TE RAUKURA LIMITED

EVENT: TE RA O TE RAUKURA 2019-20

DOC/14/144115

HUTT CITY
TE AWA KAIRANGI

FORM OF AGREEMENT

Parties

Hutt City Council (the "**Council**")

Te Ra o Te Raukura Limited, having its registered office at 61a Guthrie Street, Lower Hutt, 5010 (the "**Organiser**")

Background

A. The Organiser is to organise an event in Hutt City as described in the Reference Schedule (the "**Event**").

B. The Council wishes to contribute to the Event by providing funding set out in the Details on the terms set out in this Agreement.

Agreement

1. The Council will pay the Funding and provide the support for the Event, on the terms and conditions set out in this Agreement.
2. The Organiser agrees to organise, manage and provide the Event on the terms and conditions set out in this Agreement.
3. The following documents shall form the Agreement:-
   - This Form of Agreement
   - The Reference Schedule
   - The Terms and Conditions
   - Schedule One - Sponsorship Conditions
   - Schedule Two - Event Report
   - Schedule Three - Confirmation of Health and Safety Plan
   - Schedule Four - Public Liability Insurance Certificate

Execution

Dated: 3 August 2018

Signed by Hutt City Council by:		Signed by Organiser by:	
.....	Signature	.....	Signature
Carla Steed	Name	Wikaingi Luke	Name
PM Promotions + Events	Position	Director	Position
In the Presence of:		In the Presence of:	
.....	Signature	.....	Signature
Ryan Gardiner	Name	Hata Wilson	Name

NB: This Agreement should be signed by an authorised person

HUTT CITY
TE AWA KAIRANGI

EVENT SPONSORSHIP AGREEMENT

REFERENCE SCHEDULE

Event Details	
Name of Event:	Te Ra o Te Raukura 2019 and 2020
Description of Event:	A single day cultural, education and entertainment event showcasing local mana whenua
Event Date(s):	Sat 2 February 2019, 2020 date tbc
Expected Number of Participants/Spectators:	15,000 to 20,000
Location:	Te Whiti Park, Waiwhetu, Lower Hutt

Funding		
Term:	2 year. 1 July 2018 – 30 June 2020	
Sponsorship Sum:	$15,000 towards general event costs $2,500 towards supporting education specific activities and initiatives at the event $2,500 toward supporting health specific activities and initiatives at the event Being a combined total of $20,000	(GST Exclusive)
Instalment 1: Payment Date:	$7,500 (37.5%) September 2018 & September 2019	(GST Exclusive)
Instalment 2: Payment Date:	$7,500 (37.5%) December 2018 & December 2019	(GST Exclusive)
Instalment 3: Payment Date:	$5,000 (25%) 20th of the month following receipt of post event report for each year	(GST Exclusive)
Other:	Hutt City Council will contribute a further $5,000 to marketing and design support to Te Ra o Te Raukura throughout Lower Hutt, Porirua, and Wellington. Hutt City Council will work with a representative of the organiser to create the scaled site map to the approximate value of $750. (Approx. 10 hours work at a charge out rate of $75ph)	(GST Exclusive)

HUTT CITY
TE AWA KAIRANGI

Council Support	
Description of other support:	1. Provision of a representative to attend event management meetings and provide advice as needed 2. Promotion of the Event through agreed Council channels 3. Assistance with site plan development and ground marking

Representatives	
Council's Representative:	Carla Steed
Organiser's Representative:	Wirangi Luke
Address for Notices	
Council Address:	Private Bag 31 912, Lower Hutt or 30 Laings Road, Lower Hutt 5040
Organiser Address:	P.O.Box 36111 te puni mail centre or 61a Guthrie Street, Waiwhetu, Lower Hutt 5010

HUTT CITY
TE AWA KAIRANGI

EVENT SPONSORSHIP AGREEMENT

TERMS AND CONDITIONS

1. THE EVENT

1.1 The Organiser will organise, manage and provide the Event (as described in the Reference Schedule) in accordance with this Agreement.

1.2 The parties agree that their joint objectives for the Event are as specified in the Reference Schedule (the "**Objectives**").

1.3 The Organiser acknowledges that the Council has no financial or other responsibility for the Event, including any debts incurred by the Organiser, other than as set out in this Agreement.

2. EVENT STANDARDS

2.1 The Organiser will provide the Event on each Event Date (as specified in the Reference Schedule) in compliance with:

(a) The Event Details (as specified in the Reference Schedule); and

(b) The Event Standards (as specified in the Reference Schedule and Schedule One).

2.2 The Organiser will organise and manage the Event, and provide the Event on each Event Date:

(a) To a high standard;

(b) In accordance with best practice and applicable event management standards;

(c) In accordance with all applicable legislation, regulations and by-laws;

(d) In accordance with all objectives, policies and standards of the Council which are made known to the Organiser from time to time, including but not limited to policies relevant to public events, such as traffic management, health and safety and the reduction of alcohol related harm; and

(e) In accordance with the rules of the Organiser (if any).

2.3 In organising, managing and providing the Event, the Organiser will:

(a) Act in good faith towards the Council;

(b) Not do anything which, in the reasonable opinion of the Council, would materially alter or otherwise devalue the rights of the Council under this Agreement, or bring the Council's name or reputation into disrepute; and

(c) Ensure that (where reasonably requested by the Council) effective joint planning occurs between the Organiser and organisations such as (but not limited to) the Police, relevant licensing agencies, security services, health agencies, business associations and first aid services.

3. SPONSORSHIP

3.1 The Council will pay to the Organiser the first instalment of the Sponsorship Sum specified in the Reference Schedule, PROVIDED THAT:

(a) The Agreement has been signed by both parties;

(b) The Organiser has met the applicable Sponsorship Conditions set out in Clause 4 and Schedule One;

(c) The Organiser has provided to the Council a signed Health and Safety Plan, in accordance with Clause 10 and Schedule Three;

(d) The Organiser has provided to the Council confirmation of the insurance held by the Organiser, in accordance with Clause 11 and Schedule Four;

(e) The Organiser has obtained and provided to the Council all applicable consents, plans, licences, permits, permissions and any other authorisations required for the Event; and

(f) The Organiser has supplied a GST invoice in accordance with Clauses 5.1 and 5.2.

3.2 The Council will pay to the Organiser all further instalments of the Sponsorship Sum specified in the Reference Schedule (if any), EXCEPT FOR the final instalment of the Sponsorship Sum, PROVIDED THAT:

(a) The Organiser has met the applicable Sponsorship Conditions set out in Clause 4 and Schedule One; and

(b) The Organiser has supplied a GST invoice in accordance with Clauses 5.1 and 5.2.

3.3 The Council will pay to the Organiser the final instalment of the Sponsorship Sum specified in the Reference Schedule, PROVIDED THAT:

(a) The Organiser has met the applicable Sponsorship Conditions set out in Clause 4 and Schedule One;

(b) The Organiser has supplied a GST invoice in accordance with Clauses 5.1 and 5.2; and

(c) The Organiser has provided to the Council an Event Report, in accordance with Clause 8.4 and Schedule Two, and that Event Report has been approved by the Council (such approval not to be unreasonably withheld).

3.4 Subject to the sub-clauses above, the Council will pay the instalments of the Sponsorship Sum on the relevant Payment Dates specified in the Reference Schedule, to a bank account nominated by the Organiser.

3.5 The Sponsorship Sum must be expended by the Organiser on the Event and is not transferable to any other event.

3.6 Any part of the Sponsorship Sum received by the Organiser but not utilised for the Event must be returned to the Council immediately following the Event.

4. SPONSORSHIP CONDITIONS

4.1 Payment of each instalment of the Sponsorship Sum is contingent on the conditions set out in this Clause 4 and Schedule One, where applicable, being met.

4.2 The Organiser will, not less than two months before the Event Date, consult and collaborate with the Council in the development (including, but not limited to, form and content) of:

(a) The promotional material to be used in connection with the Event; and

(b) The marketing and promotional plan for the Event.

4.3 The Organiser will not print or publicise any Promotional Material without the prior consent of the Council's Representative, such consent not to be unreasonably withheld.

4.4 The Organiser will ensure that all Promotional Material that it produces, and all publicity that it generates, in connection with the Event and/or the Sponsorship complies with Codes of Practice of the Advertising Standards Authority and the standards required under the Fair Trading Act 1986.

4.5 The Organiser will incorporate the Council logo, as specified in Schedule Two, in all Promotional Material that is used for the purpose of publicising the Event. For the purposes of fulfilling this obligation, the Council grants to the Organiser a non-exclusive, non-transferable licence to use the Council logo during the term of this Agreement, or until such time as such licence is expressly revoked by the Council's Representative.

4.6 The Organiser will not use the Council logo without the prior consent of the Council's Representative, such consent not to be unreasonably withheld.

4.7 The Organiser will promptly notify the Council of any material amendments to the nature of the Event or the marketing and promotional plan for the Event. Where, as a result of such material amendments, the objectives of the Organiser or the Event are inconsistent with the Council's objectives and policies or negatively impact on the Council, the Council may terminate this Agreement in accordance with Clause 17.2.

5. PAYMENT

5.1 The Organiser will provide to the Council, at least fifteen (15) Business Days prior to each Payment Date specified in the Reference Schedule, a GST tax invoice for the relevant instalment of the Sponsorship Sum, stating a description of the Event. Invoices received without all of these details will be returned to the Organiser, unpaid.

5.2 Invoices are to be addressed to:

Hutt City Council
Private Bag 31-912
LOWER HUTT 5040

Attn: Promotions and Events

5.3 Subject to sub-clause 5.4, payment of each instalment of the Sponsorship Sum will be made on the relevant Payment Date.

5.4 Any invoices provided by the Organiser which do not meet the requirements of clauses 5.1 and 5.2 will not be paid.

6. REVIEW OF SPONSORSHIP

6.1 Without limiting the Council's right to terminate under Clause 17.2, the parties agree that where the Term of this Agreement is for more than one (1) year, the Council shall be entitled to review the Sponsorship or the Sponsorship Sum in each subsequent financial year.

6.2 If, as a result of the Council's budgetary processes under the Long Term Plan or any other similar process, the funding available for the Event is reduced or varied then:

(a) The Council may decline to provide further Sponsorship in respect of any future periods for the remainder of the Term; and

(b) The Council may either:

(i) cancel this Agreement by giving not less than two months' written notice to the Organiser, in which case the provisions of clauses 18, 19 and 21.7 will apply; or

(ii) vary the terms of this Agreement, with the written consent of the Organiser, with respect to the amount of the Sponsorship Sum to be paid to the Organiser for the remainder of the Term.

7. SUPPORT

7.1 The Council will provide to the Organiser the Council Support described in the Reference Schedule.

7.2 The Council agrees to support the Organiser to ensure that the Event is organised, managed and provided in accordance with the Event Details and Event Standards.

8. MEETINGS AND REPORTS

8.1 The Organiser and the Council will each appoint a representative, as specified in the Reference Schedule, who will be authorised to give and receive all directions and instructions in connection with the matters set out in this Agreement.

8.2 The Organiser's Representative and the Council's Representative agree to meet as reasonably required by either party in order to discuss the matters set out in this Agreement and progress made in connection with the Event.

8.3 The Organiser's Representative will make itself reasonably available to attend such meetings, at its own cost.

8.4 The Organiser will, within six (6) weeks of the conclusion of the Event, provide the Council with an Event Report setting out in reasonable detail the matters specified in Schedule Two.

9. RECORDS AND ACCOUNTS

9.1 The Organiser will comply with all reasonable financial management or accounting procedures as are required and notified to the Organiser by the Council from time to time. For the avoidance of doubt, such accounting procedures shall include maintenance of records of all itemised budgeted expenditure and actual expenditure and the dates of such expenditure incurred in connection with the Event.

9.2 The Council shall have the right to appoint an auditor, at its cost, to examine all financial books and records relating to the Event. Upon request by the Council, and within five (5) Business Days of such request, the Organiser will make available to the Council all financial books and records relating to the Event for that purpose.

10. HEALTH AND SAFETY

10.1 The Organiser will comply with its obligations, and ensure the Organiser's sub-contractors, employees and volunteers comply with their obligations, under the Health and Safety at Work Act 2015 (the "**HSW Act**") and all regulations made under the HSW Act and all approved codes of practice of the HSW Act.

10.2 The Organiser will prepare a written Health and Safety Plan (the "**Plan**") for the organisation, management and provision of the Event. The Plan will address how the Organiser will comply with the HSW Act. The Organiser will at regular intervals (not less than yearly) review and update the Plan to ensure that it is comprehensive and takes into account any changes in the HSW Act and/or changes in the by-laws, policies and standards.

10.3 The Organiser will, fifteen (15) Business Days prior to the first Event Date, provide a signed copy of the Plan to the Council.

11. INSURANCE

11.1 The Organiser will obtain and hold at its cost, at all times during the continuance of this Agreement, Public Liability Insurance of not less than $2,000,000, on terms and with such insurers as the Council may reasonably require. A signed Public Liability Insurance Certificate is attached as Schedule Four.

11.2 The Organiser will, fifteen (15) Business Days prior to the first Event Date, provide the signed Public Liability Insurance Certificate (in the form attached as Schedule Four) to the Council.

11.3 The Organiser will, if requested by the Council, provide the Council with written evidence that the insurance is in force and will, when required by the Council produce the policies and evidence of payment of current premiums.

12. INDEMNITY

12.1 The Organiser indemnifies the Council in respect of all costs (including legal costs) claims, liabilities, losses, damage and expenses suffered or incurred by the Council and any other person claiming through the Council as a direct or indirect consequence of any unlawful, negligent, tortuous, criminal, reckless or dishonest errors, acts or omissions of the Organiser in the performance or non-performance of its obligations under this Agreement.

13. INTELLECTUAL PROPERTY

13.1 Except as expressly provided in this Agreement, neither party has the right to use the other party's name or their associated brands or products' names, logos, trade marks or other intellectual property in any manner.

13.2 The Organiser warrants that it has the authority, copyrights, permissions or licences that may be required for the Event and shall indemnify and keep indemnified the Council from and against all claims, liabilities, losses, damage and expenses suffered or incurred by the Council in connection with any breach by the Organiser of the warranties contained in this Clause 13.2.

14. FORCE MAJEURE

14.1 Neither party will be responsible for any act, omission or other failure to fulfil its obligations under this Agreement if such act, omission or other failure to fulfil its obligation arises from any cause reasonably beyond its control, which includes floods, earthquakes and other acts of God.

15. CONFIDENTIALITY

15.1 The parties agree that any Confidential Information pertaining to this Agreement, remains strictly confidential and is not to be disclosed to any other party except in the circumstances where:

(a) The Confidential Information is already in the public domain (otherwise than by breach of this clause);

(b) A party is required to release the Confidential Information by any statutory or regulatory obligation (including the Council's obligations under the Local Government Official Information and Meetings Act 1987), or by any judicial or arbitration process;

(c) The other party has consented in writing to the disclosure of the Confidential Information; or

(d) The disclosure of Confidential Information to an independent auditor as required in accordance with this Agreement.

15.2 Neither party will make any announcement or communication in relation to the Sponsorship or the relationship between the parties without first consulting the other party and obtaining that party's consent.

16. CANCELLATION OF EVENT

16.1 The parties acknowledge that the Organiser may cancel or postpone the Event on any or all of the Event Dates owing to inclement weather conditions or for any cause beyond the reasonable control of the Organiser. For the avoidance of doubt, "inclement" shall be taken to mean weather conditions that are unacceptable to the Organiser in that such conditions would impair performance, cause damage to instruments or equipment or raise health and safety concerns.

16.2 The parties agree that if the Event is cancelled on any or all of the Event Dates in accordance with Clause 16.1:

(a) The Council shall be under no liability to the Organiser or any other person to pay any compensation or damages for any loss that the Organiser or any other person may suffer arising out of cancellation of the Event. No penalties or cancellation charges shall be payable by the Council;

(b) The Council shall not be obliged to make any further payments of the Sponsorship Sum;

(c) The parties will meet and negotiate in good faith the amount of the Sponsorship Sum that should be retained by the Organiser (to reflect any Sponsorship Sum utilised by the Organiser prior to cancellation). The Organiser must then immediately refund to the Council the agreed amount of unutilised Sponsorship Sum. If the parties cannot agree then Clause 19 shall apply;

(d) In the event that the Event or all remaining Event dates are cancelled, the parties will each immediately deliver to the other all documentation and property in their possession or control that belongs to the other party; and

(e) The obligations set out in Clause 21.7 will continue to apply.

17. TERM AND TERMINATION

17.1 Subject to Clause 21.7, the Term of this Agreement shall commence on the date of this Agreement and shall continue for the Term or until earlier terminated pursuant to the terms of this Agreement.

17.2 The Council may immediately terminate this Agreement, either entirely or in part, by giving written notice to the Organiser if the Organiser commits one or more of the following events of default:

(a) The Organiser is, or becomes, unable to pay its debts when due, or there is an enforceable judgment, distress, attachment, execution or other process in an amount in excess of $25,000 enforced against the Organiser;

(b) The Organiser enters into, or resolves to enter into, any voluntary administration, compromise or assignment for the benefit of its creditors, or enters into, or resolves to enter into, a court-approved arrangement or a capital reorganisation or reconstruction or there is a change in the effective management or control of the Organiser;

(c) An application or order is made or a resolution is passed for the winding up of the Organiser other than for the purpose of amalgamation or reconstruction approved by the Council;

(d) A receiver, a receiver and manager, an official manager, a liquidator, a statutory manager, a trustee or an equivalent person is appointed over all or part of the Organiser's assets or undertakings;

(e) The Organiser ceases to carry on its business in whole or in part (except in the circumstances of force majeure);

(f) If an individual, the Organiser dies or suffers a disability which prevents him or her from performing the Organiser's obligations under this Agreement;

(g) The Organiser fails to hold the Event on all or any of the Event Dates, or if the Event is cancelled on any or all of the Event Dates, other than in accordance with Clause 16.1;

(h) The Organiser by act or omission allows circumstances to occur as a consequence of which any rights, powers, consents, plans, licences, permits, permissions or any other authorisations necessary for the proper organisation, management and provision of the Event are cancelled or are liable to cancellation;

(i) If there is a material change in the nature of the Event so that the objects of the Organiser or the Event are inconsistent with the Council's objectives and policies or negatively impact on the Council;

(j) If the Organiser, by any means whatsoever, causes the image or reputation of the Council to fall into disrepute;

(k) If there is, in the Council's reasonable opinion, an irreparable breakdown in relations between the Council and the Organiser, a loss of confidence in the Organiser, or the Organiser fails to co-operate and meet with the Council as required under this Agreement;

(l) The Event fails to achieve reasonable financial and presentation success when measured against the Event Standards required to be met by the Event;

(m) The Organiser commits a breach of this Agreement and fails, after receipt of written notice requesting remedy of the breach within a reasonable timeframe, to remedy that breach within that timeframe;

(n) The Organiser commits a material breach of this Agreement.

18. CONSEQUENCES OF TERMINATION

18.1 On termination of this Agreement under Clause 17:

(a) The Council shall be under no liability to the Organiser or any other person to pay any compensation or damages for any loss that the Organiser or any other person may suffer arising out of termination of this Agreement. No penalties or cancellation charges shall be payable by the Council;

(b) The Council shall not be obliged to make any further payments of the Sponsorship Sum;

(c) The parties agree to meet and negotiate in good faith the amount of the Sponsorship Sum that should be retained by the Organiser in recognition of any Sponsorship Sum utilised prior to termination. The Organiser must immediately refund to the Council the agreed amount of unutilised Sponsorship Sum. If the parties cannot agree then Clause 19 shall apply;

(d) The parties will each immediately deliver to the other all documentation and property in their possession or control that belongs to the other party; and

(e) The obligations set out in Clause 21.7 will continue to apply.

19. DISPUTE RESOLUTION

19.1 Without limiting the application of 19.2 to 19.6, in the event of a dispute, disagreement or difference of opinion ("**Dispute**") arising under the Agreement as to:

(a) The meaning or application of any part of the Agreement; or

(b) Any other matter touching or concerning the Agreement, the parties shall actively and openly endeavour to amicably settle such Dispute themselves, with a view to achieving prompt resolution.

19.2 A party claiming that a Dispute has arisen must give written notice to the other party, specifying the nature of the Dispute. On receipt of such a notice, the parties shall endeavour to resolve the Dispute amicably and expeditiously, with a view to achieving prompt resolution.

19.3 If the parties do not resolve the Dispute within ten (10) Business Days of receipt of a notice given under clause 19.2, a party may, by written notice to the other, refer the Dispute to arbitration in accordance with the Arbitration Act 1996 on the following terms:

(a) A single arbitrator be appointed. If the parties fail to agree on an arbitrator, the President of the Arbitrators and Mediator Institute of New Zealand Incorporated shall appoint the arbitrator;

(b) No person who has participated in an attempt at informal dispute resolution of the Dispute shall act as arbitrator;

(c) The place of arbitration shall be Lower Hutt;

(d) The parties shall co-operate fully with the arbitrator. The arbitrator will proceed promptly to deliver an award;

(e) The arbitrator's decision in respect of findings of fact shall be final and binding, and the appeal rights under Clause 5 of the Second Schedule of the Arbitration Act 1996 are expressly excluded;

(f) Each party shall bear its own costs in such arbitration and (in the absence of an arbitrator's award to the contrary) shall pay the costs of the arbitrator in equal shares.

19.4 Pending the settlement of any Dispute, the parties shall continue to perform all of their obligations under the Agreement except that neither party shall be obliged to pay any money which is the subject of the Dispute.

19.5 Neither party may commence any court or arbitration proceedings relating to a Dispute unless it has complied with the sub-clauses above relating to dispute resolution (except where either of them seeks urgent interlocutory or injunctive relief).

19.6 This clause shall not apply to disputes involving third party claims against Council arising out of the performance or non-performance of this Agreement.

20. NOTICES

20.1 All communications under this Agreement which are required to be in writing shall be sent by mail with postage prepaid, or hand delivered to the Address for Notices set out in the Reference Schedule or to such other address as a party has notified the other of in writing.

20.2 Subject to the following sub-clause, Notice hand delivered is deemed to be served upon delivery. Notice by post is deemed to be served three (3) Business Days after the date of posting. Any notice served or hand delivered on a non-Business Day is deemed to have been served on the first Business Day after that day.

21. GENERAL

21.1 The Council as Regulatory Body

(a) The Organiser acknowledges that the Council, in terms of its regulatory function as a Local Authority and a Territorial Authority, is obliged to and shall act independently in those capacities and not as a party to this Agreement. The Organiser shall have no right or claim against the Council in its capacity as a party to this Agreement as a result of any lawful action or decision made by the Council in the performance of its regulatory functions except in the case of bad faith in its capacity as a party to this Agreement.

(b) Any decision of the Council acting in its regulatory capacity shall not be construed as an approval of the Council as a party to this Agreement or as a variation to this Agreement unless otherwise expressly agreed.

21.2 Governing Law and Jurisdiction

This Agreement is governed by the laws of New Zealand. The parties agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand.

21.3 Severability

In the event that any one or more of the provisions contained in this Agreement is declared invalid by an order, decree or judgment of any Court of competent jurisdiction, this Agreement will be read as if such provision had not been inserted. Where this action results in undue hardship on either party or constitutes a substantial deviation from the general intent and purpose of the parties as reflected in this Agreement, a variation rectifying such anticipated consequences will be entered into by the parties.

21.4 Entire Agreement

(a) This Agreement constitutes the entire agreement between the parties relating to the subject matter and replaces all prior agreements or undertakings whether oral or written.

(b) Each party, except to the extent qualified herein, confirms that on entering into this Agreement it has not relied upon any statement, warranty or other representation made or information supplied by or on behalf of the other party.

(c) Notwithstanding the sub-clauses above, where the Organiser has made specific representations as to its history, skills, performance and qualities, such representations may be relied upon by the Council in determining whether or not the Organiser has met the standards expected of it in relation to the organisation, management and provision of the Event.

21.5 Variations

This Agreement cannot be amended, modified or varied except in writing signed by the Council's Representative and the Organiser's Representative.

21.6 Waiver

No right under this Agreement shall be deemed to be waived except by notice in writing signed by each party. Such waiver will not prejudice either party's rights in respect of any subsequent breach of this Agreement.

21.7 Continuing Obligations

The Organiser's obligations contained under the provisions of the following clauses shall continue in force notwithstanding the cancellation of the Event, or the termination or expiry of this Agreement:

(a) Insurance;

(b) Indemnity;

(c) Intellectual Property;

(d) Confidentiality;

(e) Cancellation of Event;

(f) Consequences of Termination;

(g) Dispute Resolution.

21.8 No Assignment

The Organiser's rights under this Agreement are personal to the Organiser and may not be assigned to a third party without the express written consent of the Council, which may be given subject to such conditions as the Council, in its sole discretion, considers are reasonably required.

21.9 No Partnership

Nothing in this Agreement constitutes the parties as partners or as agents for each other. Neither party has any authority to bind the other or act on its behalf except to the extent expressly provided for in this Agreement.

21.10 Costs

(a) Each party shall bear its own costs (including legal costs) of and incidental to the negotiation, preparation and execution of this Agreement.

(b) All costs (including legal costs on a solicitor and client basis) incurred by the Council in enforcing the provisions of this Agreement where the Organiser has committed a default, shall be met by the Organiser upon demand.

22. DEFINITIONS AND INTERPRETATION

22.1 Definitions

In this Agreement unless the context otherwise requires:

"Business Day" means a day on which registered banks are open for business in Wellington excluding Saturdays, Sundays and Wellington Anniversary Day. A business day shall be deemed to commence at 9:00 am and to terminate at 5:00 pm New Zealand time (standard time or summer time, as appropriate).

"Confidential Information" means all information relating to the other party or the other party's business of which a party becomes aware by virtue of its relationship with the other party under this Agreement and any other agreement between the parties, and shall include the matters set out in this Agreement.

"Event Report" means the report to be provided to the Council in accordance with Clause 8.4 and Schedule Three.

"GST" means Goods and Services Tax in terms of the Goods and Services Tax Act 1985, at the rate prevailing from time to time.

"Local Authority" means City, District and Regional Councils.

"Promotional Material" includes, but is not limited to, posters, brochures, fliers, banners, advertising, the internet, promotional signage and media releases.

"Purchase Order" means the Council's form under which it orders services, and which does not vary this Agreement but which forms part of this Agreement.

"Sponsorship Conditions" means the conditions on which payment of each instalment of the Sponsorship Sum is contingent, as set out in Clause 4 and Schedule Two.

22.2 Interpretation

In this Agreement unless the context otherwise requires:

(a) References to **"parties"** refer to parties to this Agreement and include successors and, in the case of the Organiser, permitted assigns and, in the case of the Council, assigns.

(b) Reference to **"Council"** and **"Organiser"** includes reference to their employees, agents, consultants and contractors.

(c) Reference to **"persons"** includes reference to companies, partnerships, associations, trusts, Council-Controlled Organisations, Government Departments and Local Authorities.

(d) Headings and emphasis are for convenience only and shall not affect interpretation.

(e) Words importing the singular include the plural and vice versa and words importing a gender include any gender.

(f) References to clauses and schedules are references to clauses of and schedules to this Agreement.

(g) A covenant or agreement on the part of two or more persons binds them jointly and severally.

(h) Where a party's approval is required pursuant to any provision of this Agreement, that approval is not to be arbitrarily or unreasonably withheld or delayed.

(i) All monetary amounts are stated **exclusive** of GST and in New Zealand dollars unless stated otherwise.

(j) A reference to any statute includes a reference to any regulation, proclamation, ordinance or by-law made under that statute and extends to any statute, regulation, proclamation, ordinance or by-law varying, consolidating or replacing the same.

(k) A reference to a document includes an amendment or supplement to, or replacement or notation of, that document.

(l) Where the day on or by which anything is to be done is not a Business Day, that thing must be done on or by the following Business Day.

(m) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

HUTT CITY
TE AWA KAIRANGI

FESTIVAL AND EVENT SPONSORSHIP AGREEMENT

SCHEDULE ONE – SPONSORSHIP CONDITIONS

Promotional Material

The Organiser will:

A. Display the Council's logo as per the Hutt City Council Brand Guidelines on all marketing collateral

B. Incorporate Hutt City Council into any advertising scripts that are to be published

Publicity

The Organiser will:

A. Mention the Council's support of the Event in all media statements

B. Make itself or its Representative available to the Council (following reasonable notice of the request by Council) to optimise publicity for the Event, including but not limited to participating in interviews to publicise the Event.

Complimentary Sites

The Organiser will:

A. Provide the Council with sites at the event to communicate messages to the community. The number of sites to be provided to the Council will be mutually agreed by 30 November each year prior to the event.

Other Conditions

The Organiser will:

A. Place the Council's signage (to be provided by Council) in locations at the event which ensure optimal exposure to spectators and in film and photo images taken during the Event.

HUTT CITY
TE AWA KAIRANGI

FESTIVAL AND EVENT SPONSORSHIP AGREEMENT

SCHEDULE THREE – EVENT REPORT

The post event report will include:

- An assessment by the Organiser of the success of the Event, participant numbers, highlights and recommendations for improvements for the following year
- A copy of the Event's budget comparing actual income and spending against that budgeted
- Details of what the funding contribution for Education specific activities/initiatives was used for, a breakdown of this cost and a review of the activities
- Details of what the funding contribution for Health specific activities/initiatives was used for, a breakdown of this cost and a review of the activities
- Copies of media coverage and an analysis of this against the Marketing and Promotional Plan for the event
- An analysis of how the Council's funding contributed to the Event and how the funding was spent
- Results from any survey's carried out about the Event or related activities

HUTT CITY
TE AWA KAIRANGI

FESTIVAL AND EVENT SPONSORSHIP AGREEMENT

SCHEDULE FOUR – CONFIRMATION OF HEALTH AND SAFETY PLAN

TO: **Hutt City Council**
Private Bag 31-912
LOWER HUTT 5040

FROM: _____ (Name of organisation)

_____ (Postal Address)

_____

TELEPHONE: **FAX NO:**

NAME OF EVENT:

We confirm that our organisation will have a Health and Safety Plan prior to the event date which complies with the requirements of the Health and Safety at Work Act 2015 and all approved AUS/NZ standards and generally complies with all Health & Safety legislation, regulations and by-laws relevant for this purpose. This Plan will remain in force for the duration of our event and will not be amended or cancelled during this time.

We confirm the following requirements are part of the Plan:

- A system is in place for the identification, assessment and control of hazards
- Control measures for hazards are reviewed at intervals appropriate to the running of the event
- Health & Safety responsibilities are assigned to designated staff, that is, all those who work on the event, including volunteers.
- Organisation representatives have inspected the event location to ensure that the venue is safe.
- An Accident Register is kept on site.
- An emergency plan designed for our event is in place for dealing with a variety of emergencies.
- A Health & Safety briefing will be carried out with staff (including volunteers) prior to each session of the event and documented
- All staff working at the event location have the necessary knowledge and skills to perform their job adequately, or they will be adequately supervised.
- A system is in place to ensure the public is not endangered by activities carried out at the event venue.
- Total number of staff/volunteers working at our event is ____

The name of the organiser for this event is _____

Contact phone number during the event is _____

I, the undersigned, confirm that the above information is true and factual. I confirm I am authorised to sign this certificate.

Authorised signatory: _____

Name: (in capitals) _____

Job title: _____

Date: _____

HUTT CITY
TE AWA KAIRANGI

FESTIVAL AND EVENT SPONSORSHIP AGREEMENT

SCHEDULE FIVE – PUBLIC LIABILITY INSURANCE CERTIFICATE

TO: **Hutt City Council**
Private Bag 31-912
LOWER HUTT 5040

FROM: Name:
(of Insurance Company)

Branch:

Address:

We confirm we have issued a **Public Liability Policy** to:

_____

in respect of:_____(Project title)

We undertake this policy will not be cancelled or amended by us with the period of insurance without 30 days written advice to you.

Period of insurance is from:

to

The Limit of Liability is: **$2,000,000.00** (as a minimum)	
Sub-limit insured for vibration, removal or weakening of support	
Deductible is	
Deductible for vibration, removal or weakening of support	
The policy covers **Liability** arising out of:	
Principal's vicarious liability is covered by the policy	Yes / No (delete one)
The ownership/use of mechanical plant	Yes / No (delete one)
The use of hired plant	Yes / No (delete one)
The ownership/use of watercraft	Yes / No (delete one)
The ownership/use of aircraft	Yes / No (delete one)
The use of explosives	Yes / No (delete one)
We advise that "special" terms, copy **attached**, have been specifically applied to this project	Yes / No (delete one)
_____ Authorised Signatory	Date:_____

AROHANUI KI TE TANGATA

Post Event Report 2020

TE RŪNANGANUI O TE ĀTI AWA

Executive Summary

This report summarises the experience of Te Rā o te Raukura in 2020 from the perspectives of the Rūnanga, the participants and the festival goers. Guided by the overarching theme "Arohanui ki te tangata", Te Rā provides for the community: a place to celebrate being Māori; a place for all to celebrate being a Treaty partner; a great day for all in the whanau; a place to improve health, learning, and wellbeing for all. As such, the event aligns with the Rūnanga kaupapa set out in its Whānau Ora Wellbeing Framework.

Author: Dr Amanda Torr

Supporting our commitment to community engagement and wellbeing

Whaikoroia ki te Atua I Runga Rawa

Maungarongo I Runga I te Whenua

Whakaaro Pai ki nga Tangata Katoa

Arohanui ki te Tangata, Goodwill to all mankind.

This is the guiding statement for Te Rā o te Raukura, the premier cultural event developed by Te Āti Awa. It is a feast of stage entertainment, activities, education and health services held every year, free to the wider community, at Te Whiti Park, Waiwhetu, Lower Hutt.

HEIGHT & WEIGHT

Spik'N'Span
TOILETS

Te Rā o Te Raukura Post Event Report 2020

Background to the event

Arohanui ki te Tangata, Goodwill to all mankind. This is the guiding philosophy for Te Rā o te Raukura (Te Rā), the premier cultural event created by Te Rūnanganui o Te Āti Awa (Rūnanga) based in Waiwhetu, Lower Hutt.

Te Rā is an annual celebration of Te Ātiawatanga and Māoritanga, held at Te Whiti Park on the weekend closest to Waitangi Day and is a feast of stage entertainment, fun activities, education and health services and food, that is free to the wider community. It is seen by the Rūnanga as a means of connecting with, and giving back, to the community.

Ātiawatikanga is embedded throughout the event with it opening and closing with karakia, showcasing, te Reo Māori and reo-rua (bilingual) music, celebrating local musicians and kapa haka performers, ensuring delicious Māori cuisine is plentiful and ensuring that Māori values and culture are alive in all corners or the event, particularly the values of:

- **Aroha** – giving with no expectation of receiving.
- **Whānaungatanga** – being connected.
- **Whakapapa** – knowing where you belong.
- **Mana Manaaki** – building the mana of others.
- **Kōrero Awhi** – promoting positive communication and actions.

Guided by the overarching theme "Arohanui ki te tangata", Te Rā provides for the community:

- A place to celebrate being Māori
- A place for all to celebrate being a Treaty partner
- A great day for all in the whānau
- A place to improve health, learning, and wellbeing for all

As such, the event aligns with the Rūnanga kaupapa set out in its Whānau Ora Wellbeing Framework.

The Well Being Framework

The Whānau Ora Wellbeing Framework illustrates the Rūnanga understanding of and approach to supporting an integrated model of wellbeing. Social cohesion and cultural connection are key components in the model and link to the other wellbeing domains of:

- Physical, mental and spiritual health
- Sustainable employment
- Financial security
- Safe and secure environment including secure and safe housing, healthy environment, sustainability and communities free from violence and criminal offending
- Information and support including education, training and support.

"Great to have so much space this year, it felt calmer. Great organisation and communication by the team of Volunteers"

Takiri mai e te ata.

The Wellbeing Framework is illustrated below:

In 2020, te Rā o te Raukura was held on Saturday the 1st February. Participants and exhibitors fell within the following key categories:

- Health and wellbeing
- Education
- Social connection
- Entertainment
- Culture and diversity
- Food

The event was livestreamed by Ātiawa Toa FM as both via radio and Facebook. In addition, a YouTube channel, Ātiawa Toi, was launched to provide a further channel to broadcast the entertainment and interviews held throughout the day.

What we set out to Achieve

Te Rā o te Raukura highlights the Rūnanga commitment to our community, providing an event that supports local talent and brings together cultural awareness and understanding, social connection, health and wellbeing information and advice, education services and employment advice, and opportunities to learn about a range of services, products and activities available in the community – all within an entertaining, safe, inclusive and engaging environment.

Key partners with Te Rūnanga o te Āti Awa in 2020 were:

- Hutt City Council
- E Tu Whānau
- Te Puni Kōkiri

It is estimated that between 8,000 and 10,000 people attended Te Rā o te Raukawa this year. Highlights of the festival included:

- Holding a community event that is smoke free, alcohol free, drugs free and fizzy drink free
- A strong focus on health and safety including not allowing gang patches
- The headline entertainment act – Ardijah
- Supporting local talent including Amahre Edwardson, Ngāti Poneke Young Māori Culture Club and Nga Waipuna a Mata

- Participation by a wide range of community groups
- Representation from 4 Marae in the Valley
- Participation by 43 health/wellbeing organisations
- 220 health assessments conducted by Te Awakairangi Health Network doctors/ nurses
- 61 stalls selling food and/or goods
- Water use – there was an increase in water usage with approximately 900 litres of water being consumed on the day. This represents an increase in water use of 250 litres over previous years.
- Waste minimisation – the waste generation was not enough to do a tip run for the event showing a lower amount of rubbish was generated than in previous years

Post-Festival Review

The following section summaries the activities, experiences of the exhibitors and participants in the 2020 Te Rā o te Raukura Festival.

Hauora/Wellbeing

Te Rā o te Raukura is a smoke free, drug-free and alcohol-free event. There are no fizzy drinks sold and healthy food and fresh water are promoted. Gang patches are not allowed. There is a strong focus on health and safety ensuring the event is a fun event for all.

Te Rā also provides an opportunity to network with and support the Marae in the Valley, providing an opportunity for them to showcase their mahi and their communities. The Marae who participated in the festival this year included:

- Waiwhetu Marae
- Orongomai Marae
- Koraunui Marae
- Wainuiomata Marae

These Marae connections support Whakawhānaungatanga, Hauroa, te Reo Māori and cultural revitalisation and raise community awareness of their importance as community hubs in promoting whanau and community wellbeing.

The focus te Rā has on community, promotes healthy and safe environments for our whānau which was further supported by the following exhibitors:

"Great day overall and wonderful to have the private booths to talk with patients. It was great to not be on a time limit" Volunteer, doctor - specialist zone.

Organisation	Key messages promoted	Activity
Screening		
Life Unlimited Hearing Therapy	Hearing assessment and support	Saw 21 people. Referred one to an ENT specialist
CCDHB Renal Service	Renal services	Had discussions with 60 people regarding kidney transplants. 51 people entered competition
RSS Breast Screening	The importance of taking care of yourself and being regularly screened	Took 10 enrolments (4 were DNA for appointments). 50 conversations were held, and 50 enrolment packs were handed out
RSS Cervical Screening	Cervical screening	107 cervical enquiries and 9 cervical referral forma given out. 116 engagements. Referred several people for bowel screening and 1 for breast screening
RSS Bowel Screening	Promoting the bowel screening service	Engaged with a wide range of people as well as networking with other exhibitors
HVDHB Otolaryngology (ENT)	Ear health, sore throats and where to get help	Engaged with a large number of people
Mental health/Counselling/Addictions		
VIBE	Te Whare Tapa Wha – holistic wellbeing	Provided a range of activities including physical activities, an area to relax and connect
Oranga Tamariki	Recruiting caregivers.	Saw a wide range of people including whānau wishing to sign up to be care givers
Oasis Network	Supporting people with mental health issues	Saw a range of people
Atareira Mental Health Support	Dealing with mental health and addiction	Networking with a wide range of agencies who can refer clients
Mapu Maia & PGF Services	Building healthy communities, free from gambling	Engaged with a large number of people
Salvation Army Oasis Network	Dealing with problem gambling	Happy to be a partner and keen to be involved next year
Wahine/Maternal and Child Health		
Hutt Valley Breast Feeding Network	Importance of breastfeeding and when to introduce 1st foods	Saw a large number of people – 75 completed questionnaires
Lower Hutt Women's Centre	Identifying current needs of women	Collected names for people to participate in a survey to identify needs
Tamariki Ora	Safe sleeping	Recruited 3 new mums to the service
Hutt Maternity	Maternal care Promoted the Well Kiwis study	Had 8 women receive vaccinations with Boostrix
RPH School Nurses	Healthy skin, water-only schools, vision & hearing services, role of the school public health nurse	Engaged with a wide range of people

Organisation	Key messages promoted	Activity
Hauora Māori Health		
Mirimiri/Rongoa	Māori Health and wellbeing	Saw a wide range of people
Orongomai Marae	Māori Hauroa – ACP, Community Law, IRD, suicide, wellbeing, E Tu Whānau	Engaged with a wide range of people as well as networking with other exhibitors
Waiwhetu Marae	Māori Health and wellbeing	Saw a wide range of people
Kokiri pukeatua Hauora Wainuiomata Marae	Marae services, general health promotion	Engaged with a wide range of people. A lot of interest in raranga classes
Dental Health		
Regional Dental Services	Oral health and dental examination for 0 to 8s	Examined 13 children and had 3 referrals for further treatment of whom 4 were pre-school and 9 were school aged. 8 were Māori
NZ Dental Foundation	Dental health Drinking water rather than fizzy sugary drinks	Happy to be a partner and keen to be involved next year
Sexual Health		
Family Planning	Sexual Health	Saw a wide range of people and networked with others
RPH Sexual Health	Holistic approach to health	Referred lots of people for Measles vaccine
Vaccination		
RPH Immunisations	Immunisations	Vaccinated 20 adults. Unable to vaccinate tamariki
Emergency Preparedness		
NZ Fire Service	Fire Service and emergency preparedness	Collected 47 Home Fire Safety visit referrals to review homes and install smoke alarms

Te Omanga Hospice volunteers were present seeking donations to support their work and sunscreen was provided for festival goers by the Cancer Society. Wellington Free Ambulance was available on the day to deal with any emergencies.

Interviews by Ātiawa Toa were held with 10 health organisations throughout the day and these were both broadcast and live streamed by Ātiawa Toa Multimedia.

Feedback was received from 26 of the Hauora exhibitors about the day was unanimously positive. The following are a sample of comments received.

"This is one of the very best events I have attended when it comes to organization, communication and value add for the community. Ka pai to mahi whānau."

"The Hauora marquee is one of the best attractions at Te Ra"

"Please, can Atareira be added to the Health services for 2021. We are happy to be next to or share with Oasis/Mapu Maia."

We had a fantastic day. Talked to lots of women, gave away lots of material. Fantastic opportunity for us.

Congratulations on putting together such a great event.

The Awakairangi Health Network (THAN) Passport to Health Initiative

The Awakairangi PHO partnered with the following organisations to provide free health checks and follow up for festival goers in the Hauora Warrant of Fitness Zone during te Ra o te Raukura:

- Stroke Foundation NZ
- Arthritis NZ
- Takiri Mai te Ata – Whānau Ora Collective
- Sport Wellington
- Les Mills NZ
- Melon Health Group
- Green Prescription
- Piki Rangatahi

New stations offered in 2020 included:

- Cardiovascular health checks for over 55s
- Stroke awareness and atrial fibrillation testing
- Wellbeing providers Sport Wellington, Melo Health and Piki Rangatahi

The Passport to Health was staffed by clinicians from the Awakairangi PHO and the Hutt Valley DHB. The key role of this initiative is to provide brief health checks (and primary diagnosis where relevant).

The Passport to health offered checks/advice in the following:

- Cardiovascular Disease Risk Assessment
- Body Mass Index
- Blood Pressure
- Gout/arthritis
- Stroke
- Medicines (ask your pharmacist)
- Mental health/wellbeing
- Physical fitness
- Whānau Ora

In addition to these checks, five private booths were available for private consultations manned by:

- 5 doctors
- 4 specialist respiratory and cardiac care nurses
- 2 dietitians

This represented a significant increase in the staffing provided in previous years where only one doctor and two specialist nurses were available for give consultations.

Overall, 220 festival goers visited the Hauora WoF Zone. Of these:

- 121 (55%) were Māori
- 22 (10%) were Pacific Island
- 73 (33%) were other (NZ European, Asian, other)
- 4 were of unknown ethnicity

Of these 220 visitors, 159 or 72% were patients who were registered in a medical practice in the Hutt Valley and their results were forwarded to their practices. All visitors had

"We found the event was well organised and we felt well supported. It was a great opportunity to strengthen relationships with yourself and other people working in your community." Stroke Foundation of NZ

their results sent back to their GP regardless of whether they were in the Hutt Valley or not.

Feedback from the organisers of this section of Te Rā were very positive of the experience as evidenced by the following quotes:

"Great to have so much space this year, it felt calmer. Great organisation and communication by the team" Volunteer, Takiri Mai te Ata.

"Great day overall and wonderful to have the private booths to talk with patients. It was great to not be on a time limit" Volunteer, doctor - specialist zone.

"We found the event was well organised and we felt well supported. It was a great opportunity to strengthen relationships with yourself and other people working in your community." Stroke Foundation of NZ

Maatauranga/Education

The Education Expo tent at Te Ra o te Raukura was home to the following exhibitors:

- Wellington Institute of Technology (WelTec)
- Massey University
- Victoria University
- Te Wananga o Raukawa
- The Learning Connexion
- Building and Construction ITO (BCITO)
- Korotangi
- Naku Enei Tamariki (young parents support)

These exhibitors provided festival goers with information on education opportunities available and were kept busy throughout the day.

Social Cohesion

The following exhibitors were present to provide advice and information to festival goers:

- Te Puni Kōkiri
- Ministry of Pacific Affairs
- E Tu Whānau (Ministry of Social Development)
- Department of Internal Affairs
- Royal Commission of Enquiry into Abuse in Care
- Electoral Commission
- Wellington Community Law

An opportunity was provided at the festival to festival goers to engage with the Royal Commission of Enquiry into Abuse in Care. This Commission has been set up by the Government to investigate what happened to children, young people and vulnerable adults in care. This was a new initiative this year and indicates the importance of events such as Te Rā for connecting with community.

The Mayor Campbell Berry was present and gave a speech highlighting the support of the City Council for such events.

Culture

The aim of this year's festival was to highlight local talent. The following were key components of the Te Ra o te Raukura festival:

- The headline entertainment act – Ardijah
- Performance by 3 kapa haka groups
- Performances by Luke Whaanga, Groove Roots and Amahre Edwardson
- An Ātiawa Toa Throwback showcase
- Live streaming of the event by Āti Awa Toa

kapahaka and te Teo Māori were core components of the day along with Māori crafts, Māori healing practices and Māori kai.

Our Charity Partner - Tapu Te Ranga Trust and Marae

In 2020 the Rūnanga invited Tapu te Ranga Trust to attend Te Ra as a Charity Partner to share their history and story.

The whare at Tapu Te Ranga Marae in Island Bay was destroyed by a tragic fire in 2019 and since that time, whānau, friends and supporters of the Marae have been encouraged to continue donating through the 'Give little' website fundraising campaign to rebuild it. The Stewart Whānau of Tapu Te Ranga Trust and Marae have been leading the initiative to rebuild their marae which has served and supported

local, national and international communities, he whare manaaki, he whare taonga, he whare Māori for many years. The Rūnanga saw that the Te Rā o te Raukura 2020 Charity Partnership was our opportunity to reciprocate with all stall booking proceeds will be donated towards this cause.

The Tapu te Ranga Trust was provided a promotional stall space which provided a connection for whānau to express their aroha and manaakitanga.

Environmental sustainability

Promoting wellbeing and environmental sustainability is a key theme of the festival and this year there was a strong focus on waste minimisation throughout the event. Aligned to this message the following were banned from the festival:

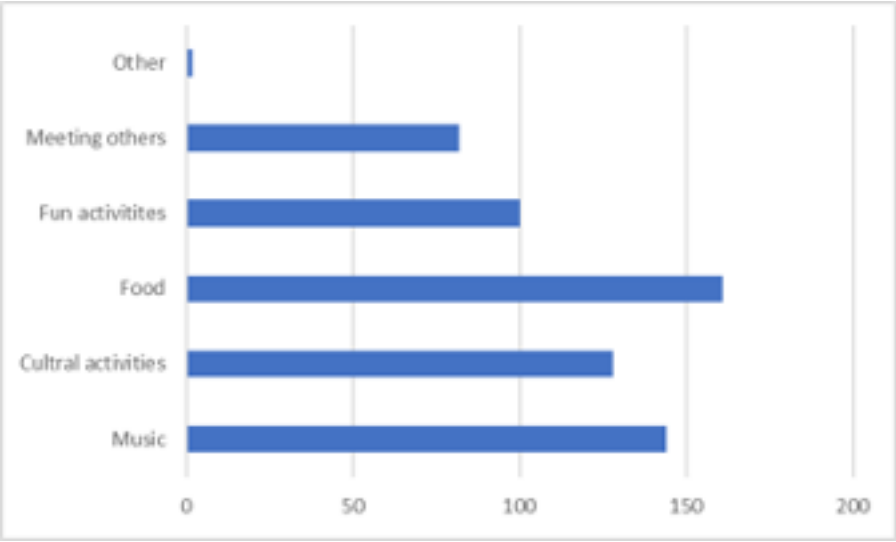
- Plastic bags
- Polystyrene packaging
- Wet wipes
- Balloons
- Plastic cutlery
- Plastic-lined cups (i.e. hot chip cups, milk shake cups)

Water was provided from a water truck on the premises which encouraged people to bring their own containers as well as providing recycled paper cups for dispensing water to festival goers.

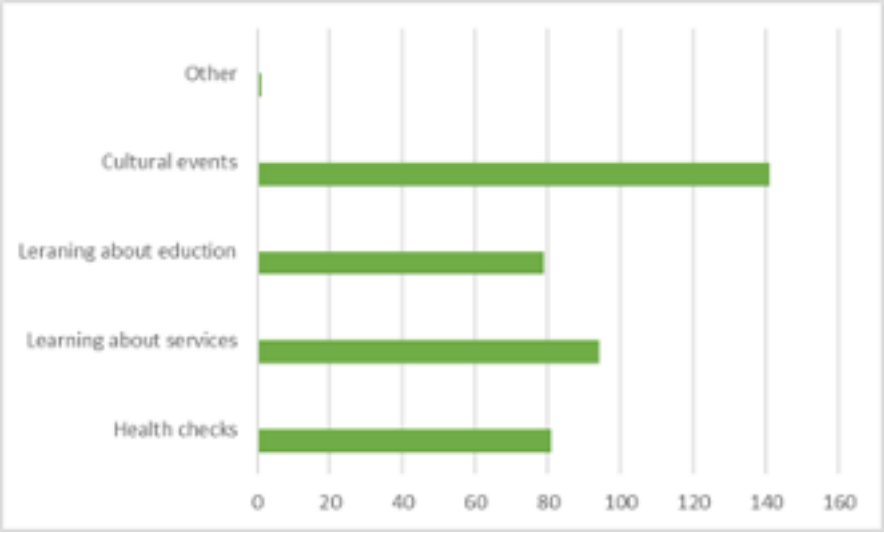
Para Kore was engaged to manage waste for this year's event and to support the Rūnanga wish to work towards zero waste to landfills by 2025. Para Kore provided waste management and assistance in education of the event volunteers. This initiative assisted the public to dispose of their waste in the correct bins, this helped to increase the amount of waste diverted from the landfill. The waste produced was greatly reduced from previous years with 79% of waste recovered and only 37 Kg of waste going to landfill (a reduction of 34Kg from 2019).

Visitor Feedback

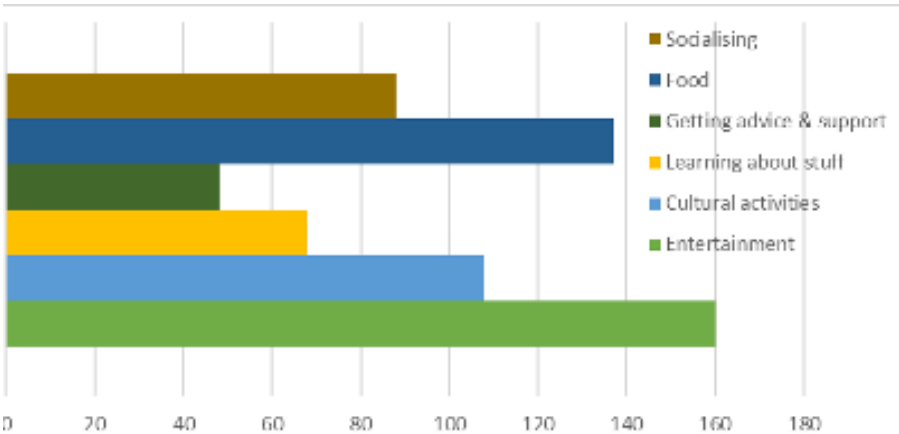
Visitors to the Te Rā o te Raukura festival were surveyed to gain feedback on their experience. A total of 246 responses to the survey were received. The 246 respondents almost unanimously attended the festival for the music, food and cultural activities, also enjoying the opportunities to have fun and meet others



These participants were asked which activities they took part in. Approximately a third of those responding to the survey took part in activities to learn more about the services offered in the community (38%) and/or the education opportunities available (32%). A third of those responding 33% participated in health checks.



Survey participants were asked what they enjoyed most about the Te Rā festival. The food, entertainment and cultural activities were the most highly rated activities, however, nearly 50% of respondents also commented that learning about the services available and getting advice were also greatly enjoyed.



Finally, participants were asked whether they would attend Te Rā again and 94% stated they would. Only 4% of those responding to the survey said they would not attend again. Participants were also asked if they would recommend Te Rā to others and 91% stated they would. A further 6% of respondents said that they may recommend the festival to others.

Although this survey only represents the views of a sample of those attending Te Rā, the feedback is strongly positive indicating that the festival is well received by the community.

Following the festival, on 2nd February 2020, at 12:18 PM, Jo Miller CEO of Hutt City Council wrote to the Rūnanga expressing her views on the event. The following is an extract from that e-mail:

Kia Ora Kura, Peggy & Wirangi

Congratulations on a fantastic Te Rā o Te Raukura festival at Te Whiti Park yesterday.

I do not underestimate for one minute the amount of thought, care, preparation and hard work that goes into making events like this appear seamless. I hope you are all getting some rest this Sunday.

Te Rā was an absolute triumph with a wonderful, friendly vibe. I loved how It fitted with your values & was really impressed with waste and water arrangements. Just super.

I was there for a couple of hours with Ken - I left the boys at home in our new home unpacking boxes as we moved to a new house on Friday. Bought myself a new kete, walked round the stalls, chatted to lots of folk & found myself both an Auntie Nora and a sister from another mother!!

I thought the array of stalls was fantastic -every agency known to man and woman -great representation from government departments, education sector, health and Māori organisations. And great Kai - the watermelon ice cream was next level!

I understand you were supported by our events team - it would be good to know if this worked from you, and what sort of help we have or could have given. The events team have been highly focussed on one or two large events a year, which are extremely expensive, and I'm keen to reorient them into a more community and activating town centres type approach.

For now, my utmost congratulations on a fantastic Te Rā, my apologies for our shortcomings as a council, and my guarantee that things are going to be better in future.

Ngā mihi nui

Jo Miller

Chief Executive

Last Word

Te Rā o te Raukura continues to be a premier cultural and community event for the Hutt Valley. It continues to be well attended and well supported by exhibitors and the public. The most underrated security firm in history, the NZ Maori wardens who contiune to support our commutinites.Nga Mihi Koutou.

The 2021 festival is planned to be held on Saturday 31st January (subject to the covid-19 rules)

Our thanks go to the following organisations who made Te Rā o te Raukura such a successful event:

- Hutt City Council
- E tu Whānau
- Hutt Valley DHB
- Regional public Health
- Awakairangi PHO
- Te Puni Kōkiri
- Salvation Army
- NZ Dental Association

Appendix 1 – Exhibitors

Hauora Providers

- Lower Hutt Women's Centre
- Salvation Army
- RSS-Bowel Cancer
- RSS- Breast Screening
- RSS-Cervical Screening
- Fire and Emergency
- NZ police
- VIBE
- Bee Healthy NZ
- Life Unlimited- Hearing
- Mapu Maia
- Arthritis NZ
- Oasis Networks
- HV Breastfeeding Network
- Oranga Tamariki
- Tamariki Ora
- Hutt Foot Clinic
- Hutt Maternity
- RPH-Sexual Health
- RPH- Children's Health
- Family Planning
- CCDHB-Renal Service
- Mirimiri/Rongoa
- Te Omanga Hospice
- RPH/WREMO
- NZ Dental Association

Mataauranga Providers

- WelTec/Whitiriea
- Te Tu Whānau
- Te Wananga O Raukawa
- Massey University
- Victoria University
- BCITO
- Te Puni Kōkiri
- Ministry of Pacific Peoples
- The Learning Connexion
- Naku Enei Tamariki
- Korotangi

Community Groups

- Royal Commission of Inquiry
- Department of Internal Affairs – Life Events Project
- Electoral Commission
- Community Law
- UNICEF
- The Opportunity Party
- Birtright Hutt Valley
- Labour party

TE RŪNANGANUI O TE ĀTI AWA

Atiawa Toa FM 100.9 94.9

HUTT CITY TE AWA KAIRANGI

E Tu Whānau!

HUTT VALLEY DHB

NEW ZEALAND DENTAL ASSOCIATION

Regional Public Health
HAUORA Ā IWI KI TE ŪPOKO O TE IKA A MĀUI
Better health for the greater Wellington region

THE SALVATION ARMY

Te Omanga Hospice
Te Whare Manaaki Tangata

Spik'N'Span TOILETS

Te Awakairangi Health NETWORK

Whitireia NEW ZEALAND
WelTec Te Whare Wānanga o te Awakairangi
Delivering more for students

Cancer Society
Te Kāhui Matepukupuku o Aotearoa

Pub Charity Limited

wai pure spring water māori

Four Winds FOUNDATION

PARA KORE working towards zero waste

Te Puni Kōkiri
REALISING MĀORI POTENTIAL

Te Rā o Te Raukura

EVENT FUNDING AGREEMENT

BETWEEN

HUTT CITY COUNCIL

AND

TE RA O TE RAUKURA LIMITED

EVENT: TE RA O TE RAUKURA 2021

HUTT CITY
TE AWA KAIRANGI

FORM OF AGREEMENT

Parties

Hutt City Council (the "**Council**")

Te Ra o Te Raukura Limited, having its registered office at 61a Guthrie Street, Lower Hutt, 5010 (the "**Organiser**")

Background

A. The Organiser is to organise an event in Hutt City as described in the Reference Schedule (the "**Event**").

B. The Council wishes to contribute to the Event by providing funding set out in the Details on the terms set out in this Agreement.

Agreement

1. The Council will pay the Funding and provide the support for the Event, on the terms and conditions set out in this Agreement.
2. The Organiser agrees to organise, manage and provide the Event on the terms and conditions set out in this Agreement.
3. The following documents shall form the Agreement:-
   - This Form of Agreement
   - The Reference Schedule
   - The Terms and Conditions
   - Schedule One - Sponsorship Conditions
   - Schedule Two - Event Report
   - Schedule Three - Confirmation of Health and Safety Plan
   - Schedule Four - Public Liability Insurance Certificate

Execution

Dated:

Signed by Hutt City Council by:		Signed by Organiser by:	
.....	Signature	.....	Signature
Ryan Gardiner	Name	[illegible]	Name
Events Manager	Position	CEO	Position
In the Presence of:		In the Presence of:	
.....	Signature	.....	Signature
Dean Crocott	Name	CORY STICKLE	Name

NB: This Agreement should be signed by an authorised person

HUTT CITY
TE AWA KAIRANGI

EVENT SPONSORSHIP AGREEMENT

REFERENCE SCHEDULE

Event Details	
Name of Event:	Te Ra o Te Raukura 2021
Description of Event:	Week long predominantly virtual event streamed online. Event programme will reflect Māori interests and kaupapa relevant to whānau and wider communities living in Te Awakairangi. The importance of including health information and opportunities for people to continue to have health checks will still be incorporated.
Event Date(s):	Monday 25 January – Saturday 30 January 2021
Estimated number of viewers:	15,000 to 20,000
Location:	Online – Facebook and YouTube

Funding	
Term:	1 year. 1 July 2020 – 30 June 2021
Sponsorship Sum:	$12,000 towards general event costs (GST Exclusive)
Instalment 1: Payment Date:	$9,600 (80%) (GST Exclusive) September 2018 & September 2019
Instalment 2: Payment Date:	$2,400 (20%) (GST Exclusive) 20th of the month following receipt of post event report for each year
Other:	Hutt City Council will contribute further marketing support to Te Ra o Te Raukura throughout Lower Hutt

HUTT CITY
TE AWA KAIRANGI

Council Support	
Description of other support:	1. Provision of a representative to attend event management meetings and provide advice as needed 2. Promotion of the Event through agreed Council channels

Representatives	
Council's Representative:	Ryan Gardiner
Organiser's Representative:	Cory Stickle
Address for Notices	
Council Address:	Private Bag 31 912, Lower Hutt or 30 Laings Road, Lower Hutt 5040
Organiser Address:	P.O.Box 36111 te puni mail centre or 61a Guthrie Street, Waiwhetu, Lower Hutt 5010

HUTT CITY
TE AWA KAIRANGI

FESTIVAL AND EVENT SPONSORSHIP AGREEMENT

SCHEDULE FOUR – CONFIRMATION OF HEALTH AND SAFETY PLAN

TO: **Hutt City Council**
Private Bag 31-912
LOWER HUTT 5040

FROM: Te Rā o te Raukura Ltd (Name of organisation)
P.O. Box 36-111, Lower Hutt. (Postal Address)

TELEPHONE: (04) 566 8214 **FAX NO:**

NAME OF EVENT:

We confirm that our organisation will have a Health and Safety Plan prior to the event date which complies with the requirements of the Health and Safety at Work Act 2015 and all approved AUS/NZ standards and generally complies with all Health & Safety legislation, regulations and by-laws relevant for this purpose. This Plan will remain in force for the duration of our event and will not be amended or cancelled during this time.

We confirm the following requirements are part of the Plan:

- A system is in place for the identification, assessment and control of hazards
- Control measures for hazards are reviewed at intervals appropriate to the running of the event
- Health & Safety responsibilities are assigned to designated staff, that is, all those who work on the event, including volunteers.
- Organisation representatives have inspected the event location to ensure that the venue is safe.
- An Accident Register is kept on site.
- An emergency plan designed for our event is in place for dealing with a variety of emergencies.
- A Health & Safety briefing will be carried out with staff (including volunteers) prior to each session of the event and documented
- All staff working at the event location have the necessary knowledge and skills to perform their job adequately, or they will be adequately supervised.
- A system is in place to ensure the public is not endangered by activities carried out at the event venue.
- Total number of staff/volunteers working at our event is 16

The name of the organiser for this event is Cory Stickle

Contact phone number during the event is 027 46 88 144

I, the undersigned, confirm that the above information is true and factual. I confirm I am authorised to sign this certificate.

Authorised signatory: [signature]

Name: (in capitals) CORY STICKLE

Job title: MANAGER, EA

Date: 10/11/20

Te Rā o te Raukura 2021 Post-Event Report

Background to the event

Te Rā o Te Raukura is an annual community festival organised and hosted by Te Rūnanganui o Te Āti Awa (Rūnanga) with the support of the Hutt City Council, E Tū Whānau, Hutt Valley DHB and Regional Public Health, WelTec, Te Awakairangi PHO. It is a celebration of te Atiawatanga and Māoritanga and is seen by the Rūnanga as a means of connecting with and giving back to the community.

Guided by the overarching theme "**Arohanui Ki te tangata**", Te Rā o te Raukura provides for the community:

- A place to celebrate being Māori.
- A place for all to celebrate being a treaty partner.
- A great experience for all in the whānau.
- A place to improve health, learning, and wellbeing for all.

Introduction

As a result of the Covid-19 pandemic, Te Rūnanga made the decision to deliver the 2021 Te Rā o te Raukura as a predominantly virtual event streamed online. Rather than deliver the event over one day, the on-line content was shared over the week of 25th to 30th January 2021 with new content added each day.

The virtual live streaming of Te Rā o te Raukura allowed whānau to unite in a safe, online platform. The promotion of a wide range of services updated viewers on urgent public matters, what are the current impacts in our community and where to seek advice and information. The forum we developed embedded the **E Tū Whānau** values of:

- ***Aroha*** – giving with no expectation of receiving.
- ***Whānaungatanga*** – being connected.
- ***Whakapapa*** – knowing where you belong.
- ***Mana Manaaki*** – building the mana of others.
- ***Kōrero Awhi*** – promoting positive communication and actions.
- ***Tikanga*** – Doing things the right way, according to our values

A total of 8 hours of pre-recorded and live content was delivered over social media platforms (YouTube and Facebook) producing high quality video content that will be shared over the week of the festival. Media channels that provided a streaming link to the Facebook stream include Te Rūnanganui o Te Āti Awa website and Facebook, media partner Āti Awa Toa FM and its Facebook and other channels organised like E Tū Whānau and Tau Kē Aotearoa.

Report

Te Rā o te Raukura produced a range of prerecored and live videos to meet its funding obligations. The content delivered covered the following:

Cultural performances	Tikanga/whakapapa	Health messages	Education
NaeNae Primary School – Ngā Tai Ahurea o Te Ngaengae Te Ara Whānui Kura Kaupapa Māori o Ngā Kohanga Reo Year 7's & 8's Senior Team	Te Puni Kokiri promoted targeted funding to Māori and Pasifika E Tū Whānau promotion on the movement of positive poeple and role models. Various Marae were also visited, recordings took place after a process of whakawhānautanga. The time together allowed kaimahi to hear their sucess stories and issues affecting each Marae. Orongomai Marae	Tamariki Ora Services is a nurse lead for 0-5 year olds targeting whānau Māori with tamariki living in the Hutt, Wellngton regions. Providing help and guidenace to mothers, they provide monitoring of the development of baby. Talks about the Mārā kai project and Mothers Group to provide education and local cultural education about planting, seasonal concepts and other natural alignments like using te reo Māori and matauranga Māori. Te Pae Amorangi Māori Health Strategy synergies with Māori, increase of Māori on the front line. Promotes Te Whare Ahuru and availabile services. National Bowel Screening targets people 60-74 years, is looking to improve participation rates of Māori currently only 53% Māori in the region. Delve into 'tapu o te tinana'. Breast Screening and Mammograms should be tested every two years. Its free to woman 49-65 years of age. The regional service seeks to achieve 70% engagement of Māori and pasifika. Cervical Screening improving equality participation amongst Māori, promoting free after hours clinic at local Marae, Waiwhetu, Orongomai and Timberlea. Toi Ora Māori Health inpatients support with whānau Māori in wards, needs assessment and delivery. Mental Health and/or addiction services that provide Manaaki Whānau wrap around services to whānau to assist with underlaying issues. Te Omanga Hospice provides free specialist care and support to people with terminal or life limiting illness affecting social, mental , physical and spiritual wellbeing where people feel most comfortable.	Education services targeting Māori 15-24-year olds that are not in Education, Employment or Training promoted new 2021 services. WelTec Whitireia promoted targeted training and apprentice funds. The free training courses are targeted towards industries with demand for skills post COVID-19. The Tamaiti Whāngai Rapu Mahi service aims to support people, particularly rangatahi, into employment. It has two arms to the service – driver's licencing and support into employment. Education sessions are held each Monday night at Te Māori in a kaupapa-driven group learning environment. Additional needs are supported to ensure these needs are addressed while supporting client's mana Motuhake and are given support to identify their employment pathway – either through education, apprenticeship or directly into the workforce, and are supported to help them prepare a CV. Pae Oranga is defined as a comprehensive institutional framework that connect various entities with well-defined and delineated (albeit in some cases overlapping) mandates, responsibilities and powers into a network of co-operation, with the overall aim of ensuring the protection and assistance of individuals, to aide their full recovery and empowerment, the reduction of low offences in the Community and a pathway to a prominent future.

The guest speakers were a mix of kaumātua, local artists, CEO's and politicians, community spokespeople and entertainers. The development of interviews, interest videos, music performances and kapa haka formed our live Facebook virtual show.

The format we adopted was a live studio entertainment format. In addition we interviewed people for funded informercials showing information and guidance to access different stakeholder services from health to education, social and cultural, personal satisfaction needs. The regions people and landmarks were a key production element, depicted with Te Whiti Park and Pukeatua Maunga as backdrops in the live presentation, and regional Marae visited like Koraunui/Stokes Valley, Orongomai and Waiwhetu Marae.

During the live stream seemless segues between Te reo Māori and english languages occured with about 13% of the broadcast delievered in te reo Māori. Kiiwaha, whakatauki, kupu hou,pepeha were used informally in conversation between presenters. Kapa Haka recordings were commissioned to capture high quality comtent of local primary schools at the Lower Hutt Town Hall.

Reach and Impact.

Analysis of the data from the streaming of the content shows that this event had a broad reach both during the week it was live-streamed and after.

Te Rā o te Raukura									
	Day 1	Day 1 (2)	Day 2	Day 2 (2)	Day 3	Day 3 (2)	Day 4	Day 4 (2)	Total
Video Length	1:22:04	1:22:03	1:21:56	1:21:52	1:14:16	1:14:12	1:24:08	1:24:07	10:44:38
Minutes Viewed	6,614	1,015	3,361	460	2,263	864	4,215	729	19,521
Estimated Reach	12,000	2,200	2,600	901	2,700	1,100	7,300	998	29,799
Post Engagement	410	56	245	29	171	58	372	37	1,378

While no formal evaluation of the event was undertaken, a number of comments were received from members of the community showing that Te Ra was well received.

- Thank you for sharing everyone's memories proud xxx much luv xxxx1000💜s
- My nan hasn't missed a single one! She's even listening to this now lol she's 92
- Naw what so there is no actual no Te Rā at all this year 😞
- I have attended Te ra o te Raukura for 6 year as Māori warden
- Wow the footage is amazing x

Conclusion

Te Runanga were able to incorporate new ways of doing things to be able to hold our annual Te Ra festival while keeping our community safe.

We would like to thank our funders who have enabled this to happen.

Whitireia NEW ZEALAND | WelTec
Delivering more for students

E Tū Whānau!

Te Awakairangi Health NETWORK

Te Omanga Hospice
Te Whare Manaaki Tangata

TE AWA KAIRANGI KI UTA
TE AWA KAIRANGI KI TAI

Te Puni Kōkiri
REALISING MĀORI POTENTIAL

HUTT CITY
TE AWA KAIRANGI

Atiawa Toa FM 100.9 94.9

Regional Public Health
Better Health For The Greater Wellington Region

Tamariki Ora

TE RŪNANGANUI O TE ATIAWA

Te Rā o Te Raukura

2023 REPORT & SURVEY RESULTS

Atiawa Toa FM 100.9 - 94.9

TE RŪNANGANUI O TE ĀTI AWA

HUTT CITY TE AWA KAIRANGI

Te Puni Kōkiri MINISTRY OF MĀORI DEVELOPMENT

Te Whatu Ora Health New Zealand Capital, Coast and Hutt Valley

Whitireia WelTec Te Pūkenga

E Tu Whānau! Te Mana Kaha o te Whānau

Te Rā o te Raukura 2023

Report & Survey Results

Executive Summary

This report describes the delivery of Te Rā o te Raukura integrating Hāuora/ Whanau Ora/ social care and promotion services by Te Rūnanganui o Te Āti Awa ki Te Ūpoko o te Ika a Māui. Te Rā was held on Saturday 28th January 2023 on Te Whiti Park, unfortunately the weather conditions worsened as the day progressed which had multiple impacts on the event.
This report provides insight into the event by providing pre-event planning and survey results from a questionnaire to event goers made available during the day and three days after the event.

Introduction

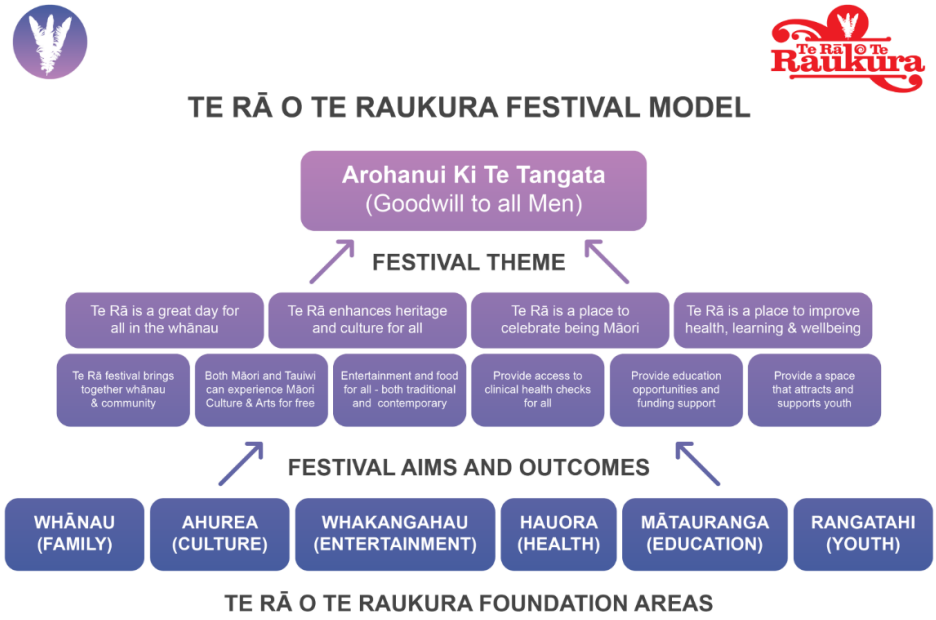
In 2023, the organising committee commissioned the development of a survey for Te Rā o te Raukura festival. This report provides the results of the survey questionnaires completed by 184 festival goers at 2023 Te Rā o te Raukura held on Saturday 28th January. Festival details, photos and information on the layout and organisations involved are also included in the report to offer context to findings.

Background to the event

Te Rā o Te Raukura (Te Rā) is an annual community festival organised and hosted by Te Rūnanganui o Te Atiawa (Rūnanga) with the support of principle funders (refer to page 9 for the full list of sponsors). Te Rā is a celebration of te Atiawatanga and Māoritanga and is seen by the Rūnanga as a means of connecting with and giving back to the community.

Te Rā o te Raukura Festival Model

Te Rā o te Raukura is based on foundation areas of whānau, culture, entertainment, health, education, and youth. The aims of these foundation areas are to work towards providing a festive day in the spirit of Arohanui ki Te Tangata (goodwill to all).



Supporting Social Cohesion and Connection

The goal of Te Rā o te Raukura is to celebrate the cultural diversity of Te Awakairangi/Hutt Valley and to highlight Māoritanga. Performances, participants, and stalls showcasing this diversity included:

- Atiawa Toa FM radio station providing MC services and background music
- Kapa Haka Performances by Ngā Uri Taniwha and Ngāti Poneke
- Performance by AJA Wairere, Origin Roots Aotearoa & Kiwa Goodall
- A wide range of food trucks offering ethnic food
- A range of arts and crafts stalls celebrating Toi Māori arts and crafts

Cultural Identity

Atiawatanga was embedded within the event and celebrated through:

- The Karakia taiaha/wero opening
- Kapa Haka performances
- Atiawa Toa FM radio station promoting Te Reo and Māori music
- The presence of Ngāti Poneke and Ngā Uri Taniwha
- Māori craft stalls

Atiawatanga ensures the event embeds the E Tū Whānau values of:

- Aroha – giving with no expectation of receiving.
- Whānaungatanga – being connected.
- Whakapapa – knowing where you belong.
- Mana Manaaki – building the mana of others.
- Kōrero Awhi – promoting positive communication and actions.
- Tikanga – Doing things the right way, according to our values.

Whītiki Ora - Integrated Services Framework

Te Rā o Te Raukura was also an opportunity for the Rūnanga to promote the range of integrated Hāuora and social services that they deliver to individuals and their whānau within Te Awa Kairangi. A one stop shops for whānau. The Whītiki Ora framework which underpins the service delivery is based on the following principles:

1. **Whānau first** – the whānau is at the centre of the service that is provided.
2. **Holistic response** – assessments and treatment plans aim to improve health and social outcomes for whānau and may involve other agencies in delivering an appropriate plan.
3. **Working together to address complex issues** – complex issues often cannot be resolved with simple solutions. They often require a team approach, utilising expertise from a range of sources.
4. **Agility and flexibility** – as the service aims to support and assist whānau wherever they may be on their journey.
5. **Manaakitanga** – all services provided aim to build the mana of the people who are part of the process.

The integrated nature of the services provided is illustrated below. Whānau is always at the centre. The kaimahi work with the whānau to identify all wellbeing issues impacting the whānau and address these.

Hauora Warrant of Fitness zone - Health screening.

The Hauora Warrant of Fitness zone is a feature product of Te Rā o Te Raukura. Throughout the day, the zone was a space for clinical staff and health organisations to connect with whānau, initiate engagement and encourage attendees to have their health status checked free of charge. Clinical staff from Te Āti Awa Hauora and Ora Toa and a wide range of community organisations provided health screening, health promotion and talking to the attendees on what was top of mind for them when it comes to their Hauora.

Te Āti Awa Hauora and Ora Toa staff are following up patients who presented with health issues identified during the checks (such as blood pressure, CVD risk, gout, and medication support) and lifestyle issues, and making sure the practice the patient is enrolled with has been informed. Where a patient was not enrolled with a practice, they are encouraged to enroll and address their personal health issues.

Hauora Zone

The Hauora zone focused on promoting healthy lifestyles, providing health promotion materials and initiating conversations. The services and businesses in this zone included:

- Tamariki Ora/Well Child Services
- Regional Screening Service (RSS) promoting Breast, Cervical and Bowel Screening
- Dementia Wellington
- Foot Clinic
- Te Omanga Hospice
- Laura Fergusson
- Rongoa Māori and mirimiri
- Marae Based Services (Koraunui Marae, Orongomai Marae)
- Hutt Maternity
- Whāngai Pēpē
- Lower Hutt Women's Centre
- Te Whatu Ora Sexual Health, Well Homes and Skin Infections
- Stroke Central Region Inc.
- Life Unlimited Hearing Therapy
- Bee Healthy Dental
- Smokefree
- Stroke Foundation
- Heart Foundation
- ALAC and Mental Health Wellbeing
- Nutrition and drinking water.
- Salvation Army
- Arthritis NZ
- Stroke NZ

The Hauora zone used a Hauora Passport to encourage people to engage with stall holders.

The event was smoke free and sugar free with food outlets agreeing not to sell sugary drinks. Water dispensers provided water and promoting Wai Māori is the drink of choice.

Mātauranga – Education and Pathways to Employment

Another key part to the Te Rā o te Raukura event is the promotion of education and career opportunities.

This year the following education providers participated and engaged with people attending the event:

- Te Wananga o Aotearoa
- Electoral Commission
- Massey University
- IRD
- Kokiri Marae Health and Social Services
- Downers
- WELTEC Whitireia Te Pukenga
- Victoria University
- Te Wananga o Raukawa
- Kāuyru
- Nāku Ēnei Tamariki – Kokiri

Participants were encouraged to think about and discuss their career ambitions and to engage in conversations about possible education and/or employment pathways available to them.

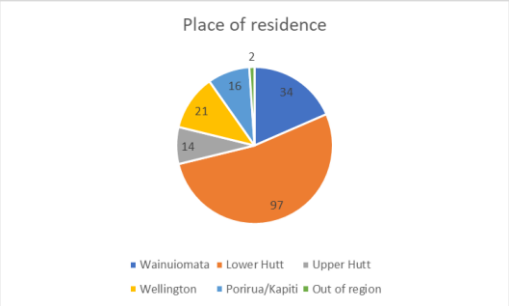
Te Rā o Te Raukura Survey 2023 Results

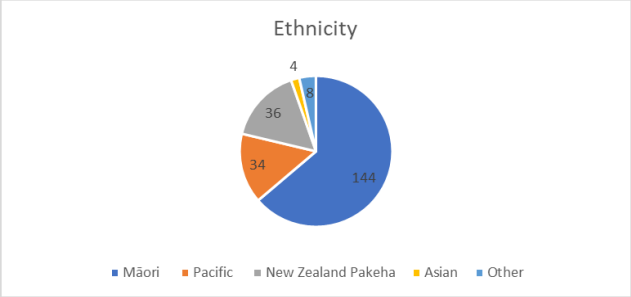
This year the Te Rā o Te Raukura Survey was conducted via an online questionnaire. The survey was promoted through Facebook prior to the event and through kaimahi and posters on the day.

Te Rā organisers identified that the purpose of the survey would be to build the evidence base of who the festival goers are, how they rate the aims, kaupapa, entertainment, stalls, services and facilities on the day, and what Te Rā means to attendees. All survey participants went into the draw to win an iPad or an iPhone. 184 attendees completed the survey. The following summary provides a snapshot of the responses.

Demographics

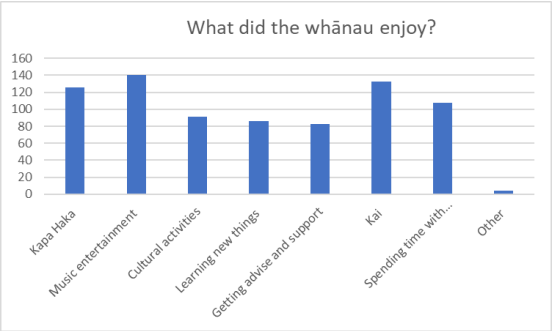
- 67 percent of participants were wāhine (124 wāhine, 55 Tane)
- The largest age group who completed the survey was between 20 – 30 years of age (27%)
- 78% of participants identified themselves as Māori. (21% New Zealand Pakeha, 18% percent Pacific)
- Over half of the participants lived in Lower Hutt (97). 18% of participants lived in Wainuiomata. 12% travelled from out of Te Awa Kairangi





Participant Feedback

- 99 percent (183 respondents) would recommend Te Rā o Raukura to other whānau and friends.
- Overall, the majority of participants really enjoyed their experience at Te Rā o Te Raukura (4.6 out of 5)
- Over half of the participants learnt about the Rūnanga Services and education opportunities
- Kai (69%), music entertainment (65%) and Kapa Haka (63%) were the main draw cards to Te Rā o Te Raukura. 63 participants were interested in attending the free Health checks
- Music entertainment (76%), Kai (72%) and Kapa Haka (68%) were the top three things that whānau enjoyed on the day



One kupu that describes Te Rā o Te Raukura

What whānau would like to see next year

- More toddler and child friendly activities
- Rides for kids
- More kai stalls.
- Workshops e.g., flax weaving, making fry bread & rēwana, starting a home vege garden, composting, meditation (through a te ao Māori lens) & rongoā
- Kura Kapa Haka
- If it's raining more shelter around the stage and for the stall holders
- If hot, shelter from the sun
- Watermelon and ice cream
- Talent quest
- More local talent

Principal Funders

Te Rūnanga would like to acknowledge the principal funders for their tautoko of Te Rā o Te Raukura 2023.

- Hutt City Council
- Te Whatu Ora – Health New Zealand
- Te Puna Kōkiri – Ministry of Māori Development
- Te Pukenga (Whitireia & Weltec)
- E Tu Whānau – Te Mana Kaha o te Whānau

Outcomes and Feedback

Attendance at the 2023 Te Rā o te Raukura event was down on previous years which was expected. One factor was the poor weather. Another factor was COVID still being present in the community. Some members of the community are still not comfortable attending public events. It was estimated that over the day around 2,000 people attended the 2023 event on the Saturday.
As stated above the day went off without any major incidents. The performances and music were well received.

Final Comments

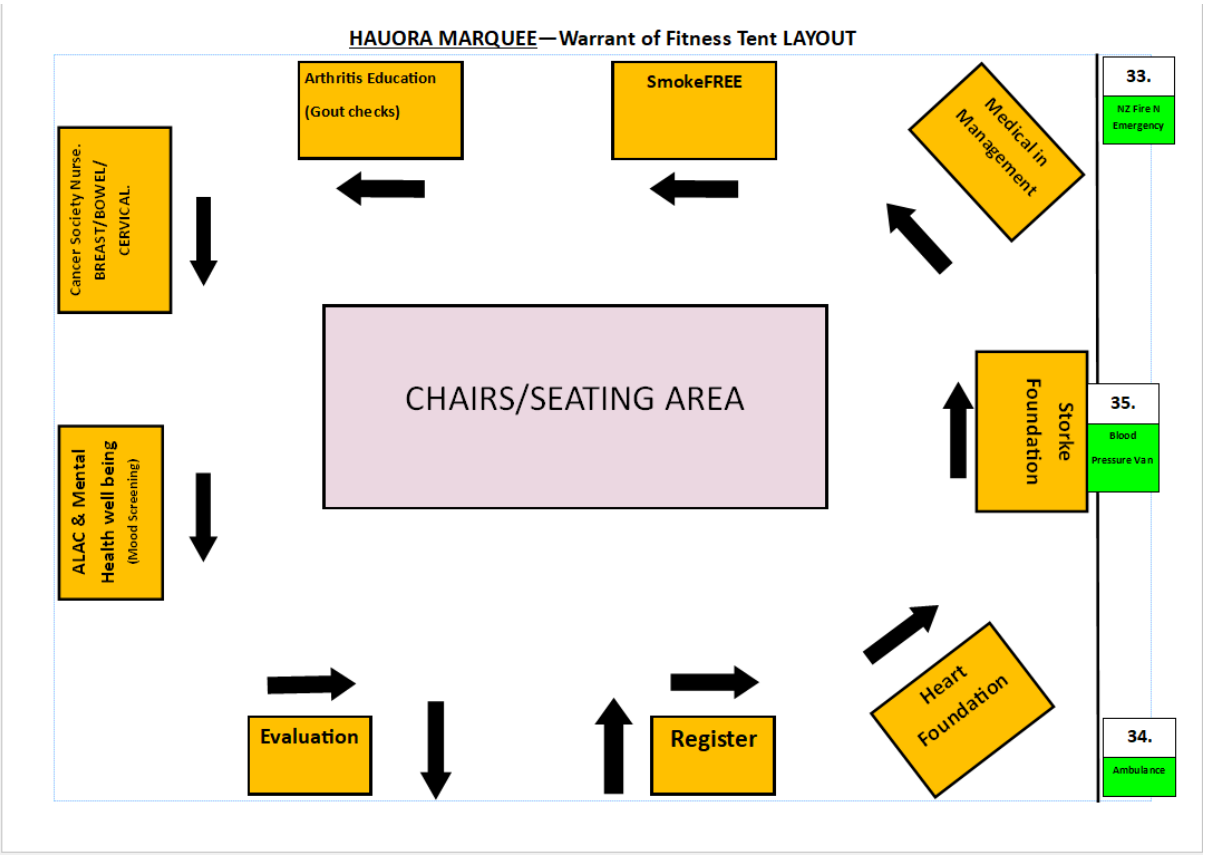
Although numbers attending te Rā o te Raukura were lower this year than previous years, those participating in the event were incredibly positive about it. Some of the positive feedback received included:

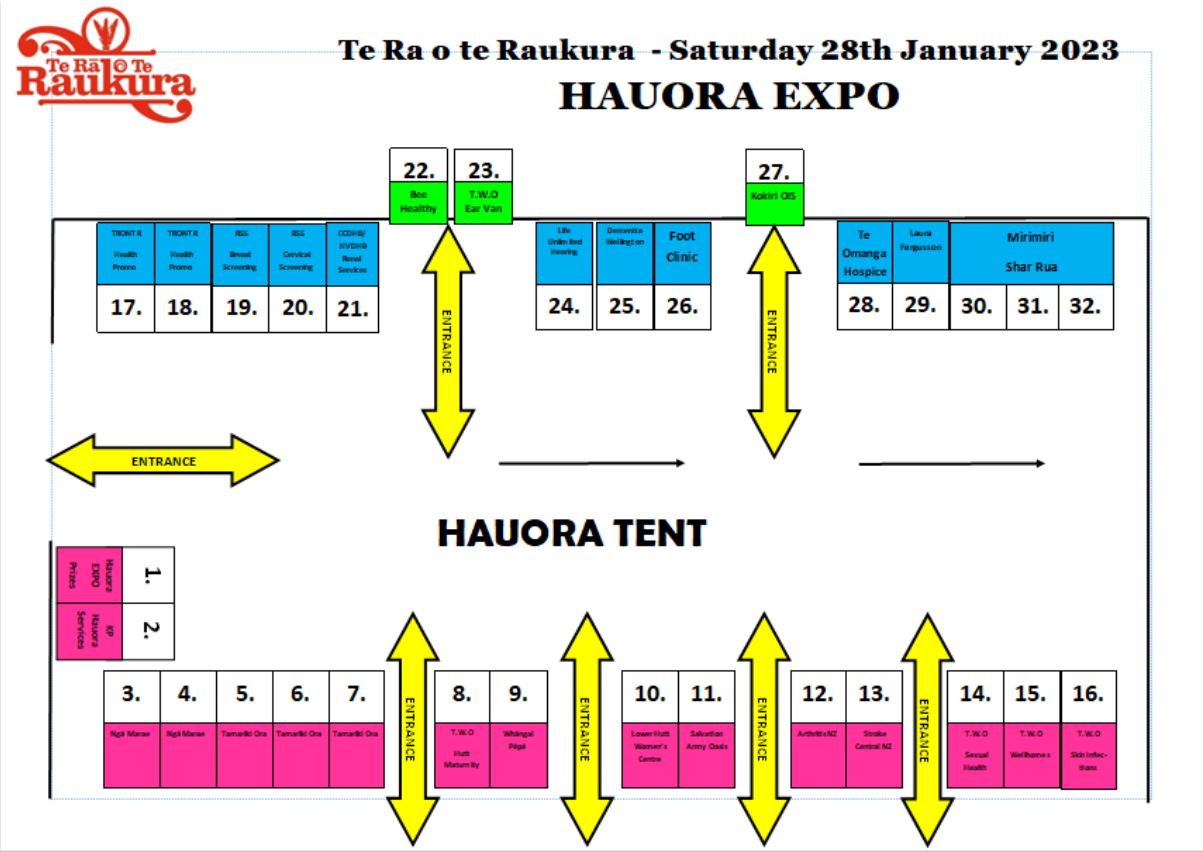
Was an enjoyable day even the weather didn't hold us back. Kids enjoyed it too.

I'm glad you held Te Rā o Te Raukura even though it was raining. I've been coming for 14 years and it's an important event we are lucky to have in Te Awakairangi

It's one of the events away from the marae and kapa haka stage to be, express, showcase, and celebrate Māori and being Māori

Such a shame the weather didn't play ball! The event is great and really well organized.


HAUORA MARQUEE—Warrant of Fitness Tent LAYOUT
Arthritis Education
(Gout checks)
SmokeFREE
Medical in Management
33.
NZ Fire N Emergency
Cancer Society Nurse.
BREAST/BOWEL/
CERVICAL.
CHAIRS/SEATING AREA
Storke Foundation
35.
Blood Pressure Van
ALAC & Mental
Health well being
(Mood Screening)
Heart Foundation
Evaluation
Register
34.
Ambulance


Te Ra o te Raukura - Saturday 28th January 2023
HAUORA EXPO
22.
Boo Healthy
23.
T.W.O
Ear Van
27.
Kokiri OIS
TRONTR
Health Promo
TRONTR
Health Promo
RSS
Breast Screening
RSS
Cervical Screening
CCDHB/
HVDHB
Renal Services
17.
18.
19.
20.
21.
ENTRANCE
Life
Unlimited
Hearing
Dementia
Wellington
Foot
Clinic
24.
25.
26.
ENTRANCE
Te
Omanga
Hospice
Laura
Fergusson
Mirimiri
Shar Rua
28.
29.
30.
31.
32.
ENTRANCE
HAUORA TENT
Hauora
EXPO
Prizes
1.
KP
Hauora
Services
2.
3.
4.
5.
6.
7.
Ngā Marae
Ngā Marae
Tamariki Ora
Tamariki Ora
Tamariki Ora
ENTRANCE
8.
9.
T.W.O
Hutt
Maturity
Whānganui
Pāpā
ENTRANCE
10.
11.
Lower Hutt
Women's
Centre
Salvation
Army Oasis
ENTRANCE
12.
13.
Arthritis NZ
Stroke
Central NZ
ENTRANCE
14.
15.
16.
T.W.O
Sexual
Health
T.W.O
Wellbeing
T.W.O
Skin Infec-
tions

- WELTEC TAMAITI WHANGAI
- TAMARIKI ORA/ WELL CHILD SERVICES WAIWHETU
- WAIWHETU MEDICAL CENTRE
- WAI MAORI
- PARA KORE

P

Te Rā o Te Raukura
STAGE SCHEDULE
MORNING
9:30AM WHAKATAU CEREMONY TE ĀTI AWA KI TE UPOKO O TE IKA
9:40AM-10:10AM NGĀTI PŌNEKE
10:20AM-10:50AM NGĀ URI TANIWHA
11:00AM-11:30AM MC/DJ INTERLUDE
11:40AM-12:10PM TE AHI A TAHURANGI
12:10PM-12:40PM MC/DJ INTERLUDE
AFTERNOON
12:40PM-1:30PM ORIGIN ROOTS AOTEAROA
1:30PM-1:50PM MC/DJ INTERLUDE
1:50PM-2:50PM ARDIJAH
2:50PM-3:10PM MC/DJ INTERLUDE
3:10PM-4:00PM AJA
4:00PM STAGE CLOSE
Te Puni Kōkiri
HUTT CITY
Te Whatu Ora
Health New Zealand
WelTec

Te Rā o Te Raukura
SCAN ME!
& BE INTO WIN!
Complete our survey
& go into the draw to win
an iPhone 14
and iPad (10.2 inch, 64 gig)
You can also complete the survey form
at www.atiawa.com/teraoteraukura
Te Puni Kōkiri
HUTT CITY
Te Whatu Ora
Health New Zealand
survey.pdf

TE RA O TE RAUKURA 2024 - BUDGET

Income	**Includes GST**	**Actual**
Hutt City Council	**32,200.00**	**25,086.10**
Te Pukenga (Weltec)	**6,900.00**	**6,900.00**
Te Aka Whai Ora	***5,750.00***	***17,250.00***
HV DHB - Regional Public Health	**5,750.00**	**8,625.00**
MSD - E Tu Whanau	**22,310.00**	**22,310.00**
Whiria Nga Hua - TROT		**34,500.00**
Stall Holders	***2,500.00***	***2,150.00***
Statistics NZ	***3,000.00***	***nil***
Taumata Arowai	***2,350.00***	***2,702.50***
Education Marquee	***3,000.00***	***2,400.00***
Oranga Tamariki	**5,750.00**	**5,750.00**
Te Puni Kokiri	**5,750.00**	**5,750.00**
One Foundation		**1,600.00**
One Foundation		**4,480.01**
Sponsorship Funding	**90,000.00**	
	185,260.00	**139,503.61**
Expenses		
Metro	**55,000.00**	**20,341.20**
Western Audio		**17,081.81**
Backline		**5,557.38**
Illumination & Optics		**7,900.50**
Carlton Party Hire - tables/trestles tablecloths etc	**79,186.00**	**3,070.50**
Carlton Party Hire - marquee 90m		**34,649.50**
Carlton Party Hire - marquee 60m		**23,161.00**
Carlton Party Hire - marquee 3m x 3m and 20 x15m		**11,454.00**
Carlton Party Hire - marquee, trestles, tablecloths chairs		**11,092.90**
Spik N Span	**8,429.00**	**5,986.69**
Bulk Water		**1,092.50**
Enviro Waste		**2,645.00**
Kennards	**3,670.00**	**3,336.00**
Wireless Warehouse		**431.25**
Hammond		**776.25**
House of Sabra	**6,581.00**	**4,221.09**
Signbiz		**3,248.75**
Stuff		**6,803.40**
Other		**1,497.30**
HCC Consent	**1,921.00**	**1,080.00**
AIB Insurance		**517.50**

Wellington Free Ambulance	**2,815.00**	**1,840.00**
Avele Moreli		**1,500.00**
Maori Wardens		**still to come**
IT Works - Te Ra WOF		**8,288.63**
Group Airfares / Taxi	**5,643.00**	**9,782.00**
Platinum Rentals - Golf Carts		**5,589.00**
Wiki / Various other Food	**8,000.00**	**2,503.40**
Bank Fees	**2,650.00**	**146.00**
Koha		**3,155.00**
Maisey Rika	**30,000.00**	**12,123.30**
Annie Crummer		**6,900.00**
Other		**3,300.00**
	51,029.00	**221,071.85**
Balance of Funds		

EVENT FUNDING AGREEMENT

BETWEEN

HUTT CITY COUNCIL

AND

TE RĀ O TE RAUKURA LIMITED

EVENT: TE RĀ O TE RAUKURA 2023

HUTT CITY
TE AWA KAIRANGI

FORM OF AGREEMENT

Parties

Hutt City Council (the "**Council**")

Te Rā o Te Raukura Limited, having its registered office at 61a Guthrie Street, Lower Hutt, 5010 (the "**Organiser**")

Background

A. The Organiser is to organise an event in Hutt City as described in the Reference Schedule (the "**Event**").

B. The Council wishes to contribute to the Event by providing funding set out in the Details on the terms set out in this Agreement.

Agreement

1. The Council will pay the Funding and provide the support for the Event, on the terms and conditions set out in this Agreement.
2. The Organiser agrees to organise, manage and provide the Event on the terms and conditions set out in this Agreement.
3. The following documents shall form the Agreement:-
   - This Form of Agreement
   - The Reference Schedule
   - The Terms and Conditions
   - Schedule One - Sponsorship Conditions
   - Schedule Two - Event Report
   - Schedule Three - Confirmation of Health and Safety Plan
   - Schedule Four - Public Liability Insurance Certificate
   - Schedule Five – Waste Minimisation Plan

Execution

Dated: 8/12/22

Signed by Hutt City Council by:		Signed by Organiser by:	
.....	Signature	.....	Signature
Rochelle Young	Name	Winiarā Lulee	Name
Engagement Lead	Position	CEO	Position
In the Presence of:		In the Presence of:	
.....	Signature	.....	Signature
Sherley Bascand	Name	Cory Stickle	Name

NB: This Agreement should be signed by an authorised person

HUTT CITY
TE AWA KAIRANGI

EVENT SPONSORSHIP AGREEMENT
REFERENCE SCHEDULE

Event Details

Name of Event:	Te Rā o Te Raukura 2023
Description of Event:	A single day cultural, education and entertainment event showcasing local mana whenua
Event Date(s):	Saturday 28 January 2023
Expected Number of Participants:	
Expected Number of Spectators:	15,000 to 20,000
Location:	Te Whiti Park, Waiwhetu, Lower Hutt

Funding

Term:	1 year. 1 July 2022 – 30 June 2023	
Sponsorship Sum:	$23,000 towards general event costs $5,000 towards supporting a Waste Minimisation plan	(GST Exclusive)
Instalment 1: Payment Date:	$11,500 (37.5%) October 2022	(GST Exclusive)
Instalment 2: Payment Date:	$11,500 (37.5%) December 2022	(GST Exclusive)
Instalment 3: Payment Date:	$5,000 (25%) 20th of the month following receipt of post event report	(GST Exclusive)

HUTT CITY
TE AWA KAIRANGI

Council Support	
Description of other support:	1. Provision of a representative to attend event management meetings and provide advice as needed 2. Promotion of the Event through agreed Council channels 3. Assistance with site plan development and ground marking 4. Assistance with Waste Management Plan

Representatives	
Council's Representative:	Shelley Bascand
Organiser's Representative:	Wirangi Luke
Address for Notices	
Council Address:	Private Bag 31 912, Lower Hutt or 30 Laings Road, Lower Hutt 5040
Organiser Address:	P.O.Box 36111 te puni mail centre or 61a Guthrie Street, Waiwhetu, Lower Hutt 5010

HUTT CITY
TE AWA KAIRANGI

EVENT SPONSORSHIP AGREEMENT

TERMS AND CONDITIONS

1. THE EVENT

1.1 The Organiser will organise, manage and provide the Event (as described in the Reference Schedule) in accordance with this Agreement.

1.2 The parties agree that their joint objectives for the Event are as specified in the Reference Schedule (the "**Objectives**").

1.3 The Organiser acknowledges that the Council has no financial or other responsibility for the Event, including any debts incurred by the Organiser, other than as set out in this Agreement.

2. EVENT STANDARDS

2.1 The Organiser will provide the Event on the Event Date (as specified in the Reference Schedule) in compliance with:

(a) The Event Details (as specified in the Reference Schedule); and

(b) The Event Standards (as specified in the Reference Schedule and Schedule One).

2.2 The Organiser will organise and manage the Event, and provide the Event on the Event Date:

(a) To a high standard;

(b) In accordance with best practice and applicable event management standards;

(c) In accordance with all applicable legislation, regulations and by-laws;

(d) In accordance with all objectives, policies and standards of the Council which are made known to the Organiser from time to time, including but not limited to policies relevant to public events, such as traffic management, health and safety and the reduction of alcohol related harm; and

(e) In accordance with the rules of the Organiser (if any).

2.3 In organising, managing and providing the Event, the Organiser will:

(a) Act in good faith towards the Council;

(b) Not do anything which, in the reasonable opinion of the Council, would materially alter or otherwise devalue the rights of the Council under this Agreement, or bring the Council's name or reputation into disrepute; and

(c) Ensure that (where reasonably requested by the Council) effective joint planning occurs between the Organiser and organisations such as (but not limited to) the Police, relevant licensing agencies, security services, health agencies, business associations and first aid services.

3. SPONSORSHIP

3.1 The Council will pay to the Organiser the first instalment of the Sponsorship Sum specified in the Reference Schedule, PROVIDED THAT:

(a) The Agreement has been signed by both parties;

(b) The Organiser has met the applicable Sponsorship Conditions set out in Clause 4 and Schedule One;

(c) The Organiser has provided to the Council a signed Health and Safety Plan, in accordance with Clause 10 and Schedule Three;

(d) The Organiser has provided to the Council confirmation of the insurance held by the Organiser, in accordance with Clause 11 and Schedule Four;

(e) The Organiser has obtained and provided to the Council all applicable consents, plans, licences, permits, permissions and any other authorisations required for the Event; and

(f) The Organiser has supplied a GST invoice in accordance with Clauses 5.1 and 5.2.

3.2 The Council will pay to the Organiser all further instalments of the Sponsorship Sum specified in the Reference Schedule (if any), EXCEPT FOR the final instalment of the Sponsorship Sum, PROVIDED THAT:

(a) The Organiser has met the applicable Sponsorship Conditions set out in Clause 4 and Schedule One; and

(b) The Organiser has supplied a GST invoice in accordance with Clauses 5.1 and 5.2.

3.3 The Council will pay to the Organiser the final instalment of the Sponsorship Sum specified in the Reference Schedule, PROVIDED THAT:

(a) The Organiser has met the applicable Sponsorship Conditions set out in Clause 4 and Schedule One;

(b) The Organiser has supplied a GST invoice in accordance with Clauses 5.1 and 5.2; and

(c) The Organiser has provided to the Council an Event Report, in accordance with Clause 8.4 and Schedule Two, and that Event Report has been approved by the Council (such approval not to be unreasonably withheld).

3.4 Subject to the sub-clauses above, the Council will pay the instalments of the Sponsorship Sum on the relevant Payment Dates specified in the Reference Schedule, to a bank account nominated by the Organiser.

3.5 The Sponsorship Sum must be expended by the Organiser on the Event and is not transferable to any other event.

3.6 Any part of the Sponsorship Sum received by the Organiser but not utilised for the Event must be returned to the Council immediately following the Event.

4. SPONSORSHIP CONDITIONS

4.1 Payment of each instalment of the Sponsorship Sum is contingent on the conditions set out in this Clause 4 and Schedule One, where applicable, being met.

4.2 The Organiser will, not less than two months before the Event Date, consult and collaborate with the Council in the development (including, but not limited to, form and content) of:

(a) The promotional material to be used in connection with the Event; and

(b) The marketing and promotional plan for the Event.

4.3 The Organiser will not print or publicise any Promotional Material without the prior consent of the Council's Representative, such consent not to be unreasonably withheld.

4.4 The Organiser will ensure that all Promotional Material that it produces, and all publicity that it generates, in connection with the Event and/or the Sponsorship complies with Codes of Practice of the Advertising Standards Authority and the standards required under the Fair Trading Act 1986.

4.5 The Organiser will incorporate the Council logo, as specified in Schedule Two, in all Promotional Material that is used for the purpose of publicising the Event. For the purposes of fulfilling this obligation, the Council grants to the Organiser a non-exclusive, non-transferable licence to use the Council logo during the term of this Agreement, or until such time as such licence is expressly revoked by the Council's Representative.

4.6 The Organiser will not use the Council logo without the prior consent of the Council's Representative, such consent not to be unreasonably withheld.

4.7 The Organiser will promptly notify the Council of any material amendments to the nature of the Event or the marketing and promotional plan for the Event. Where, as a result of such material amendments, the objectives of the Organiser or the Event are inconsistent with the Council's objectives and policies or negatively impact on the Council, the Council may terminate this Agreement in accordance with Clause 17.2.

5. PAYMENT

5.1 The Organiser will provide to the Council, at least fifteen (15) Business Days prior to each Payment Date specified in the Reference Schedule, a GST tax invoice for the relevant instalment of the Sponsorship Sum, stating a description of the Event. Invoices received without all of these details will be returned to the Organiser, unpaid.

5.2 Invoices are to be addressed to:

Hutt City Council
Private Bag 31-912
LOWER HUTT 5040

Attn: Engagement Team

5.3 Subject to sub-clause 5.4, payment of each instalment of the Sponsorship Sum will be made on the relevant Payment Date.

5.4 Any invoices provided by the Organiser which do not meet the requirements of clauses 5.1 and 5.2 will not be paid.

6. REVIEW OF SPONSORSHIP

6.1 Without limiting the Council's right to terminate under Clause 17.2, the parties agree that where the Term of this Agreement is for more than one (1) year, the Council shall be entitled to review the Sponsorship or the Sponsorship Sum in each subsequent financial year.

6.2 If, as a result of the Council's budgetary processes under the Long Term Plan or any other similar process, the funding available for the Event is reduced or varied then:

(a) The Council may decline to provide further Sponsorship in respect of any future periods for the remainder of the Term; and

(b) The Council may either:

(i) cancel this Agreement by giving not less than two months' written notice to the Organiser, in which case the provisions of clauses 18, 19 and 21.7 will apply; or

(ii) vary the terms of this Agreement, with the written consent of the Organiser, with respect to the amount of the Sponsorship Sum to be paid to the Organiser for the remainder of the Term.

7. SUPPORT

7.1 The Council will provide to the Organiser the Council Support described in the Reference Schedule.

7.2 The Council agrees to support the Organiser to ensure that the Event is organised, managed and provided in accordance with the Event Details and Event Standards.

8. MEETINGS AND REPORTS

8.1 The Organiser and the Council will each appoint a representative, as specified in the Reference Schedule, who will be authorised to give and receive all directions and instructions in connection with the matters set out in this Agreement.

8.2 The Organiser's Representative and the Council's Representative agree to meet as reasonably required by either party in order to discuss the matters set out in this Agreement and progress made in connection with the Event.

8.3 The Organiser's Representative will make itself reasonably available to attend such meetings, at its own cost.

8.4 The Organiser will, within six (6) weeks of the conclusion of the Event, provide the Council with an Event Report setting out in reasonable detail the matters specified in Schedule Two.

9. RECORDS AND ACCOUNTS

9.1 The Organiser will comply with all reasonable financial management or accounting procedures as are required and notified to the Organiser by the Council from time to time. For the avoidance of doubt, such accounting procedures shall include maintenance of records of all itemised budgeted expenditure and actual expenditure and the dates of such expenditure incurred in connection with the Event.

9.2 The Council shall have the right to appoint an auditor, at its cost, to examine all financial books and records relating to the Event. Upon request by the Council, and within five (5) Business Days of such request, the Organiser will make available to the Council all financial books and records relating to the Event for that purpose.

10. HEALTH AND SAFETY

10.1 The Organiser will comply with its obligations, and ensure the Organiser's sub-contractors, employees and volunteers comply with their obligations, under the Health and Safety at Work Act 2015 (the "**HSW Act**") and all regulations made under the HSW Act and all approved codes of practice of the HSW Act.

10.2 The Organiser will prepare a written Health and Safety Plan (the "**Plan**") for the organisation, management and provision of the Event. The Plan will address how the Organiser will comply with the HSW Act. The Organiser will at regular intervals (not less than yearly) review and update the Plan to ensure that it is comprehensive and takes into account any changes in the HSW Act and/or changes in the by-laws, policies and standards.

10.3 The Organiser will, fifteen (15) Business Days prior to the first Event Date, provide a signed copy of the Plan to the Council.

11. INSURANCE

11.1 The Organiser will obtain and hold at its cost, at all times during the continuance of this Agreement, Public Liability Insurance of not less than $2,000,000, on terms and with such insurers as the Council may reasonably require. A signed Public Liability Insurance Certificate is attached as Schedule Four.

11.2 The Organiser will, fifteen (15) Business Days prior to the first Event Date, provide the signed Public Liability Insurance Certificate (in the form attached as Schedule Four) to the Council.

11.3 The Organiser will, if requested by the Council, provide the Council with written evidence that the insurance is in force and will, when required by the Council produce the policies and evidence of payment of current premiums.

12. INDEMNITY

12.1 The Organiser indemnifies the Council in respect of all costs (including legal costs) claims, liabilities, losses, damage and expenses suffered or incurred by the Council and any other person claiming through the Council as a direct or indirect consequence of any unlawful, negligent, tortuous, criminal, reckless or dishonest errors, acts or omissions of the Organiser in the performance or non-performance of its obligations under this Agreement.

13. INTELLECTUAL PROPERTY

13.1 Except as expressly provided in this Agreement, neither party has the right to use the other party's name or their associated brands or products' names, logos, trade marks or other intellectual property in any manner.

13.2 The Organiser warrants that it has the authority, copyrights, permissions or licences that may be required for the Event and shall indemnify and keep indemnified the Council from and against all claims, liabilities, losses, damage and expenses suffered or incurred by the Council in connection with any breach by the Organiser of the warranties contained in this Clause 13.2.

14. FORCE MAJEURE

14.1 Neither party will be responsible for any act, omission or other failure to fulfil its obligations under this Agreement if such act, omission or other failure to fulfil its obligation arises from any cause reasonably beyond its control, which includes floods, earthquakes and other acts of God.

15. CONFIDENTIALITY

15.1 The parties agree that any Confidential Information pertaining to this Agreement remains strictly confidential and is not to be disclosed to any other party except in the circumstances where:

(a) The Confidential Information is already in the public domain (otherwise than by breach of this clause);

(b) A party is required to release the Confidential Information by any statutory or regulatory obligation (including the Council's obligations under the Local Government Official Information and Meetings Act 1987), or by any judicial or arbitration process;

(c) The other party has consented in writing to the disclosure of the Confidential Information; or

(d) The disclosure of Confidential Information to an independent auditor as required in accordance with this Agreement.

15.2 Neither party will make any announcement or communication in relation to the Sponsorship or the relationship between the parties without first consulting the other party and obtaining that party's consent.

16. CANCELLATION OF EVENT

16.1 The parties acknowledge that the Organiser may cancel or postpone the Event on any or all of the Event Dates owing to inclement weather conditions or for any cause beyond the reasonable control of the Organiser. For the avoidance of doubt, "inclement" shall be taken to mean weather conditions that are unacceptable to the Organiser in that such conditions would impair performance, cause damage to instruments or equipment or raise health and safety concerns.

16.2 The parties agree that if the Event is cancelled on any or all of the Event Dates in accordance with Clause 16.1:

(a) The Council shall be under no liability to the Organiser or any other person to pay any compensation or damages for any loss that the Organiser or any other person may suffer arising out of cancellation of the Event. No penalties or cancellation charges shall be payable by the Council;

(b) The Council shall not be obliged to make any further payments of the Sponsorship Sum;

(c) The parties will meet and negotiate in good faith the amount of the Sponsorship Sum that should be retained by the Organiser (to reflect any Sponsorship Sum utilised by the Organiser prior to cancellation). The Organiser must then immediately refund to the Council the agreed amount of unutilised Sponsorship Sum. If the parties cannot agree then Clause 19 shall apply;

(d) In the event that the Event or all remaining Event dates are cancelled, the parties will each immediately deliver to the other all documentation and property in their possession or control that belongs to the other party; and

(e) The obligations set out in Clause 21.7 will continue to apply.

17. TERM AND TERMINATION

17.1 Subject to Clause 21.7, the Term of this Agreement shall commence on the date of signing this Agreement and shall continue for the Term or until earlier terminated pursuant to the terms of this Agreement.

17.2 The Council may immediately terminate this Agreement, either entirely or in part, by giving 14 days written notice to the Organiser if the Organiser commits one or more of the following events of default:

(a) The Organiser is, or becomes, unable to pay its debts when due, or there is an enforceable judgment, distress, attachment, execution or other process in an amount in excess of $25,000 enforced against the Organiser;

(b) The Organiser enters into, or resolves to enter into, any voluntary administration, compromise or assignment for the benefit of its creditors, or enters into, or resolves to enter into, a court-approved arrangement or a capital reorganisation or reconstruction or there is a change in the effective management or control of the Organiser;

(c) An application or order is made or a resolution is passed for the winding up of the Organiser other than for the purpose of amalgamation or reconstruction approved by the Council;

(d) A receiver, a receiver and manager, an official manager, a liquidator, a statutory manager, a trustee or an equivalent person is appointed over all or part of the Organiser's assets or undertakings;

(e) The Organiser ceases to carry on its business in whole or in part (except in the circumstances of force majeure);

(f) If an individual, the Organiser dies or suffers a disability which prevents him or her from performing the Organiser's obligations under this Agreement;

(g) The Organiser fails to hold the Event on all or any of the Event Dates, or if the Event is cancelled on any or all of the Event Dates, other than in accordance with Clause 16.1;

(h) The Organiser by act or omission allows circumstances to occur as a consequence of which any rights, powers, consents, plans, licences, permits, permissions or any other authorisations necessary for the proper organisation, management and provision of the Event are cancelled or are liable to cancellation;

(i) If there is a material change in the nature of the Event so that the objects of the Organiser or the Event are inconsistent with the Council's objectives and policies or negatively impact on the Council;

(j) If the Organiser, by any means whatsoever, causes the image or reputation of the Council to fall into disrepute;

(k) If there is, in the Council's reasonable opinion, an irreparable breakdown in relations between the Council and the Organiser, a loss of confidence in the Organiser, or the Organiser fails to co-operate and meet with the Council as required under this Agreement;

(l) The Event fails to achieve reasonable financial and presentation success when measured against the Event Standards required to be met by the Event;

(m) The Organiser commits a breach of this Agreement and fails, after receipt of written notice requesting remedy of the breach within a reasonable timeframe, to remedy that breach within that timeframe;

(n) The Organiser commits a material breach of this Agreement.

18. CONSEQUENCES OF TERMINATION

18.1 On termination of this Agreement under Clause 17:

(a) The Council shall be under no liability to the Organiser or any other person to pay any compensation or damages for any loss that the Organiser or any other person may suffer arising out of termination of this Agreement. No penalties or cancellation charges shall be payable by the Council;

(b) The Council shall not be obliged to make any further payments of the Sponsorship Sum;

(c) The parties agree to meet and negotiate in good faith the amount of the Sponsorship Sum that should be retained by the Organiser in recognition of any Sponsorship Sum utilised prior to termination. The Organiser must immediately refund to the Council the agreed amount of unutilised Sponsorship Sum. If the parties cannot agree then Clause 19 shall apply;

(d) The parties will each immediately deliver to the other all documentation and property in their possession or control that belongs to the other party; and

(e) The obligations set out in Clause 21.7 will continue to apply.

19. DISPUTE RESOLUTION

19.1 Without limiting the application of 19.2 to 19.6, in the event of a dispute, disagreement or difference of opinion ("**Dispute**") arising under the Agreement as to:

(a) The meaning or application of any part of the Agreement; or

(b) Any other matter touching or concerning the Agreement, the parties shall actively and openly endeavour to amicably settle such Dispute themselves, with a view to achieving prompt resolution.

19.2 A party claiming that a Dispute has arisen must give written notice to the other party, specifying the nature of the Dispute. On receipt of such a notice, the parties shall endeavour to resolve the Dispute amicably and expeditiously, with a view to achieving prompt resolution.

19.3 If the parties do not resolve the Dispute within ten (10) Business Days of receipt of a notice given under clause 19.2, a party may, by written notice to the other, refer the Dispute to arbitration in accordance with the Arbitration Act 1996 on the following terms:

(a) A single arbitrator be appointed. If the parties fail to agree on an arbitrator, the President of the Arbitrators and Mediator Institute of New Zealand Incorporated shall appoint the arbitrator;

(b) No person who has participated in an attempt at informal dispute resolution of the Dispute shall act as arbitrator;

(c) The place of arbitration shall be Lower Hutt;

(d) The parties shall co-operate fully with the arbitrator. The arbitrator will proceed promptly to deliver an award;

(e) The arbitrator's decision in respect of findings of fact shall be final and binding, and the appeal rights under Clause 5 of the Second Schedule of the Arbitration Act 1996 are expressly excluded;

(f) Each party shall bear its own costs in such arbitration and (in the absence of an arbitrator's award to the contrary) shall pay the costs of the arbitrator in equal shares.

19.4 Pending the settlement of any Dispute, the parties shall continue to perform all of their obligations under the Agreement except that neither party shall be obliged to pay any money which is the subject of the Dispute.

19.5 Neither party may commence any court or arbitration proceedings relating to a Dispute unless it has complied with the sub-clauses above relating to dispute resolution (except where either of them seeks urgent interlocutory or injunctive relief).

19.6 This clause shall not apply to disputes involving third party claims against Council arising out of the performance or non-performance of this Agreement.

20. NOTICES

20.1 All communications under this Agreement which are required to be in writing shall be sent by mail with postage prepaid, or hand delivered to the Address for Notices set out in the Reference Schedule or to such other address as a party has notified the other of in writing.

20.2 Subject to the following sub-clause, Notice hand delivered is deemed to be served upon delivery. Notice by post is deemed to be served ten (10) Business Days after the date of posting. Any notice served or hand delivered on a non-Business Day is deemed to have been served on the first Business Day after that day.

21. GENERAL

21.1 The Council as Regulatory Body

(a) The Organiser acknowledges that the Council, in terms of its regulatory function as a Local Authority and a Territorial Authority, is obliged to and shall act independently in those capacities and not as a party to this Agreement. The Organiser shall have no right or claim against the Council in its capacity as a party to this Agreement as a result of any lawful action or decision made by the Council in the performance of its regulatory functions except in the case of bad faith in its capacity as a party to this Agreement.

(b) Any decision of the Council acting in its regulatory capacity shall not be construed as an approval of the Council as a party to this Agreement or as a variation to this Agreement unless otherwise expressly agreed.

21.2 Governing Law and Jurisdiction

This Agreement is governed by the laws of New Zealand. The parties agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand.

21.3 Severability

In the event that any one or more of the provisions contained in this Agreement is declared invalid by an order, decree or judgment of any Court of competent jurisdiction, this Agreement will be read as if such provision had not been inserted. Where this action results in undue hardship on either party or constitutes a substantial deviation from the general intent and purpose of the parties as reflected in this Agreement, a variation rectifying such anticipated consequences will be entered into by the parties.

21.4 Entire Agreement

(a) This Agreement constitutes the entire agreement between the parties relating to the subject matter and replaces all prior agreements or undertakings whether oral or written.

(b) Each party, except to the extent qualified herein, confirms that on entering into this Agreement it has not relied upon any statement, warranty or other representation made or information supplied by or on behalf of the other party.

(c) Notwithstanding the sub-clauses above, where the Organiser has made specific representations as to its history, skills, performance and qualities, such representations may be relied upon by the Council in determining whether or not the Organiser has met the standards expected of it in relation to the organisation, management and provision of the Event.

21.5 Variations

This Agreement cannot be amended, modified or varied except in writing signed by the Council's Representative and the Organiser's Representative.

21.6 Waiver

No right under this Agreement shall be deemed to be waived except by notice in writing signed by each party. Such waiver will not prejudice either party's rights in respect of any subsequent breach of this Agreement.

21.7 Continuing Obligations

The Organiser's obligations contained under the provisions of the following clauses shall continue in force notwithstanding the cancellation of the Event, or the termination or expiry of this Agreement:

(a) Insurance;

(b) Indemnity;

(c) Intellectual Property;

(d) Confidentiality;

(e) Cancellation of Event;

(f) Consequences of Termination;

(g) Dispute Resolution.

21.8 No Assignment

The Organiser's rights under this Agreement are personal to the Organiser and may not be assigned to a third party without the express written consent of the Council, which may be given subject to such conditions as the Council, in its sole discretion, considers are reasonably required.

21.9 No Partnership

Nothing in this Agreement constitutes the parties as partners or as agents for each other. Neither party has any authority to bind the other or act on its behalf except to the extent expressly provided for in this Agreement.

21.10 Costs

(a) Each party shall bear its own costs (including legal costs) of and incidental to the negotiation, preparation and execution of this Agreement.

(b) All costs (including legal costs on a solicitor and client basis) incurred by the Council in enforcing the provisions of this Agreement where the Organiser has committed a default, shall be met by the Organiser upon demand.

22. DEFINITIONS AND INTERPRETATION

22.1 Definitions

In this Agreement unless the context otherwise requires:

"Business Day" means a day on which registered banks are open for business in Wellington excluding Saturdays, Sundays and Wellington Anniversary Day. A business day shall be deemed to commence at 9:00 am and to terminate at 5:00 pm New Zealand time (standard time or summer time, as appropriate).

"Confidential Information" means all information relating to the other party or the other party's business of which a party becomes aware by virtue of its relationship with the other party under this Agreement and any other agreement between the parties, and shall include the matters set out in this Agreement.

"Event Report" means the report to be provided to the Council in accordance with Clause 8.4 and Schedule Three.

"GST" means Goods and Services Tax in terms of the Goods and Services Tax Act 1985, at the rate prevailing from time to time.

"Local Authority" means City, District and Regional Councils.

"Promotional Material" includes, but is not limited to, posters, brochures, fliers, banners, advertising, the internet, promotional signage and media releases.

"Purchase Order" means the Council's form under which it orders services, and which does not vary this Agreement but which forms part of this Agreement.

"Sponsorship Conditions" means the conditions on which payment of each instalment of the Sponsorship Sum is contingent, as set out in Clause 4 and Schedule Two.

22.2 Interpretation

In this Agreement unless the context otherwise requires:

(a) References to **"parties"** refer to parties to this Agreement and include successors and, in the case of the Organiser, permitted assigns and, in the case of the Council, assigns.

(b) Reference to **"Council"** and **"Organiser"** includes reference to their employees, agents, consultants and contractors.

(c) Reference to **"persons"** includes reference to companies, partnerships, associations, trusts, Council-Controlled Organisations, Government Departments and Local Authorities.

(d) Headings and emphasis are for convenience only and shall not affect interpretation.

(e) Words importing the singular include the plural and vice versa and words importing a gender include any gender.

(f) References to clauses and schedules are references to clauses of and schedules to this Agreement.

(g) A covenant or agreement on the part of two or more persons binds them jointly and severally.

(h) Where a party's approval is required pursuant to any provision of this Agreement, that approval is not to be arbitrarily or unreasonably withheld or delayed.

(i) All monetary amounts are stated **exclusive** of GST and in New Zealand dollars unless stated otherwise.

(j) A reference to any statute includes a reference to any regulation, proclamation, ordinance or by-law made under that statute and extends to any statute, regulation, proclamation, ordinance or by-law varying, consolidating or replacing the same.

(k) A reference to a document includes an amendment or supplement to, or replacement or notation of, that document.

(l) Where the day on or by which anything is to be done is not a Business Day, that thing must be done on or by the following Business Day.

(m) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

HUTT CITY
TE AWA KAIRANGI

FESTIVAL AND EVENT SPONSORSHIP AGREEMENT

SCHEDULE ONE – SPONSORSHIP CONDITIONS

Promotional Material

The Organiser will:

A. Display the Council's logo as per the Hutt City Council Brand Guidelines on all marketing collateral

B. Incorporate Hutt City Council into any advertising scripts that are to be published

Publicity

The Organiser will:

A. Mention the Council's support of the Event in all media statements

B. Make itself or its Representative available to the Council (following reasonable notice of the request by Council) to optimise publicity for the Event, including but not limited to participating in interviews to publicise the Event.

Complimentary Sites

The Organiser will:

A. Provide the Council with sites at the event to communicate messages to the community. The number of sites to be provided to the Council will be mutually agreed by 14 November 2022, prior to the event.

Other Conditions

The Organiser will:

A. Place the Council's signage (to be provided by Council) in locations at the event which ensure optimal exposure to spectators and in film and photo images taken during the Event.

HUTT CITY
TE AWA KAIRANGI

FESTIVAL AND EVENT SPONSORSHIP AGREEMENT

SCHEDULE TWO – EVENT REPORT

The post event report will include:

- An assessment by the Organiser of the success of the Event, participant numbers, highlights and recommendations for improvements for the following year
- A copy of the Event's budget comparing actual income and spending against that budgeted
- Details of what the funding contribution for Education specific activities/initiatives was used for, a breakdown of this cost and a review of the activities
- Details of what the funding contribution for Health specific activities/initiatives was used for, a breakdown of this cost and a review of the activities
- Details of what the funding contribution for Waste Minimisation activities/initiatives was used for, a breakdown of this cost and a review of the activities
- Copies of media coverage and an analysis of this against the Marketing and Promotional Plan for the event
- An analysis of how the Council's funding contributed to the Event and how the funding was spent
- Results from any survey's carried out about the Event or related activities

HUTT CITY
TE AWA KAIRANGI

FESTIVAL AND EVENT SPONSORSHIP AGREEMENT

SCHEDULE THREE – CONFIRMATION OF HEALTH AND SAFETY PLAN

TO: **Hutt City Council**

FROM: _____ (Name of organisation)

_____ (Postal Address)

_____

TELEPHONE:

NAME OF EVENT:

We confirm that our organisation will have a Health and Safety Plan prior to the event date which complies with the requirements of the Health and Safety at Work Act 2015 and all approved AUS/NZ standards and generally complies with all Health & Safety legislation, regulations and by-laws relevant for this purpose. This Plan will remain in force for the duration of our event and will not be amended or cancelled during this time.

We confirm the following requirements are part of the Plan:

- A system is in place for the identification, assessment and control of hazards
- Control measures for hazards are reviewed at intervals appropriate to the running of the event
- A system is in place to follow all requirements under the COVID-19 Protection Framework for the health and safety of staff/volunteers and attendees
- Health & Safety responsibilities are assigned to designated staff, that is, all those who work on the event, including volunteers.
- Organisation representatives have inspected the event location to ensure that the venue is safe.
- An Accident Register is kept on site.
- An emergency plan designed for our event is in place for dealing with a variety of emergencies.
- A Health & Safety briefing will be carried out with staff (including volunteers) prior to each session of the event and documented
- All staff working at the event location have the necessary knowledge and skills to perform their job adequately, or they will be adequately supervised.
- A system is in place to ensure the public is not endangered by activities carried out at the event venue.
- Total number of staff/volunteers working at our event is ____

The name of the organiser for this event is _____

Contact phone number during the event is _____

I, the undersigned, confirm that the above information is true and factual. I confirm I am authorised to sign this certificate.

Authorised signatory: _____

Name: (in capitals) _____

Job title: _____

Date: _____

HUTT CITY
TE AWA KAIRANGI

FESTIVAL AND EVENT SPONSORSHIP AGREEMENT

SCHEDULE FOUR – PUBLIC LIABILITY INSURANCE CERTIFICATE

TO: **Hutt City Council**

FROM: Name:
(of Insurance Company)

Branch:

Address:

We confirm we have issued a **Public Liability Policy** to:

_____

in respect of:_____(Project title)

We undertake this policy will not be cancelled or amended by us with the period of insurance without 30 days written advice to you.

Period of insurance is from:

to

The Limit of Liability is: **$2,000,000.00** (as a minimum)	
Sub-limit insured for vibration, removal or weakening of support	
Deductible is	
Deductible for vibration, removal or weakening of support	
The policy covers **Liability** arising out of:	
Principal's vicarious liability is covered by the policy	Yes / No (delete one)
The ownership/use of mechanical plant	Yes / No (delete one)
The use of hired plant	Yes / No (delete one)
The ownership/use of watercraft	Yes / No (delete one)
The ownership/use of aircraft	Yes / No (delete one)
The use of explosives	Yes / No (delete one)
We advise that "special" terms, copy **attached**, have been specifically applied to this project	Yes / No (delete one)
_____ Authorised Signatory	Date:_____

HUTT CITY
TE AWA KAIRANGI

FESTIVAL AND EVENT SPONSORSHIP AGREEMENT

SCHEDULE FIVE – WASTE MANAGEMENT PLAN

TO: **Hutt City Council**

FROM: _____ (Name of organisation)

_____ (Postal Address)

_____

TELEPHONE:

NAME OF EVENT:

We confirm that our organisation will have a Waste Management Plan and complete a Post-Event Waste Analysis report which complies with the requirements of the Hutt City Council Solid Waste Management and Minimisation Bylaw 2021. The Organiser must submit the Plan to Council for approval by the Solid Waste Team prior to the event. This Plan will remain in force for the duration of our event and will not be amended or cancelled during this time.

The requirements will inform the Waste Minimisation Plan: (A comprehensive plan with all requirements can be found and submitted via Hutt City Council Website)

- What waste you expect to be created at your event
- How and when waste will be collected both during and after your event
- Waste minimisation initiates you will undertake
- Expected diversion from landfill
- You will also need to have a site plan ready which includes the location of:
  - Waste and recycling stations
  - Waste and recycling sorting and/or storage facilities
  - Signage
  - Site entry and exit points
  - Food and beverage vendors
  - Merchandise
  - The route collection personal/vehicles will use to access the waste storage facilities during the event (if applicable)

The following requirements will inform the Waste Analysis report:

- The types of waste generated by the event
- The amounts of waste (by type) generated by the event
- The amount of waste diverted and avoided
- The waste management facilities used to recover, recycle, treat or dispose of this waste- How well did you meet your waste diversion targets, is there anything you could have done to improve this
- An additional relevant information e.g. any unforeseen changes made to the event waste plan

The name of the organiser for this event is _____

Contact phone number during the event is _____

I, the undersigned, confirm that the above information is true and factual. I confirm I am authorised to sign this certificate.

Authorised signatory: _____

Name: (in capitals) _____

Job title: _____

Date: _____

EVENT FUNDING AGREEMENT

BETWEEN

HUTT CITY COUNCIL

AND

TE RĀ O TE RAUKURA LIMITED

EVENT: TE RĀ O TE RAUKURA 2024

FORM OF AGREEMENT

Parties

Hutt City Council (the "**Council**")

Te Rā o Te Raukura Limited, having its registered office at 61a Guthrie Street, Lower Hutt, 5010 (the "**Organiser**")

Background

A. The Organiser is to organise an event in Hutt City as described in the Reference Schedule (the "**Event**").

B. The Council wishes to contribute to the Event by providing funding set out in the Details on the terms set out in this Agreement.

Agreement

1. The Council will pay the Funding and provide the support for the Event, on the terms and conditions set out in this Agreement.
2. The Organiser agrees to organise, manage and provide the Event on the terms and conditions set out in this Agreement.
3. The following documents shall form the Agreement:-
   - This Form of Agreement
   - The Reference Schedule
   - The Terms and Conditions
   - Schedule One - Sponsorship Conditions
   - Schedule Two - Event Report
   - Schedule Three - Confirmation of Health and Safety Plan
   - Schedule Four - Public Liability Insurance Certificate
   - Schedule Five – Waste Minimisation Plan

Execution

Dated: _____

Signed by Hutt City Council by:	Signed by Organiser by:
…… ……. Signature …… Name …….. Position	……. Signature ……..... Name ……. Position
In the Presence of:	In the Presence of:
…… …… Signature …….. Name	…… …….. Signature ……. Name

NB: This Agreement should be signed by an authorised person

EVENT SPONSORSHIP AGREEMENT
REFERENCE SCHEDULE

Event Details	
Name of Event:	Te Rā o Te Raukura 2024
Description of Event:	A single day community event showcasing Māori culture, education, hauora and entertainment
Event Date(s):	Saturday 27 January 2024
Expected Number of Participants:	500
Expected Number of Spectators:	15,000 to 20,000
Location:	Te Whiti Park, Waiwhetu, Lower Hutt

Funding	
Term:	1 year. 1 July 2023 – 30 June 2024
Sponsorship Sum:	Total: $28,644 (GST Exclusive) $21,814 towards general event costs Other HCC contributions: $750 - site map plan $1,080 - marque building consent $5,000 - marketing and promotion
Instalment 1: Payment Date:	$8,180.25 (37.5%) (GST Exclusive) 27 October 2023
Instalment 2: Payment Date:	$8,180.25 (37.5%) (GST Exclusive) 14 December 2023 Following receipt of: - Waste Minimisation Plan - Insurance Certificate - Health and Safety Plan - Building consent application - Draft Event Site Plan
Instalment 3: Payment Date:	$5,453.50 (25%) (GST Exclusive) 27 March 2024 Following receipt of post event report (as specified in Schedule Two)

Council Support	
Description of support:	1. Provision of a representative to attend event management meetings and provide advice as needed 2. Assistance with site plan development 3. Assistance with building consent process for event marques 4. Promotion of the Event through agreed Council channels

Representatives	
Council's Representative:	Shelley Bascand
Organiser's Representative:	Wirangi Luke
Address for Notices	
Council Address:	Private Bag 31 912, Lower Hutt or 30 Laings Road, Lower Hutt 5040
Organiser Address:	P.O.Box 36111 te puni mail centre or 61a Guthrie Street, Waiwhetu, Lower Hutt 5010

EVENT SPONSORSHIP AGREEMENT

TERMS AND CONDITIONS

1. THE EVENT

1.1 The Organiser will organise, manage and provide the Event (as described in the Reference Schedule) in accordance with this Agreement.

1.2 The parties agree that their joint objectives for the Event are as specified in the Reference Schedule (the "**Objectives**").

1.3 The Organiser acknowledges that the Council has no financial or other responsibility for the Event, including any debts incurred by the Organiser, other than as set out in this Agreement.

2. EVENT STANDARDS

2.1 The Organiser will provide the Event on the Event Date (as specified in the Reference Schedule) in compliance with:

(a) The Event Details (as specified in the Reference Schedule); and

(b) The Event Standards (as specified in the Reference Schedule and Schedule One).

2.2 The Organiser will organise and manage the Event, and provide the Event on the Event Date:

(a) To a high standard;

(b) In accordance with best practice and applicable event management standards;

(c) In accordance with all applicable legislation, regulations and by-laws;

(d) In accordance with all objectives, policies and standards of the Council which are made known to the Organiser from time to time, including but not limited to policies relevant to public events, such as traffic management, health and safety and the reduction of alcohol related harm; and

(e) In accordance with the rules of the Organiser (if any).

2.3 In organising, managing and providing the Event, the Organiser will:

(a) Act in good faith towards the Council;

(b) Not do anything which, in the reasonable opinion of the Council, would materially alter or otherwise devalue the rights of the Council under this Agreement, or bring the Council's name or reputation into disrepute; and

(c) Ensure that (where reasonably requested by the Council) effective joint planning occurs between the Organiser and organisations such as (but not limited to) the Police, relevant licensing agencies, security services, health agencies, business associations and first aid services.

3. SPONSORSHIP

3.1 The Council will pay to the Organiser the first instalment of the Sponsorship Sum specified in the Reference Schedule, PROVIDED THAT:

(a) The Agreement has been signed by both parties;

(b) The Organiser has met the applicable Sponsorship Conditions set out in Clause 4 and Schedule One;

(c) The Organiser has provided to the Council a signed Health and Safety Plan, in accordance with Clause 10 and Schedule Three;

(d) The Organiser has provided to the Council confirmation of the insurance held by the Organiser, in accordance with Clause 11 and Schedule Four;

(e) The Organiser has obtained and provided to the Council all applicable consents, plans, licences, permits, permissions and any other authorisations required for the Event; and

(f) The Organiser has supplied a GST invoice in accordance with Clauses 5.1 and 5.2.

3.2 The Council will pay to the Organiser all further instalments of the Sponsorship Sum specified in the Reference Schedule (if any), EXCEPT FOR the final instalment of the Sponsorship Sum, PROVIDED THAT:

(a) The Organiser has met the applicable Sponsorship Conditions set out in Clause 4 and Schedule One; and

(b) The Organiser has supplied a GST invoice in accordance with Clauses 5.1 and 5.2.

3.3 The Council will pay to the Organiser the final instalment of the Sponsorship Sum specified in the Reference Schedule, PROVIDED THAT:

(a) The Organiser has met the applicable Sponsorship Conditions set out in Clause 4 and Schedule One;

(b) The Organiser has supplied a GST invoice in accordance with Clauses 5.1 and 5.2; and

(c) The Organiser has provided to the Council an Event Report, in accordance with Clause 8.4 and Schedule Two, and that Event Report has been approved by the Council (such approval not to be unreasonably withheld).

3.4 Subject to the sub-clauses above, the Council will pay the instalments of the Sponsorship Sum on the relevant Payment Dates specified in the Reference Schedule, to a bank account nominated by the Organiser.

3.5 The Sponsorship Sum must be expended by the Organiser on the Event and is not transferable to any other event.

3.6 Any part of the Sponsorship Sum received by the Organiser but not utilised for the Event must be returned to the Council immediately following the Event.

4. SPONSORSHIP CONDITIONS

4.1 Payment of each instalment of the Sponsorship Sum is contingent on the conditions set out in this Clause 4 and Schedule One, where applicable, being met.

4.2 The Organiser will, no later than three (3) months prior to the Event Date, collaborate with Council in the development of the Event Site Plan. Council will ensure a completed Site Pap is provided six (6) weeks prior to the Event Date.

4.3 The Organiser will, no later than two (2) months prior to the Event Date, submit a Building Consent Application to Council.

4.4 The Organiser will, no less than three (3) months before the Event Date, consult and collaborate with the Council in the development (including, but not limited to, form and content) of:

(a) The promotional material to be used in connection with the Event; and

(b) The marketing and promotional plan for the Event.

4.5 The Organiser will ensure that all Promotional Material that it produces, and all publicity that it generates, in connection with the Event and/or the Sponsorship complies with Codes of Practice of the Advertising Standards Authority and the standards required under the Fair Trading Act 1986.

4.6 The Organiser will incorporate the Council logo, as specified in Schedule Two, in all Promotional Material that is used for the purpose of publicising the Event. For the purposes of fulfilling this obligation, the Council grants to the Organiser a non-exclusive, non-transferable licence to use the Council logo during the term of this Agreement, or until such time as such licence is expressly revoked by the Council's Representative.

4.7 The Organiser will not use the Council logo without the prior consent of the Council's Representative, such consent not to be unreasonably withheld.

4.8 The Organiser will promptly notify the Council of any material amendments to the nature of the Event or the marketing and promotional plan for the Event. Where, as a result of such material amendments, the objectives of the Organiser or the Event are inconsistent with the Council's objectives and policies or negatively impact on the Council, the Council may terminate this Agreement in accordance with Clause 17.2.

5. PAYMENT

5.1 The Organiser will provide to the Council, at least five (5) Business Days prior to each Payment Date specified in the Reference Schedule, a GST tax invoice for the relevant instalment of the Sponsorship Sum, stating a description of the Event and including the Council PO reference. Invoices received without all of these details will be returned to the Organiser, unpaid.

5.2 Invoices are to be addressed to:

Hutt City Council
Private Bag 31-912
LOWER HUTT 5040

Attn: Engagement Team

5.3 Subject to sub-clause 5.4, payment of each instalment of the Sponsorship Sum will be made on the relevant Payment Date.

5.4 Any invoices provided by the Organiser which do not meet the requirements of clauses 5.1 and 5.2 will not be paid.

6. REVIEW OF SPONSORSHIP

6.1 Without limiting the Council's right to terminate under Clause 17.2, the parties agree that where the Term of this Agreement is for more than one (1) year, the Council shall be entitled to review the Sponsorship or the Sponsorship Sum in each subsequent financial year.

6.2 If, as a result of the Council's budgetary processes under the Long Term Plan or any other similar process, the funding available for the Event is reduced or varied then:

(a) The Council may decline to provide further Sponsorship in respect of any future periods for the remainder of the Term; and

(b) The Council may either:

(i) cancel this Agreement by giving not less than two months' written notice to the Organiser, in which case the provisions of clauses 18, 19 and 21.7 will apply; or

(ii) vary the terms of this Agreement, with the written consent of the Organiser, with respect to the amount of the Sponsorship Sum to be paid to the Organiser for the remainder of the Term.

7. SUPPORT

7.1 The Council will provide to the Organiser the Council Support described in the Reference Schedule.

7.2 The Council agrees to support the Organiser to ensure that the Event is organised, managed and provided in accordance with the Event Details and Event Standards.

8. MEETINGS AND REPORTS

8.1 The Organiser and the Council will each appoint a representative, as specified in the Reference Schedule, who will be authorised to give and receive all directions and instructions in connection with the matters set out in this Agreement.

8.2 The Organiser's Representative and the Council's Representative agree to meet as reasonably required by either party in order to discuss the matters set out in this Agreement and progress made in connection with the Event.

8.3 The Organiser's Representative will make itself reasonably available to attend such meetings, at its own cost.

8.4 The Organiser will, within six (6) weeks of the conclusion of the Event, provide the Council with an Event Report setting out in reasonable detail the matters specified in Schedule Two.

9. RECORDS AND ACCOUNTS

9.1 The Organiser will comply with all reasonable financial management or accounting procedures as are required and notified to the Organiser by the Council from time to time. For the avoidance of doubt, such accounting procedures shall include maintenance of records of all itemised budgeted expenditure and actual expenditure and the dates of such expenditure incurred in connection with the Event.

9.2 The Council shall have the right to appoint an auditor, at its cost, to examine all financial books and records relating to the Event. Upon request by the Council, and within five (5) Business Days of such request, the Organiser will make available to the Council all financial books and records relating to the Event for that purpose.

10. HEALTH AND SAFETY

10.1 The Organiser will comply with its obligations, and ensure the Organiser's sub-contractors, employees and volunteers comply with their obligations, under the Health and Safety at Work Act 2015 (the "**HSW Act**") and all regulations made under the HSW Act and all approved codes of practice of the HSW Act.

10.2 The Organiser will prepare a written Health and Safety Plan (the "**Plan**") for the organisation, management and provision of the Event. The Plan will address how the Organiser will comply with the HSW Act. The Organiser will at regular intervals (not less than yearly) review and update the Plan to ensure that it is comprehensive and takes into account any changes in the HSW Act and/or changes in the by-laws, policies and standards.

10.3 The Organiser will, two (2) months prior to the Event Date, provide a signed copy of the Plan to the Council.

11. INSURANCE

11.1 The Organiser will obtain and hold at its cost, at all times during the continuance of this Agreement, Public Liability Insurance of not less than $2,000,000, on terms and with such insurers as the Council may reasonably require. A signed Public Liability Insurance Certificate is attached as Schedule Four.

11.2 The Organiser will, two (2) months prior to the Event Date, provide the signed Public Liability Insurance Certificate (in the form attached as Schedule Four) to the Council.

11.3 The Organiser will, if requested by the Council, provide the Council with written evidence that the insurance is in force and will, when required by the Council produce the policies and evidence of payment of current premiums.

12. INDEMNITY

12.1 The Organiser indemnifies the Council in respect of all costs (including legal costs) claims, liabilities, losses, damage and expenses suffered or incurred by the Council and any other person claiming through the Council as a direct or indirect consequence of any unlawful, negligent, tortuous, criminal, reckless or dishonest errors, acts or omissions of the Organiser in the performance or non-performance of its obligations under this Agreement.

13. INTELLECTUAL PROPERTY

13.1 Except as expressly provided in this Agreement, neither party has the right to use the other party's name or their associated brands or products' names, logos, trade marks or other intellectual property in any manner.

13.2 The Organiser warrants that it has the authority, copyrights, permissions or licences that may be required for the Event and shall indemnify and keep indemnified the Council from and against all claims, liabilities, losses, damage and expenses suffered or incurred by the Council in connection with any breach by the Organiser of the warranties contained in this Clause 13.2.

14. FORCE MAJEURE

14.1 Neither party will be responsible for any act, omission or other failure to fulfil its obligations under this Agreement if such act, omission or other failure to fulfil its obligation arises from any cause reasonably beyond its control, which includes floods, earthquakes and other acts of God.

15. CONFIDENTIALITY

15.1 The parties agree that any Confidential Information pertaining to this Agreement remains strictly confidential and is not to be disclosed to any other party except in the circumstances where:

(a) The Confidential Information is already in the public domain (otherwise than by breach of this clause);

(b) A party is required to release the Confidential Information by any statutory or regulatory obligation (including the Council's obligations under the Local Government Official Information and Meetings Act 1987), or by any judicial or arbitration process;

(c) The other party has consented in writing to the disclosure of the Confidential Information; or

(d) The disclosure of Confidential Information to an independent auditor as required in accordance with this Agreement.

15.2 Neither party will make any announcement or communication in relation to the Sponsorship or the relationship between the parties without first consulting the other party and obtaining that party's consent.

16. CANCELLATION OF EVENT

16.1 The parties acknowledge that the Organiser may cancel or postpone the Event on any or all of the Event Dates owing to inclement weather conditions or for any cause beyond the reasonable control of the Organiser. For the avoidance of doubt, "inclement" shall be taken to mean weather conditions that are unacceptable to the Organiser in that such conditions would impair performance, cause damage to instruments or equipment or raise health and safety concerns.

16.2 The parties agree that if the Event is cancelled on any or all of the Event Dates in accordance with Clause 16.1:

(a) The Council shall be under no liability to the Organiser or any other person to pay any compensation or damages for any loss that the Organiser or any other person may suffer arising out of cancellation of the Event. No penalties or cancellation charges shall be payable by the Council;

(b) The Council shall not be obliged to make any further payments of the Sponsorship Sum;

(c) The parties will meet and negotiate in good faith the amount of the Sponsorship Sum that should be retained by the Organiser (to reflect any Sponsorship Sum utilised by the Organiser prior to cancellation). The Organiser must then immediately refund to the Council the agreed amount of unutilised Sponsorship Sum. If the parties cannot agree then Clause 19 shall apply;

(d) In the event that the Event or all remaining Event dates are cancelled, the parties will each immediately deliver to the other all documentation and property in their possession or control that belongs to the other party; and

(e) The obligations set out in Clause 21.7 will continue to apply.

17. TERM AND TERMINATION

17.1 Subject to Clause 21.7, the Term of this Agreement shall commence on the date of signing this Agreement and shall continue for the Term or until earlier terminated pursuant to the terms of this Agreement.

17.2 The Council may immediately terminate this Agreement, either entirely or in part, by giving 14 days written notice to the Organiser if the Organiser commits one or more of the following events of default:

(a) The Organiser is, or becomes, unable to pay its debts when due, or there is an enforceable judgment, distress, attachment, execution or other process in an amount in excess of $25,000 enforced against the Organiser;

(b) The Organiser enters into, or resolves to enter into, any voluntary administration, compromise or assignment for the benefit of its creditors, or enters into, or resolves to enter into, a court-approved arrangement or a capital reorganisation or reconstruction or there is a change in the effective management or control of the Organiser;

(c) An application or order is made or a resolution is passed for the winding up of the Organiser other than for the purpose of amalgamation or reconstruction approved by the Council;

(d) A receiver, a receiver and manager, an official manager, a liquidator, a statutory manager, a trustee or an equivalent person is appointed over all or part of the Organiser's assets or undertakings;

(e) The Organiser ceases to carry on its business in whole or in part (except in the circumstances of force majeure);

(f) If an individual, the Organiser dies or suffers a disability which prevents him or her from performing the Organiser's obligations under this Agreement;

(g) The Organiser fails to hold the Event on all or any of the Event Dates, or if the Event is cancelled on any or all of the Event Dates, other than in accordance with Clause 16.1;

(h) The Organiser by act or omission allows circumstances to occur as a consequence of which any rights, powers, consents, plans, licences, permits, permissions or any other authorisations necessary for the proper organisation, management and provision of the Event are cancelled or are liable to cancellation;

(i) If there is a material change in the nature of the Event so that the objects of the Organiser or the Event are inconsistent with the Council's objectives and policies or negatively impact on the Council;

(j) If the Organiser, by any means whatsoever, causes the image or reputation of the Council to fall into disrepute;

(k) If there is, in the Council's reasonable opinion, an irreparable breakdown in relations between the Council and the Organiser, a loss of confidence in the Organiser, or the Organiser fails to co-operate and meet with the Council as required under this Agreement;

(l) The Event fails to achieve reasonable financial and presentation success when measured against the Event Standards required to be met by the Event;

(m) The Organiser commits a breach of this Agreement and fails, after receipt of written notice requesting remedy of the breach within a reasonable timeframe, to remedy that breach within that timeframe;

(n) The Organiser commits a material breach of this Agreement.

18. CONSEQUENCES OF TERMINATION

18.1 On termination of this Agreement under Clause 17:

(a) The Council shall be under no liability to the Organiser or any other person to pay any compensation or damages for any loss that the Organiser or any other person may suffer arising out of termination of this Agreement. No penalties or cancellation charges shall be payable by the Council;

(b) The Council shall not be obliged to make any further payments of the Sponsorship Sum;

(c) The parties agree to meet and negotiate in good faith the amount of the Sponsorship Sum that should be retained by the Organiser in recognition of any Sponsorship Sum utilised prior to termination. The Organiser must immediately refund to the Council the agreed amount of unutilised Sponsorship Sum. If the parties cannot agree then Clause 19 shall apply;

(d) The parties will each immediately deliver to the other all documentation and property in their possession or control that belongs to the other party; and

(e) The obligations set out in Clause 21.7 will continue to apply.

19. DISPUTE RESOLUTION

19.1 Without limiting the application of 19.2 to 19.6, in the event of a dispute, disagreement or difference of opinion ("**Dispute**") arising under the Agreement as to:

(a) The meaning or application of any part of the Agreement; or

(b) Any other matter touching or concerning the Agreement, the parties shall actively and openly endeavour to amicably settle such Dispute themselves, with a view to achieving prompt resolution.

19.2 A party claiming that a Dispute has arisen must give written notice to the other party, specifying the nature of the Dispute. On receipt of such a notice, the parties shall endeavour to resolve the Dispute amicably and expeditiously, with a view to achieving prompt resolution.

19.3 If the parties do not resolve the Dispute within ten (10) Business Days of receipt of a notice given under clause 19.2, a party may, by written notice to the other, refer the Dispute to arbitration in accordance with the Arbitration Act 1996 on the following terms:

(a) A single arbitrator be appointed. If the parties fail to agree on an arbitrator, the President of the Arbitrators and Mediator Institute of New Zealand Incorporated shall appoint the arbitrator;

(b) No person who has participated in an attempt at informal dispute resolution of the Dispute shall act as arbitrator;

(c) The place of arbitration shall be Lower Hutt;

(d) The parties shall co-operate fully with the arbitrator. The arbitrator will proceed promptly to deliver an award;

(e) The arbitrator's decision in respect of findings of fact shall be final and binding, and the appeal rights under Clause 5 of the Second Schedule of the Arbitration Act 1996 are expressly excluded;

(f) Each party shall bear its own costs in such arbitration and (in the absence of an arbitrator's award to the contrary) shall pay the costs of the arbitrator in equal shares.

19.4 Pending the settlement of any Dispute, the parties shall continue to perform all of their obligations under the Agreement except that neither party shall be obliged to pay any money which is the subject of the Dispute.

19.5 Neither party may commence any court or arbitration proceedings relating to a Dispute unless it has complied with the sub-clauses above relating to dispute resolution (except where either of them seeks urgent interlocutory or injunctive relief).

19.6 This clause shall not apply to disputes involving third party claims against Council arising out of the performance or non-performance of this Agreement.

20. NOTICES

20.1 All communications under this Agreement which are required to be in writing shall be sent by mail with postage prepaid, or hand delivered to the Address for Notices set out in the Reference Schedule or to such other address as a party has notified the other of in writing.

20.2 Subject to the following sub-clause, Notice hand delivered is deemed to be served upon delivery. Notice by post is deemed to be served ten (10) Business Days after the date of posting. Any notice served or hand delivered on a non-Business Day is deemed to have been served on the first Business Day after that day.

21. GENERAL

21.1 The Council as Regulatory Body

(a) The Organiser acknowledges that the Council, in terms of its regulatory function as a Local Authority and a Territorial Authority, is obliged to and shall act independently in those capacities and not as a party to this Agreement. The Organiser shall have no right or claim against the Council in its capacity as a party to this Agreement as a result of any lawful action or decision made by the Council in the performance of its regulatory functions except in the case of bad faith in its capacity as a party to this Agreement.

(b) Any decision of the Council acting in its regulatory capacity shall not be construed as an approval of the Council as a party to this Agreement or as a variation to this Agreement unless otherwise expressly agreed.

21.2 Governing Law and Jurisdiction

This Agreement is governed by the laws of New Zealand. The parties agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand.

21.3 Severability

In the event that any one or more of the provisions contained in this Agreement is declared invalid by an order, decree or judgment of any Court of competent jurisdiction, this Agreement will be read as if such provision had not been inserted. Where this action results in undue hardship on either party or constitutes a substantial deviation from the general intent and purpose of the parties as reflected in this Agreement, a variation rectifying such anticipated consequences will be entered into by the parties.

21.4 Entire Agreement

(a) This Agreement constitutes the entire agreement between the parties relating to the subject matter and replaces all prior agreements or undertakings whether oral or written.

(b) Each party, except to the extent qualified herein, confirms that on entering into this Agreement it has not relied upon any statement, warranty or other representation made or information supplied by or on behalf of the other party.

(c) Notwithstanding the sub-clauses above, where the Organiser has made specific representations as to its history, skills, performance and qualities, such representations may be relied upon by the Council in determining whether or not the Organiser has met the standards expected of it in relation to the organisation, management and provision of the Event.

21.5 Variations

This Agreement cannot be amended, modified or varied except in writing signed by the Council's Representative and the Organiser's Representative.

21.6 Waiver

No right under this Agreement shall be deemed to be waived except by notice in writing signed by each party. Such waiver will not prejudice either party's rights in respect of any subsequent breach of this Agreement.

21.7 Continuing Obligations

The Organiser's obligations contained under the provisions of the following clauses shall continue in force notwithstanding the cancellation of the Event, or the termination or expiry of this Agreement:

(a) Insurance;

(b) Indemnity;

(c) Intellectual Property;

(d) Confidentiality;

(e) Cancellation of Event;

(f) Consequences of Termination;

(g) Dispute Resolution.

21.8 No Assignment

The Organiser's rights under this Agreement are personal to the Organiser and may not be assigned to a third party without the express written consent of the Council, which may be given subject to such conditions as the Council, in its sole discretion, considers are reasonably required.

21.9 No Partnership

Nothing in this Agreement constitutes the parties as partners or as agents for each other. Neither party has any authority to bind the other or act on its behalf except to the extent expressly provided for in this Agreement.

21.10 Costs

(a) Each party shall bear its own costs (including legal costs) of and incidental to the negotiation, preparation and execution of this Agreement.

(b) All costs (including legal costs on a solicitor and client basis) incurred by the Council in enforcing the provisions of this Agreement where the Organiser has committed a default, shall be met by the Organiser upon demand.

22. DEFINITIONS AND INTERPRETATION

22.1 Definitions

In this Agreement unless the context otherwise requires:

"Business Day" means a day on which registered banks are open for business in Wellington excluding Saturdays, Sundays and Wellington Anniversary Day. A business day shall be deemed to commence at 9:00 am and to terminate at 5:00 pm New Zealand time (standard time or summer time, as appropriate).

"Confidential Information" means all information relating to the other party or the other party's business of which a party becomes aware by virtue of its relationship with the other party under this Agreement and any other agreement between the parties, and shall include the matters set out in this Agreement.

"Event Report" means the report to be provided to the Council in accordance with Clause 8.4 and Schedule Three.

"GST" means Goods and Services Tax in terms of the Goods and Services Tax Act 1985, at the rate prevailing from time to time.

"Local Authority" means City, District and Regional Councils.

"Promotional Material" includes, but is not limited to, posters, brochures, fliers, banners, advertising, the internet, promotional signage and media releases.

"Purchase Order" means the Council's form under which it orders services, and which does not vary this Agreement but which forms part of this Agreement.

"Sponsorship Conditions" means the conditions on which payment of each instalment of the Sponsorship Sum is contingent, as set out in Clause 4 and Schedule Two.

22.2 Interpretation

In this Agreement unless the context otherwise requires:

(a) References to **"parties"** refer to parties to this Agreement and include successors and, in the case of the Organiser, permitted assigns and, in the case of the Council, assigns.

(b) Reference to **"Council"** and **"Organiser"** includes reference to their employees, agents, consultants and contractors.

(c) Reference to **"persons"** includes reference to companies, partnerships, associations, trusts, Council-Controlled Organisations, Government Departments and Local Authorities.

(d) Headings and emphasis are for convenience only and shall not affect interpretation.

(e) Words importing the singular include the plural and vice versa and words importing a gender include any gender.

(f) References to clauses and schedules are references to clauses of and schedules to this Agreement.

(g) A covenant or agreement on the part of two or more persons binds them jointly and severally.

(h) Where a party's approval is required pursuant to any provision of this Agreement, that approval is not to be arbitrarily or unreasonably withheld or delayed.

(i) All monetary amounts are stated **exclusive** of GST and in New Zealand dollars unless stated otherwise.

(j) A reference to any statute includes a reference to any regulation, proclamation, ordinance or by-law made under that statute and extends to any statute, regulation, proclamation, ordinance or by-law varying, consolidating or replacing the same.

(k) A reference to a document includes an amendment or supplement to, or replacement or notation of, that document.

(l) Where the day on or by which anything is to be done is not a Business Day, that thing must be done on or by the following Business Day.

(m) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

FESTIVAL AND EVENT SPONSORSHIP AGREEMENT

SCHEDULE ONE – SPONSORSHIP CONDITIONS

Promotional Material

The Organiser will:

A. Display the Council's logo as per the Hutt City Council Brand Guidelines on all marketing collateral

B. Seek approval from HCC prior to publishing advertising scripts.

Publicity

The Organiser will:

A. Mention the Council's support of the Event in all media statements

B. Make itself or its Representative available to the Council (following reasonable notice of the request by Council) to optimise publicity for the Event, including but not limited to participating in interviews to publicise the Event.

Complimentary Sites

The Organiser will:

A. Provide the Council with sites at the event to communicate messages to the community. The number of sites to be provided to the Council will be mutually agreed by 19 October, 2023, prior to the event.

Other Conditions

The Organiser will:

A. Place the Council's signage (to be provided by Council) in locations at the event which ensure optimal exposure to spectators and in film and photo images taken during the Event.

HUTT CITY
TE AWA KAIRANGI

FESTIVAL AND EVENT SPONSORSHIP AGREEMENT

SCHEDULE TWO – EVENT REPORT

The post event report will include:

- An assessment by the Organiser of the success of the Event, participant numbers, attendance, highlights and recommendations for improvements for the following year
- A copy of the Event's budget comparing actual income and spending against that budgeted
- Details of Education specific activities/initiatives and a review of the activities
- Details of Health specific activities/initiatives and a review of the activities
- Details of Waste Minimisation activities/initiatives and a review of the activities
- Copies of media coverage and an analysis of this against the Marketing and Promotional Plan for the event
- An analysis of how the Council's funding contributed to the Event and how the funding was spent
- Results from any survey's carried out about the Event or related activities

FESTIVAL AND EVENT SPONSORSHIP AGREEMENT

SCHEDULE THREE – CONFIRMATION OF HEALTH AND SAFETY PLAN

TO: **Hutt City Council**

FROM: _____ (Name of organisation)

_____ (Postal Address)

_____

TELEPHONE:

NAME OF EVENT:

We confirm that our organisation will have a Health and Safety Plan prior to the event date which complies with the requirements of the Health and Safety at Work Act 2015 and all approved AUS/NZ standards and generally complies with all Health & Safety legislation, regulations and by-laws relevant for this purpose. This Plan will remain in force for the duration of our event and will not be amended or cancelled during this time. A copy of this plan is attached.

We confirm the following requirements are part of the Plan:

- A system is in place for the identification, assessment and control of hazards
- Control measures for hazards are reviewed at intervals appropriate to the running of the event
- A system is in place to follow all requirements under the COVID-19 Protection Framework for the health and safety of staff/volunteers and attendees
- Health & Safety responsibilities are assigned to designated staff, that is, all those who work on the event, including volunteers.
- Organisation representatives have inspected the event location to ensure that the venue is safe.
- An Accident Register is kept on site.
- An emergency plan designed for our event is in place for dealing with a variety of emergencies.
- A Health & Safety briefing will be carried out with staff (including volunteers) prior to each session of the event and documented
- All staff working at the event location have the necessary knowledge and skills to perform their job adequately, or they will be adequately supervised.
- A system is in place to ensure the public is not endangered by activities carried out at the event venue.
- Total number of staff/volunteers working at our event is ____

The name of the organiser for this event is _____

Contact phone number during the event is _____

I, the undersigned, confirm that the above information is true and factual. I confirm I am authorised to sign this certificate.

Authorised signatory: _____

Name: (in capitals) _____

Job title: _____

Date: _____

HUTT CITY
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FESTIVAL AND EVENT SPONSORSHIP AGREEMENT

SCHEDULE FOUR – PUBLIC LIABILITY INSURANCE CERTIFICATE

TO: **Hutt City Council**

FROM: Name:
(of Insurance Company)

Branch:

Address:

We confirm we have issued a **Public Liability Policy** to:

_____

in respect of:_____(Project title)

We undertake this policy will not be cancelled or amended by us with the period of insurance without 30 days written advice to you.

Period of insurance is from:
to

The Limit of Liability is: **$2,000,000.00** (as a minimum)	
Sub-limit insured for vibration, removal or weakening of support	
Deductible is	
Deductible for vibration, removal or weakening of support	
The policy covers **Liability** arising out of:	
Principal's vicarious liability is covered by the policy	Yes / No (delete one)
The ownership/use of mechanical plant	Yes / No (delete one)
The use of hired plant	Yes / No (delete one)
The ownership/use of watercraft	Yes / No (delete one)
The ownership/use of aircraft	Yes / No (delete one)
The use of explosives	Yes / No (delete one)
We advise that "special" terms, copy **attached**, have been specifically applied to this project	Yes / No (delete one)
_____ Authorised Signatory	Date:_____

FESTIVAL AND EVENT SPONSORSHIP AGREEMENT

SCHEDULE FIVE – WASTE MANAGEMENT PLAN

TO: **Hutt City Council**

FROM: _____ (Name of organisation)

_____ (Postal Address)

_____

TELEPHONE:

NAME OF EVENT:

We confirm that our organisation will have a Waste Management Plan and complete a Post-Event Waste Analysis report which complies with the requirements of the Hutt City Council Solid Waste Management and Minimisation Bylaw 2021. The Organiser must submit the Plan to Council for approval by the Solid Waste Team two (2) months prior to the event. This Plan will remain in force for the duration of our event and will not be amended or cancelled during this time.

The requirements will inform the Waste Minimisation Plan: (A comprehensive plan with all requirements can be found and submitted via Hutt City Council Website)

- What waste you expect to be created at your event
- How and when waste will be collected both during and after your event
- Waste minimisation initiates you will undertake
- Expected diversion from landfill
- You will also need to have a site plan ready which includes the location of:
    - Waste and recycling stations
    - Waste and recycling sorting and/or storage facilities
    - Signage
    - Site entry and exit points
    - Food and beverage vendors
    - Merchandise
    - The route collection personal/vehicles will use to access the waste storage facilities during the event (if applicable)

The following requirements will inform the Waste Analysis report:

- The types of waste generated by the event
- The amounts of waste (by type) generated by the event
- The amount of waste diverted and avoided
- The waste management facilities used to recover, recycle, treat or dispose of this waste- How well did you meet your waste diversion targets, is there anything you could have done to improve this
- An additional relevant information e.g. any unforeseen changes made to the event waste plan

The name of the organiser for this event is _____

Contact phone number during the event is _____

I, the undersigned, confirm that the above information is true and factual. I confirm I am authorised to sign this certificate.

Authorised signatory: _____

Name: (in capitals) _____

Job title: _____

Date: _____