

PARTIES:

1. **NELSON CITY COUNCIL** (“the Council”)
2. **WAAHI TAAKARO GOLF CLUB** (“the Club”)

BACKGROUND:

- A. The Club has been operating on the golf course (“the Course”) since it was established as a lower cost and accessible option for Nelson ratepayers and residents to play golf, with some of the Club’s older members playing an integral role in the design, early maintenance and planting of the Course.
- B. Waahi Taakaro means “Place of Recreation.” This name was given to the Course and the Club by the previous owners of the land when the Course was established. The Club and the Council have mutual aspirations to continue this legacy and provide an affordable and friendly golf course in close proximity to Nelson city that is open to all Nelson residents and visitors.
- C. All of the land on which the Course and associated facilities are located is currently vested in the Council as recreation reserve held under the Reserves Act 1977. The land on which the Golf clubhouse and caretaker’s accommodation are located (“the Land”) is currently leased to the Club and under a Deed of Lease dated 7 January 2003 (“the Lease”). The Club currently pays an annual levy to the Council for use of the Course.
- D. There is currently an administration office and shop at the Course operated by a contractor to the Council (“the Pro-Shop Contractor”). The Pro-Shop Contractor is currently responsible for collecting green fees and other day to day operations of the Course on behalf of the Council. The Council will review the provision of these services when this contract expires on 30 June 2017.
- E. The Council and the Club now wish to enter into a Memorandum of Understanding (“MOU”) in order to better define the roles the Council and the Club have in the use, preservation and promotion of the Course.

THE PARTIES HEREBY AGREE:

1. **Purpose**

- 1.1. The purpose of the MOU is to define the relationship and roles of the Club and the Council in order to create a financially sustainable model for the parties while at the same time achieving the Community Outcomes defined below for the Course.

2. **Term**

- 2.1. This MOU runs in conjunction with the Lease. The term of this MOU shall be from the date of the MOU to 30 October 2021, the final expiry date of the Lease.

- 2.2. On expiry of the term, if the Club continues to occupy the Land as a monthly tenant under the Lease, this MOU shall continue to run in conjunction with that monthly tenancy but in any event for no longer than 10 years from the date of this MOU.
- 2.3. In the event the Lease is terminated prior to the final expiry date for whatever reason, this MOU shall also be terminated at that time.
- 2.4. In the event the Lease is renewed, this MOU shall continue to run in conjunction with the renewed Lease but in any event for no longer than 10 years from the date of this MOU.
- 2.5. Notwithstanding the above clauses 2.1 to 2.4, either party may terminate this MOU at any time by giving the other party 6 months notice in writing.

3. Community Outcomes

- 3.1. The Course forms part of the Council's parks and reserves network. The Council provides and maintains these areas for a number of benefits including health, recreational, ecological and economic.
- 3.2. The Community Outcomes the Council and Club wish to achieve through the use and preservation of the Course are to:
 - a) Provide the opportunity to play golf to Nelson residents and visitors at affordable prices.
 - b) Provide a place where Nelson residents can go to exercise and relax, thereby encouraging a healthy lifestyle.
 - c) Preserve the beautiful setting of the golf course and provide easy access to some of Nelson's parks and reserves.
 - d) Provide a public golf course close to the city.
 - e) Encourage youth and other Nelson residents to learn to play golf.
 - f) Provide local businesses and groups with an opportunity to have days out close to the city.
 - g) Generate sufficient revenue to not overburden the ratepayer.
 - h) Continue the heritage and traditions of the Club.
 - i) Provide a meeting place and social activities for a community of interest.

4. Roles

Council

- 4.1. The Council is the landowner, shall have general oversight of all operations on the Course and be directly responsible for Course maintenance. The Council has a responsibility to consider the interests of, and in some circumstances consult with, Nelson residents. A key driver for the Council will be to achieve the Community Outcomes intended for the Course.

4.2. Council is responsible for:

- a) Setting course fees, after consulting with the Club.
- b) Collecting course fees approved by the Council (noting that this service is currently provided by the Pro-shop Contractor on behalf of the Council).
- c) Maintaining the Council owned buildings (including what is currently the Pro-shop) and immediate surrounds including the garden and car park in a safe and tidy manner and kept free of litter.
- d) Maintaining the Course in accordance with clause 15 of this MOU.
- e) Managing the playing of the game on the Course in an efficient and fair manner, including providing information to players on the rules of golf, Course rules and etiquette.
- f) Operating a daily booking system which takes into consideration times when the Club uses the Course.
- g) Marketing and promoting the course.

The Pro-shop Contractor currently provides the following additional services on behalf of the Council :

- h) The sale and hire of golf equipment and apparel.
- i) The sale of non-alcoholic beverages and food.
- j) Golf coaching.

The Council may, at its discretion, continue to provide these services (whether through a contractor or otherwise) following expiry of the current Pro-shop contract on 30 June 2017.

Club

4.3. The Club shall be entitled to use the Course in accordance with this MOU and will work in partnership with the Council in:

- a) Consulting with the Council on the setting of fees.
- b) Running tournaments and competitions at the Course.
- c) Providing feedback on Course maintenance.
- d) Promoting the Course to build club membership.
- e) Encouraging public usage of the Course.
- f) Servicing the needs of its members.

4.4. The Club's role and benefits it brings to the Course and to achieving the Community Outcomes intended for the Course are further outlined in **Appendix A**, as may be amended by agreement in writing between the parties from time to time.

5. Key Contacts

- 5.1. The following people and roles have been identified as the key points of contact between the Council and the Club:

Council:

- Green Keeper
- Sports Grounds Maintenance Supervisor
- Parks and Reserves Team Leader
- Council's representative at the Course (currently the Pro-shop Contractor)

The Club:

- President
- Vice President
- Club Captain
- Secretary and Club Manager

6. Communication

- 6.1. In the first instance any matters arising under this MOU regarding the use and day to day running of the Course shall be communicated between the Club and the Council's representative at the Course. If the matter cannot be resolved by the President and Council's representative at the Course, the matter must be set down for discussion at the next monthly meeting of the Greens Committee.
- 6.2. The Council's representative at the Course, the Green-Keeper, the Sports Grounds Maintenance Supervisor and representatives of the Club shall form a Greens Committee. The Greens Committee shall meet monthly to discuss:
- a) Maintenance of the Course
 - b) Course usage
 - c) Marketing
 - d) Upcoming events including Club tournaments, Course hire and Course closures
 - e) General day to day management of the Course
- 6.3. The Parks and Recreation Team Leader, the Community Services or Infrastructure Group Manager, a councillor on the Community Services Committee and representatives of the Club shall hold a Policy and Performance meeting annually in October/November. The Policy and Performance meeting shall discuss:
- a) Performance of the Course
 - b) Budget and Course fee levels
 - c) Overall policy and management of the Course including marketing, maintenance and development.

At least 10 working days prior to the meetings the Council shall provide the Club with copies of the latest financial accounts they hold in respect of the Course and the Club shall provide Council with a report on its membership and activities (including those activities that relate to the wider community outcomes contained in clause 3.2 and activities that relate to the promotion of the course) over the prior year.

- 6.4. All users of the Course are to be encouraged to give their feedback on their experiences, with forms available from the Council (currently through the Pro-shop Contractor) and from the Club for them to fill in. The Council shall reply in accordance with its Customer Service standards.

7. Course Fees

- 7.1. Course fees will be set by the Council after consulting with the Club. The following classes of fees will apply:
- a) **Green fees** – fees payable by non-Club members over the age of 18 for a single round of golf (9 or 18 hole).
 - b) **Junior green fees** - fees payable by non-Club members under the age of 18 for a single round of golf (9 or 18 hole).
 - c) **Multi round passes** – discounted green fees for 5, 10 or 20 rounds.
 - d) **Course access fees** – annual or seasonal fees payable by Club members 18 years and older who are normally resident in the Nelson City Council area for unlimited rounds of golf during that year.
 - e) **Junior course access fees** - annual or seasonal fees payable by Club members under the age of 18 who are normally resident in the Nelson City Council area for unlimited rounds of golf during that year.
 - f) **Course hire fees** – fees payable for half day or full day exclusive use of the Course.
 - g) **Group concession fees** – fees payable for a group of 12 or more people concession for non-exclusive access to the Course.
- 7.2. All Course fees are payable to the Council's representative at the Course.
- 7.3. The current Course fees are attached to this MOU (Appendix B). All course fees will be reviewed annually and may change in accordance with clause 7.1 of this MOU.
- 7.4. Course access fees are payable by 31 March in any year for play from 1 April to 31 March the following year, and by 30 September in any year for a seasonal pass from 1 October to 31 March the following year. Course access fees will only be refunded in part where a Club member retires part way through the year due to unforeseen circumstances. Any refund given will be at Council's discretion.

8. Exclusive Course Hire

- 8.1. The Council's representative at the Course is responsible for arranging and confirming exclusive hire of the Course and will consult with the Club where appropriate. The Council's representative will not unreasonably withhold consent to any Course hire.
- 8.2. Exclusive course hire for a full day is from Course opening to Course closure, or until the person or persons hiring the Course have completed their activities, whichever is the earlier.
- 8.3. Exclusive Course hire for a half day is either for the morning or afternoon with the cut-off time between morning and afternoon hire being 1.30pm in the summer and 2.00pm in the winter. For Course hire in the morning, should those hiring the Course still be on the Course at the cut-off time, they may continue play. However, green fee players will be allowed onto the Course from the cut-off time.
- 8.4. Exclusive Course hire must be arranged at least three working days in advance and the Contractor will advise the Club of any hire as soon as the Contractor becomes aware of that hire.

9. Green Fees

- 9.1. Club members who have paid the annual course access fee do not pay green fees.
- 9.2. Members of affiliated golf clubs shall receive a 20% discount on green fees when playing at the Course.
- 9.3. All players, including club members, multi round pass holders and green fee players, must obtain a scorecard from the pro-shop and carry it with them while playing on the course to identify the player and provide proof of payment.

10. Fee Reviews

- 10.1. All of the Course fees shall be reviewed by Council by 1 April each year ("the Review Date"). The Council will have regard to the following matters when determining what, if any, changes are to be made to the Course fees:
 - a) Consultation with the Club on fees levels (through the Policy and Performance meeting held in October/November immediately preceding the Review Date).
 - b) Any CPI adjustment for the year ending 31 December immediately preceding the Review Date.
 - c) The Council's revenue target of users meeting 50% of the costs associated with running the Course.
 - d) The fees charged by other 9 hole Courses in the Nelson Tasman region.
 - e) The usage and revenue generated by green fee players, Club members and Course hire.
 - f) The expenditure of the Council in relation to the Course.

- g) The founding aim of the Course to provide affordable and accessible golf for Nelson residents.
 - h) The Community Outcomes delivered by the Club
- 10.2. The new Course fees determined pursuant to clause 10.1 shall be payable from the 1 July following the Review Date.
- 10.3. CPI means the Consumer Price Index (All Groups) published by Statistics New Zealand or other government agency and any revised, replacement or substituted index.

11. Club Usage Rights

- 11.1. Subject to payment of the annual course access fee, Club members shall have the right to play at any time the Course is open. Club members shall not have the right to play when the Course is closed for exclusive hire to a private group.

Saturday Competition

- 11.2. The Club holds a Saturday competition for its members throughout the year over 18 holes. The Club will use multi-tee starts.
- 11.3. From April 1 to October 31 the competition will start at the later of 10am or when the frost lifts and the Course becomes playable. The Course is closed to green fee players until 2pm, after which green fee players may tee off No 1 & No 4 provided Club members participating in the competition will have right of way.
- 11.4. From November 1 to March 31 the competition will start at no later than 9am. During this time the Course will remain open to paying green fee users provided they play in groups of no more than four, keep up with other players on the Course, fill vacant spots in the daily booking sheet, and give right of way to those already on the course. Green fee users arriving before the competition starts may participate in the competition.
- 11.5. The Club will submit its draw for the competition to the pro-shop on the Wednesday before the competition to incorporate it into the daily booking sheet.

Weekday Competition

- 11.6. The Club may hold weekday Competitions during which time the Course will remain open to paying green fee players. Those already on the Course before competition commences will have right of way.
- 11.7. Multi-tee starts will be used for the weekday competition where possible.
- 11.8. Green fee players playing during the weekday competition time must play in groups of no more than four, keep up with the rest of the field and fill vacant spots in the daily booking sheet. The Club will submit its draw for the weekday competition to the pro-shop the day before the weekday competition to incorporate it into the daily booking sheet.
- 11.9. Where the Club does not have exclusive use and is using the Course for either a Saturday or weekday competition, when submitting its draw, any existing bookings in the daily booking sheet will be honoured and respected by the Club.

Club Hire of the Course

- 11.10. The Club is entitled to free exclusive hire of the Course to hold tournaments and inter-club competitions for a total of 2 full days and 4 half days during which time the Course is closed to green fee players unless invited by the Club. From this allocation of free exclusive hire, up to two full days or one full day and two half days may be used during the period from 1 November to 31 March, with the balance to be used during the period from 1 April to 31 October, in any year.
- 11.11. Any hire of the Course by the Club beyond this limit shall incur fees at rates determined in accordance with Appendix B of this MOU.
- 11.12. The Club must give notice of any free exclusive hire to the Greens Committee meeting at least one month in advance of the free exclusive hire.
- 11.13. Where the Club hires the Course for half a day only, once the final group in the tournament / inter-club competition has cleared tees 1 and 4, green fee players shall be entitled to play. To help speed up events, multi-tee starts will be encouraged.

12. Course Closure

- 12.1. Closure of the Course and/or limitation of golf cart use due to adverse weather or condition of the Course is the responsibility of the Green Keeper who will advise the Club and Council's representative at the Course of such closures. Where the Green Keeper is unavailable, the responsibility shall fall to the Club during the Club's Saturday Play and Weekday Competitions and to the Council's representative at the Course at all other times.
- 12.2. No person may play on the Course when it is closed under this clause.
- 12.3. The Council's representative at the Course will be responsible for erecting "Course Closed" signs at the Course and advising the Sports Ground Maintenance Supervisor in such an event. When the Council's representative at the Course is unavailable, the responsibility shall fall to the Club.

13. Signage

- 13.1. In accordance with the Lease, the Club requires the written approval of the Council to erect a sign on the Club's clubrooms or the Course as part of any sponsorship deal. In addition, the Club shall pay the Council 10% of funds received by the Club from the sponsor to erect any approved sign (Refer: Council's Naming Rights and Sponsorship Policy for Community Facilities).

14. Coaching

- 14.1. Coaching of the general public may be undertaken by NZPGA qualified coaches provided they have written approval from Council. Any coaching or tuition must not interfere with players on the Course.
- 14.2. The Club may also facilitate the use of the Course by schools and or youth under the supervision of local professional golf coaches. Such coaching and or use by schools is subject to approval by Council in writing at least one month prior to holding the event.

15. Course Maintenance

- 15.1. The Council will carry out required maintenance work for the Course in accordance with industry practice for golf courses as outlined in **Appendix C** to preserve the standard of the Course as at the date of this MOU.
- 15.2. The Club will conduct an annual working bee to maintain its clubrooms and surrounds in a safe and tidy manner. Subject to written approval of the Green Keeper, the Club may also attend to other minor maintenance matters on the Course (such as maintaining and clearing around boundary and hazard pegs and Course signage).
- 15.3. Where the Club wishes to make improvements to the Course, including installation of water fountains, planting or removal of trees, changes to Course layout, or any other alteration or addition to the Course, such improvements must be discussed at a monthly Greens Committee meeting and be approved in writing by Council.

16. Funding and Revenue Targets

- 16.1. The Council has a funding and revenue target for the Course of users meeting a minimum of 50% of the costs of running the Course, with ratepayers meeting the balance.
- 16.2. This funding and revenue target may be changed from time to time by Council.
- 16.3. The Council and the Club shall work jointly together to achieve this target through joint marketing and promotion, monitoring of costs associated with the Course and working to increase usage of the Course and membership of the Club.

17. Marketing

- 17.1. The Council will formulate and implement a marketing and promotion strategy for the Course in consultation with the Club, to be reviewed on a yearly basis as part of the Policy and Performance meeting. An initial strategy is attached as **Appendix D**.
- 17.2. The Council may change or add to the approach to marketing at any time, subject to consultation with the Club.
- 17.3. Marketing may include:
 - a) online advertising through the Club's and the Council's website and social media
 - b) marketing through Council and Club newsletters
 - c) encouragement of local schools to use the Course for junior golf
 - d) running twilight, business house and other tournaments for casual and regular golfers
 - e) any other form of promotion that will encourage use of the Course, positively promote the Course, and is cost effective.
- 17.4. Where appropriate the Club shall encourage multi-use of the Club's clubrooms by other sporting and recreational groups.

18. General

Variations

- 18.1. Any variation to this MOU must be agreed in writing by the parties.

Disputes

- 18.2. If any dispute arises between the Club and the Council, they shall in good faith use all reasonable endeavours to resolve the matter within ten (10) working days. If the dispute cannot be resolved within ten (10) working days, the dispute shall be referred to mediation by a single mediator appointed by the President of the Nelson Branch of the New Zealand Law Society, in which case the parties shall pay their own costs but share equally the cost of the mediator.
- 18.3. If a binding agreement has not been reached as a result of the mediation process, then the dispute shall be referred to a single arbitrator appointed by the President of the Nelson Branch of the New Zealand Law Society. Such arbitration shall be completed in accordance with and subject to the provisions of the Arbitration Act 1996. The decision of the arbitrator (including any decision as to which party shall bear the costs of the arbitration) shall be final and binding on the parties.
- 18.4. Nothing in this clause shall preclude or prevent a party from seeking urgent interlocutory relief.

No Assignment

- 18.5. Neither party may assign their interest under this MOU.

Entire Agreement

- 18.6. This MOU forms the entire agreement. No earlier representation, warranty or agreement in relation to any matter dealt with in this agreement has any force or effect from the date of this agreement.

Health and Safety

- 18.7. The Council shall ensure that all persons entering the Course shall comply with all conditions, laws and the like that may be imposed under the Health and Safety in Employment Act 1992 (or from 2016 the Health and Safety at Work Act 2015) and any other related legislation or laws regarding the health and safety of a person.
- 18.8. The Club (including its officers, members and invitees) will comply with any reasonable obligations imposed by the Council (including Council's representative at the Course) or the Green Keeper regarding the identification and mitigation of hazards and the health and safety of persons on the Course.
- 18.9. The Council will provide to the Club and the Club will comply with the Council's Health and Safety Management Plan in respect of the Course (if any).
- 18.10. The Club will provide to the Council a Health and Safety Plan for tournaments, club competitions, working bees and any other activities conducted by the Club that may give rise to risks to the health and safety of persons on the Course.

Notices

18.11. Any notice, document, request, demand or other communication (“notices”) to be given for the purposes of this MOU must be in writing and may be served personally or sent to the email address provided by either party or such other address as that party may notify in writing, from time to time.

18.12. Notices given:

- a) personally are served upon delivery;
- b) by email are served the next working day after successful transmission (i.e. no message of “unsuccessful delivery” is received by the sender).

Interpretation

18.13. In the interpretation of this agreement:

- a) Reference to any party includes that party’s administrators, successors and permitted assigns (as the case may be);
- b) The singular includes the plural and vice versa;
- c) Words importing one gender include all genders;
- d) References to a month or year are to a calendar month or year respectively;
- e) Any covenant not to do anything shall also constitute an obligation not to suffer, permit, cause or assist any other person to do that thing;
- f) References to persons include individuals, partnerships, firms, associations, corporations and unincorporated bodies of persons, government or semi-government or local body or municipal bodies and agencies or political subdivisions of them in any case whether having separate legal personality or not; and
- g) Any reference to a statute or statutory provision shall be deemed to include any statute or statutory provisions which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and any orders, regulations, instruments or other subordinate legislation.

Signed by:

Waahi Taakaro Golf Club
By its Authorised signatories:

Nelson City Council
By its Authorised Signatories:

Appendix A

Community benefits that the Club brings to the Course

- Club members contribute course access fees to the Council to use the Course, providing a significant and regular source of income. The Council also gets 10% of the income from any approved hole and signage sponsorship the Club attracts. The Club also pays the insurance on its clubrooms.
- Club members are the unofficial custodians of the Course. Many of our older members helped build and develop it and we all have a vested interest in looking after it by doing such things as repairing pitch marks on the green, painting markers, reporting any damage or unruly behaviour and adhering to the rules of the Course.
- The Club actively promotes the Course through Love Golf, a national website run by NZ Golf which is designed to promote the game to both Club members and casual golfers. It also distributes promotional material around the city. Club members also act as Course ambassadors, telling people about the many qualities of the Course and urging them to play it.
- The Club generates green fee business for the Council and the current Pro-shop by encouraging groups to use the Course.
- The Club contributes to the efficient running of the Course by ensuring its members know about and adhere to the Course rules and etiquette
- The Club hosts regional and inter-club tournaments, such as Old Hickory and vets competitions, which can bring in extra income for the Council.
- Club officials are experienced at running tournaments and competitions, such as the annual Maitai Masters in February which attract full fields, good publicity about the Course, sponsorship and some of the region's top young golfers..
- The Club provides a range of services not provided by either the Council or the current Pro-shop. These include clubrooms available for hire for meeting and functions, bar and kitchen facilities, toilets and showers and lockers for storing equipment.
- The Club actively lobbies for improvements to the Course and is prepared to help do the work.
- By promoting the clubrooms as a hub available for use/hire by other sporting and recreational groups, the Club is doing its part to ensure better use of existing facilities and to encourage more people to use the Maitai Valley and visit the golf Course, which can only encourage its usage. This is in line with Council policy.

Appendix B

Course fees for 2016 - 17 year

Green fees

Adult 9 hole	\$18
Adult 18 hole	\$23
Junior	\$7
5 round pass (9 hole)	\$72
5 round pass (18 hole)	\$92
10 round pass (9 hole)	\$140
10 round pass (18 hole)	\$180
20 round pass (9 hole)	\$240
20 round pass (18 hole)	\$300

Course Access fees

	Full year	Seasonal (1 October to 31 March)
Adult (9 & 18 hole)	\$276	\$165
Junior	\$42	\$25

Course Hire fees – Exclusive use

All year:

Monday to Friday

	Winter	Summer (1 October to 31 March)
Half day	\$300	\$500
Full day	\$600	\$1000

Weekends and public holidays

Half day	\$400	\$600
Full day	\$800	\$1200

Course Hire fees – tournament play (12 – 36 players) – non exclusive use

Winter (1 April to 31 October)	\$ 7.70 per person
Summer (1 November to 31 March)	\$ 15.40 per person

Appendix C
Maintenance Standards

Part 1: Relevant extracts from Council's Sportsground Maintenance Contract (EC2697) relating to the Levels of Service for Waahi Takaaro Gold Course.

1. SPORTS TURF

1.1 Mowing

Specific Mowing requirements

- a. Grass clippings will be caught and removed when mowing these playing surfaces;
- Golf greens

(Grass clippings are to be removed from the Sports Ground to an approved compost or rubbish disposal site, except at the Golf Course, where clippings can be spread over rough areas.)

1.2 Mowing Height Standards

The height of grass shall not exceed the following schedules.

- **Maximum Height:** The maximum height to which the grass may grow in millimetres (mm) above firm ground level. (Note; grass maximum height includes seedheads).
- **Minimum Height:** The minimum height in millimetres (mm) above firm ground level to which the grass shall be cut.

The measuring of grass height shall be by the use of a rising disk. This device shall be used to determine the Contractor's performance in relation to the specified standard of mowing.

The mowing height required for playing surfaces will apply to the immediate surrounds.

Golf

Code	Types of Use	Minimum Height (mm)	Maximum Height (mm)
A	Greens	5	7
C	Green surrounds & tees	10	22
D	Fairways	15	40
G	Rough	40	70
J	Fairway river crossings	100	300

Records

- a. The Contractor shall keep accurate records of the number of times mowing is carried out in each Sports Ground, and for each sports surface. These records shall be made available to the Engineer or their representative upon request. The

Contractor shall allow for this under Section 1.16 'Inspections and Reporting'.

- b. The Contractor is also encouraged to comment on the overall condition of the Sports Ground with respect to mowing length, complaints received, turf condition and any fixture treatments that the Contractor deems may be necessary in the future. This is to be included in the Contractor's monthly report.

Performance Standards

Minimum performance standard is greater than 90% compliance of all tasks.

- a. Mowing is within the required length.
- b. Grass clippings and organic debris is removed from fine turf areas. (A,B,C,D)
- c. Mowing cut is clean and uniform.
- d. Turf is mown up to the edge of fixed obstructions.
- e. Turf is mown under moveable obstructions.
- f. No shredded litter exists following the mowing operation.
- g. Grass clippings are removed from surrounding surfaces following the mowing operation.
- h. Trees and other Sports Ground assets are not damaged.

Soil tests at the Golf Course are to be carried out individually on four greens per year on a rotational basis. One green on the course is to be tested annually and used as a monitor green. Fairways and tees are to be tested bi-annually, using a representative sample of these areas.

A copy of all soil test results are to be forwarded to the Engineers representative.

Soil Fertility

- a. Soil fertility & pH levels will be required to be maintained in the range necessary to promote a healthy, hard wearing turf that is appropriate to the type of sports surface. The soils tests carried out bi-annually and will form the basis of any fertiliser programme.
- b. All applications of fertiliser shall be applied uniformly across the playing surface and scheduled so that they are followed by rain or irrigation. Any damage to the turf surface through fertiliser burn or nutrient stress through poor application shall be rectified at the Contractor's expense.

Pests & Diseases

- a. Pests and diseases that effect the health and vigour of the turf grass, or the condition of the playing surface of Sports Grounds will be controlled as necessary. The Engineers preference is to see

cultural control methods be used to control pest and diseases when ever possible.

- b. If pest and disease problems that are unforeseen occur and are not detailed in the six monthly maintenance programme, the Contractor will notify the Engineer or their representative of the problem.
- c. The Contractor will be required to control worms in fine turf areas if they effect the playability of the sports surface. This may apply to croquet greens, golf greens, tees & fairways, cricket blocks and the Saxton Field and Trafalgar Park ovals. Timing of the application will depend on physical evidence of worm casts on the turf surface and weather conditions.
- d. The Contractor shall carry out and note the requirements of Specification Section 1.21 before spraying.

Control of Weeds & Moss

- a. The control of weeds, moss etc will be carried out if the weed, moss etc effect the heath and vigour of the turf grass, the condition of the playing surface, or the player comfort of using a playing surface. The Engineers preference is to see cultural control methods be used to control weeds, moss etc. when ever possible.
- b. Weed species that have a growth rate that is faster than the turf grass may cause the turf height to be above specification. These weeds also cause the playing surface to be uneven.
- c. The control of paspalum and onehunga weed is important to include in any maintenance programme. Equipment working within an area where paspalum is seeding must be cleaned prior to working on each sports ground.
- d. The Contractor shall carry out and note the requirements of Specification Section 1.21 before spraying.

Rolling

- a. Rolling will be required to provide a smooth playing surface appropriate to the specific sports code. Rolling will be required during the playing season to ensure a flat playing surface, with minimum compaction.
- b. Following periods of sustained field use in wet conditions rolling will be required as soon as ground conditions are deemed suitable for the machinery to proceed without damage occurring to the playing surface.

Topdressing and Overseeding

- a. Topdressing and overseeding will be required. The Contractor shall ensure that all subsidence or holes are topdressed as they appear in order to maintain a safe surface. This work shall include the repair, topdressing and oversowing of goal mouths, penalty areas and other areas where the turf cover has diminished through wear.

- b. The Contractor shall fill all holes with a high quality screened top soil. The areas shall be filled proud and raked smooth.

General Performance Standards

Minimum performance standard is greater than 90% compliance of all tasks.

- a. A detailed six month programme of turf care works is prepared.
- b. Healthy, well maintained turf.
- c. Even, dense cover of turf.
- d. The preferred turf provides a 95% cover of the playing surfaces, evenly spread over the playing area at the beginning of each season.
- e. The preferred turf provides a 80% cover of the outfield area at all times.
- f. The preferred turf cover required for the playing surface will apply to the surrounds of the various Sports Grounds.
- g. Mowing equipment is cleaned during the paspalum seeding period and prior to working on each sports ground.
- h. A smooth playing surface is maintained.

1.3 Specific Sports Turf Requirements

Golf Course

Greens & surrounds

The standard of a Golf Course is judged by the quality of its greens. The turf on a green is to be maintained so that the sward provides a consistent smooth texture and the required ball speed.

- a. Irrigation shall be carried out regularly and be adequate to maintain healthy grass growth, with out water logging or causing surface water on the green.

(Water is supplied to a pop up irrigation system via a pump and well in the Maitai River. The irrigation system and pump is covered under section 10)

- b. The location of hole cups shall be changed weekly, and pins rotated daily during the week to prevent excessive wear and compaction of the green.
- c. Irrigation shall be carried out regularly and be adequate to maintain healthy grass growth, with out water logging or causing surface water on the green.

- d. The speed of a ball on the green shall have a stimp meter reading of between 6 – 8.5 feet.
- e. Removal of dew is to be carried out daily as required.

Tees

Tees are subject to a high level of wear and will require regular repairs out side the periods of renovation.

- a. Irrigation shall be carried regularly and be adequate to maintain healthy grass growth.
- b. The location of tee markers shall be moved regularly to spread the wear of a tee.
- c. Standard scratch blocks shall be maintained so they are clearly visible.

Fairways

- a. Where fairways cross rivers, streams or water hazards the grass on the banks is to be cut regularly. This is to facilitate ball recovery.
- b. Distance markers shall be maintained so they are clearly visible

Golf Course - Other

Markers and fixtures of various types; distance, out of bounds, tees and pins etc, shall be maintained so that they are clearly visible.

Bunkers

- a. Bunkers are to be maintained free of organic material and are to be loosened and raked smooth twice a week.
- b. Sand shall be spread evenly within the bunker. Additional sand of the same type as existing will be required to be added to the bunker as necessary.

General Performance Standards

Minimum performance standard is greater than 90% compliance of all tasks.

- a. Golf greens have a smooth consistent texture and with the required ball speed.
- b. Golf tees have not less than 90% turf cover.
- c. Wear & divot areas on Golf tees are top soiled and reseeded.

1.4 Sports Services: Performance Standards

- a. Golf sand bunkers are maintained free of organic matter and the sand is spread evenly.

Part 2: Relevant extracts from Waahi Taakaro Golf Club lease.

- 8.1 The Lessee shall at the Lessee's expense keep and maintain all building, fences delineating the boundaries of the property, gates, structures and other facilities on the property in good order repairing conditions.
- 8.2 Without limiting clause 8.1, the Lessee shall punctually at the Lessee's expense:
- (a) Ensure that all routine wastes place daily in suitable receptacles and any excess waste and rubbish is removed from the property;
 - (b) Make good any damage to any part of the property caused by the Lessee or persons under control of the Lessee;
 - (c) Replace all glass on the property broken by the Lessee or persons under the control of the Lessee;
 - (d) Replace all damaged or non-operative light globes, tubes and fittings within the property;
 - (e) Take any steps necessary to control any pest infestation occurring or emanating from within the property;
 - (f) Repair or where appropriate replace heating, lighting, electrical or plumbing fittings installed in the property broken or damaged by the Lessee or persons under control of the Lessee;
 - (g) Keep in good order, repair and condition all storm water and sewer drains serving all buildings for the time being erected upon the property and any connections from such drains to public drains;
 - (h) If called upon the Lessor paint in a proper and workman like manner the whole or part of any buildings erected on the property;
 - (i) Comply with any notices or orders which may be given by any competent authority in respect of the property and any buildings or structures on the property or their use by the Lessee and shall keep the Lease for indemnified and respect of all such matters;
 - (j) Prevent the growth or spread of gorse, broom, sweep briar and other noxious weeds or plants upon the property and shall keep the property free from rabbits and other vermin;
 - (k) Keep the property tidy at the Lessee's expense;
 - (l) Faithfully observe all fire restrictions imposed by competent authorities in the area surrounding the property and will not burn on the property without the Lessor's consent in writing being first obtained;
 - (m) Keep any grass on the land regularly mowed and the grounds in a tidy conditions;
 - (n) Cut and trim all live fences and hedges upon the property and keep open all creeks, drains, ditches and water Courses upon the property including any drains, ditches and water Courses constructed after the commencement date;
 - (o) Keep in good order, repair and condition the pipes on the property and bring water from the Maitai River to the clubhouse and accommodation on the property
- 8.3 The Lessee shall:
- (a) Not plant any tree or shrub on the property without the prior consent of the Lessor;
 - (b) Not cut down, damage, remove or in any way interfere with any trees or shrubs on the property without the prior written consent of the Lessor;
 - (c) Other than approved fireplace pursuant to the Building Act 1991 and its regulations, not light or permit any fires to be lit on the property without the prior written consent of the Lessor.

Appendix D Sample Marketing Plan

Objective:

To market and promote the unique features and benefits of the Course and the Club with the objective of increasing Course usage and club membership thereby providing the revenue necessary to assist in running and improving the Course, the club and its facilities.

Aims:

- To increase Course usage.
- To increase green fee revenue.
- To increase club membership.
- To increase female club membership.
- To increase junior club membership.
- To increase usage of the Club's clubrooms and facilities by making it a sporting and recreational hub for the Maitai Valley.

How

- Use of a daily booking system with defined windows for club competition to ensure efficient management of players on the Course and to maximise playing opportunities
- All players being made aware of Course rules/etiquette by the Council representative at the Course (currently the Pro Shop Contractor) and the Club they are expected to follow thereby aiding the smooth flow of play and everyone's enjoyment.
- Pro shop staff to adopt a professional & welcoming approach in dealing with all players, including clean & tidy premises and modern equipment to hire
- Targeted discount offers to encourage more local people to play golf.
- Replacement of council seasonal tickets for non-club members with concession cards for a set number of rounds
- Club to embark on comprehensive, multi-platform campaign to increase membership, using its own members and involving but not restricted to web sites, printed and social media, mail outs, posters/leaflets, signage, open days, junior coaching programme, incentives to encourage women, subscription specials, approaches to other sports clubs/businesses etc
- Club to promote/advertise its clubrooms for hire/use by other sporting groups, and update its facilities to make it more attractive to them
- Council representative at the Course and/or Club to explore demand for summer twilight/business house/holiday competitions and other tournaments for casual and regular golfers
- The Council to update/expand its website/social media to better promote the Course, including fresh photos, testimonial quotes, links to the club and to other websites such as What's On etc – club can help here
- The Council to update its Course brochure/pamphlet and make sure it is widely distributed at visitor centres/ motels/hotels and other high-use public places – club can help here
- The Council to use its Live Nelson newsletter to regularly promote the Course
- The Council to regularly review its marketing/promotion budget for the Course
- The Club to hold an annual open day/weekend on the Course, and to jointly promote the Course at appropriate city/regional events
- The Council to investigate the use of a sign written vehicle(s) to promote the Course

- The Council to promote Course/club to its own staff (special rate?) and the gold card holders (green fee discount)
- Investigate development of corporate membership packages/deals