

SPORT CLUB JOINT VENTURE GUIDE

A Resource for Sport Clubs, RSO's, RST's and Local Authorities

Sport Club Joint Ventures

SPARC

Sport partnerships and joint ventures

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TABLE OF CONTENT

Content	2		
Summary of Sections	3		
Introduction	4		
Flow Chart of Process	6		
Glossary	7		
1.0 Preliminary	8		
1.1 Sport Club Quality Mark	9		
1.2 Trends	14		
1.3 Options/Solutions	15		
1.4 Types of Joint Venture	16		
1.5 Benefits/Costs	17		
1.6 Potential Option Statement	18		
2.0 Readiness	19		
2.1 Introduction	19		
2.2 Readiness Factors Test	20		
2.3 Critical Success Factors	22		
2.4 Readiness Decision	24		
2.5 Joint Venture Facilitator	25		
3.0 Action Plan	27		
3.1 Internal Club Analysis	28		
3.2 External Club Analysis	30		
3.3 Decision Process	32		
3.4 Vision & Strategic Plan	34		
3.5 Project Plan	35		
		SUPPORTING INFORMATION	38
		4.0 Constitutions, Polices & Contracts	40
		4.1 Constitution	40
		4.2 Contract	45
		4.3 Affiliation Document	48
		5.0 Communications and Consultation	50
		5.1 Communication Skills	50
		5.2 Meeting Process	51
		5.3 Negotiating	54
		6.0 Volunteers and Human Resources	59
		6.1 Facilitator Decision Chart	59
		6.2 Facilitator Job Description	60
		6.3 Performance Indicators (Facilitator/committee)	62
		6.4 Case Study Mentoring	63
		6.5 Volunteer Management	63
		6.6 Governance Models	66
		7.0 Joint Venture Resources	69
		7.1 Strategic Issues	69
		7.2 Sport Club Joint Venture Case Studies	72
		7.3 Legal Entity Options	75
		7.4 Resource Management	76
		7.5 Sport Facility Development	82
		8.0 Financial Resources	84

SPORT CLUB JOINT VENTURE GUIDE

Summary of Sections:

Sport Club Joint Venture Guide

	PAGE
Section 1.0 Preliminary	8
Section 2.0 Readiness	19
Section 3.0 Action Plan	27

Supporting Information

	PAGE
Constitutions Policies and Contracts	40
Communication and Consultation Resources	50
Volunteers and Human Resources	59
Joint Venture Resources	69
Financial Resources	84
Templates	
Model Constitution	86
Facilitator Job Description	93
Questionnaires	97

Introduction

Substantial research points to the need for partnerships in sport to sustain sporting clubs into the new millennium. Key economic, social and political indicators tell us that traditional amateur sport is in decline as it loses ground to newer individualized trendy pastimes. Sport must adapt to these changes. This guide on Sport Club Joint Ventures is designed to allow your club to explore a range of innovative solutions to the problems facing sport clubs in NZ at the present time. The general principles in this guide can lead to spectacular success and be beneficial to your club's long term survival.

This resource is a guide to allow your club to consider how best to move into the future.

It builds on the work started by the Hillary Commission, recently superceded by Sport and Recreation New Zealand (SPARC) in a discussion document of Feb 2000 on 'Sportsville' which has as its central vision a future where sports club's amalgamate to form strong collectives much the same as happens in many rural sporting communities.

This guide considers sport club joint ventures, what they are, and how to go about achieving one.

The material is structured into 3 sections, each section is a distillation of ideas, case studies, approaches and strategies from various sources.

The first sections is a **PRELIMINARY** analysis of the club's wellbeing'. It should be completed by someone on your club committee, and is a process that will put the position of the club into a simple understandable format.

How does it look?

As a club committee you are in the best position to decide if you need to take any action and an analysis of the health of your club will help you with this decision making.

The guide takes you through the process and offers several joint venture options.

The second section **READINESS** should also be completed by the club committee and is designed to give you an idea of what strengths you have and what opportunities

there are for partnership. You may at this point agree that you need to look at alternative ways of improving your club other than sport club joint ventures, or you may agree that further work needs to be done to prepare you for a future amalgamation and/or partnership. Both of these are worthwhile outcomes of this process.

If you decide to proceed with some form of joint venture you should at this point identify a **Facilitator**. There is information on how to do this at the end of the **READINESS** section and in the **Supporting Information** section.

Section three of the guide, **ACTION PLAN** is designed to help you understand clearly your joint venture and partnership solutions, what your club members and other stakeholders (Regional Sport Bodies, Sports Trust, Local Residents and Local Council) say and what benefits might accrue from various options. It provides a stepped process for clarifying your club goals, identifying opportunities, making decisions and how to turn ideas into action. This section should be completed by your Joint Venture **Facilitator** in conjunction with a steering committee made up of stakeholders of the club/s.

The **ACTION PLAN** provides a step by step process for carrying out a joint venture, including how best to plan it and what action steps to take to implement it.

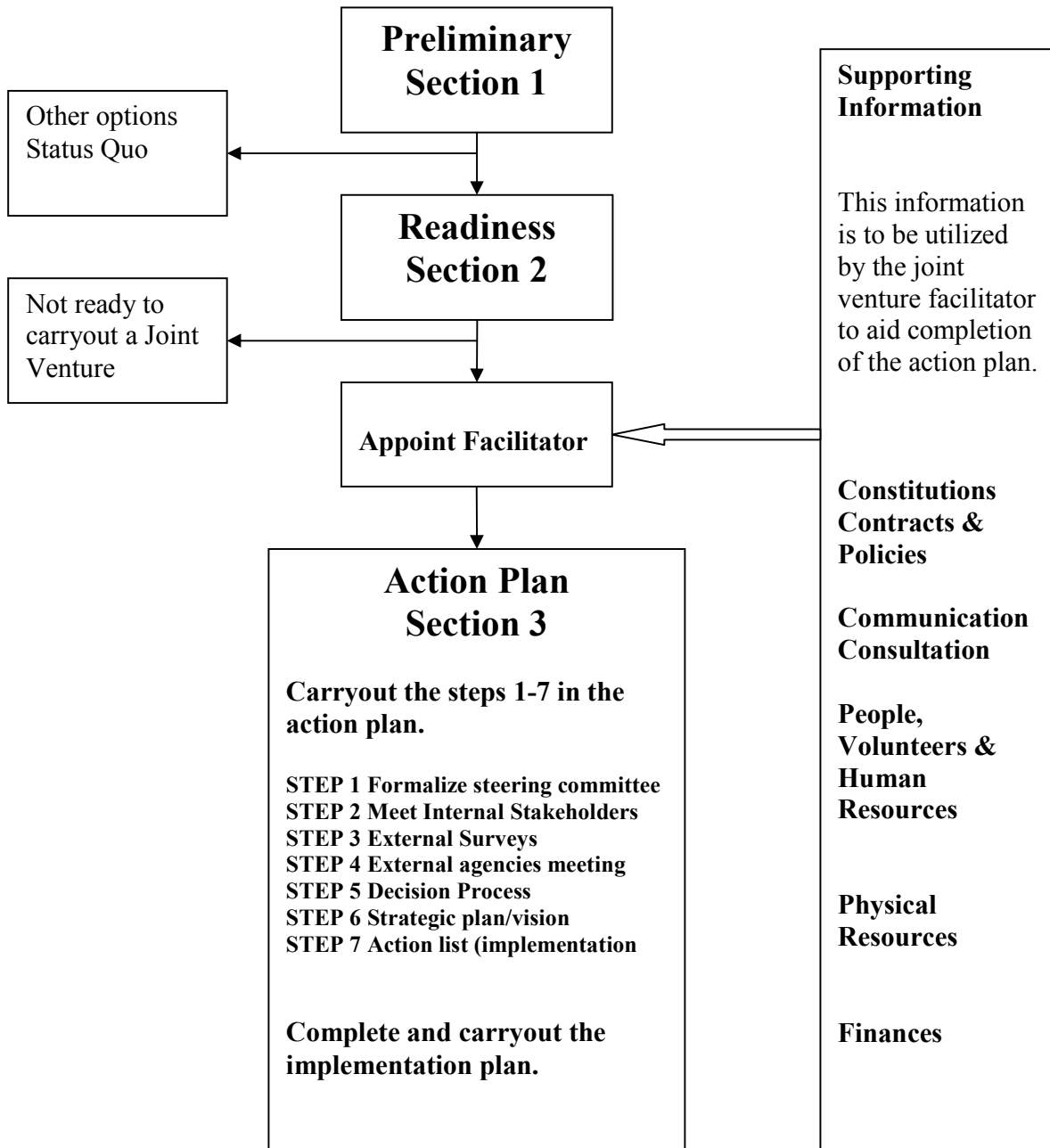
The final section contains **Supporting Information** deemed to be important and useful to the **Facilitator** in assisting with Sport Club Joint Ventures.

The **Supporting Information** section has resource material specifically targeted at the **Facilitator** with a detailed process for carrying out the various meetings, discussions and processes needed both inside and outside the club, including case studies to help provide examples of inter-club negotiations, and resolution of potential disputes.

Other supporting information is provided on contracts, constitutions, facility development, legal and financial issues, which can provide the basis of documentation for the future.

Read the guide carefully. You should start by working through the **PRELIMINARY** section before taking the next steps toward a possible exciting new future for your club.

Figure 1. FLOW CHART OF JOINT VENTURE PROCESS



Glossary

Concepts

Sport Club Joint Venture

A sport club joint venture is a grouping together of sporting clubs in various configurations with the desired purpose of improving effectiveness and efficiencies in operation and function.

Strategic Management Process

A set of actions used to formulate and implement strategies that will provide a competitively superior advantage for your sport club into the future. Strategic management starts with a problem statement, followed by a situation analysis, redefinition of vision, mission and goals and strategy formulation and implementation which will allow goals to be achieved over a stated period in incremental steps.

Various forms of joint venture

Amalgamation:

Clubs (different or same code) joining together into one club with all constitutions superseded by one new constitutional entity.

Partnership

Clubs (different or same code, sport or non-sporting organisations) working together under one banner but with separate constitutions. There can be commercial or non-commercial partnerships.

Stand Alone – single purpose club in own or leased building on park or private land.

Greenfield's

Clubs joining together in shared facility, in new venture under Local Authority control.

Sports Mall and Cluster Theory (partnership terms used in some case material)

Refers to the bringing together of like minded sporting organisations into one centralized location. To get as many activities under one roof, a 'mall of sports' similar in function to the retail shopping mall complex. Also referred to as 'cluster theory' meaning that a 'Cluster' of organisations (sports clubs and others) work toward common goals.

SWOT Analysis

A SWOT is an analysis of internal organisation (Sport Club) strengths and weaknesses and a parallel analysis of organisational threats and weaknesses in relation to the external environment in which it operates.

Organisational Terminology

R.S.T.	Regional Sport Trust (e.g. Sport Canterbury)
R.S.O.	Regional Sport Organisation (e.g. Canterbury Basketball Association)
N.S.O.	National Sport Organisation (e.g. New Zealand Cricket)
L/A.	Local Authority

Section 1.0

PRELIMINARY

This section should be completed by members of your club committee and other interested members. It helps you understand your current club in terms of strengths and weaknesses and identifies issues that may be of particular relevance to your club's current and future situation.

Be prepared to undertake some hard and honest self analysis in this process. We have tried to make the process as easy as possible but it still requires that you review the information and carefully consider the current & future club position. Should you decide to proceed there will be considerable work for some club members to ensure this process is completed successfully.

Your first challenge is to complete a Sports Club Quality Mark on the next 6 pages. It will help you understand your current club position and consider trends that may impact upon you and your members.

1.1 SPORTS CLUB QUALITY MARK

Current Club Position Analysis

Healthy Sports Clubs

Introduction

This template has been developed by the Christchurch City Council and Sport Canterbury to make it easier for clubs to assess the “health” of their club- to us a healthy club is one that is well managed and financially viable and provides a safe and healthy environment for players, coaches, officials and spectators.

This **Sports Club Quality Mark** can be used to promote your club to members, potential members, the community, funders and sponsors and other stakeholders.

What is a Healthy Club?

A Healthy Club is a club that is one that is well managed and provides a healthy, challenging and safe environment for players, coaches, officials and spectators. We have identified the following factors as indicators of the health of a club. (Note: Health related questions are not included in this version of the Sports Club Quality Mark).

Health

Smokefree/Auahi Kore
Alcohol & Other Drugs
Injury prevention
Healthy Food Choices
Sexual Health
Sunsmart
Blood borne illness

Administration

Planning
Health and safety
Financial Planning and Resources
Leadership
Communication with members
School links and volunteers
Coaches

Guidelines

Chart 1. Sports Club Quality Mark

Quality Mark component	Criteria	Points	Evidence	Self assessment
Planning	1. Does the club have a current long-term/strategic plan?	1 point	Copy of long-term/strategic plan	
	2. Is the club's long-term/strategic plan regularly referred to in making decisions?	2 points	Committee meeting notes from the previous year showing reference to long-term/strategic plan.	
	3. Is the club's long-term/strategic plan regularly reviewed and updated?	3 points	Details of reviews and review periods.	
Health and Safety	1. Does the club have a health and safety plan for its major activities and facilities?	1 point	Copy of health and safety plan	
	2. Is the club's health and safety plan regularly referred to in making decisions and are all the relevant people aware of it?	2 points	Committee meeting notes from the previous year showing reference to health and safety plan.	
	3. Is the club's health and safety plan regularly reviewed and updated?	3 points	Evidence that relevant coaches, managers and officials have copies of the health and safety plan. Details of reviews and review periods.	

Financial Planning	1. Is an annual budget for the club prepared?	1 point	Copy of last annual budget	
	2. Is maintenance of major club equipment/facilities planned and budgeted for a year or more in advance?	2 points	Copy of equipment/facilities maintenance plans and budgets.	
	3. Is the replacement of major club equipment/facilities budgeted for over several years?	3 points	Copy of equipment/facilities replacement plans and budgets.	
Financial Resources	What is the club's profit or loss as a percentage of annual turnover for the last three years?	1 point	Annual financial accounts	
		2 points	Annual financial accounts	
		3 points	Annual financial accounts	
Cont'd	1. Reserves (liquid assets) per club member – level 1	1 point	Annual financial accounts	
	2. Reserves (liquid assets) per club member – level 2	2 points	Annual financial accounts	
	3. Reserves (liquid assets) per club member – level 3	3 points	Annual financial accounts	
Leadership	1. Are all positions on the committee filled?	1 point	List of positions and position holders.	
	2. Are a significant majority of committee meetings attended by position holders?	2 points	Attendance notes for committee meetings over the last year.	
	3. Are job descriptions prepared and up to date for each position?	3 points	Copies of Job Descriptions and date of last update.	

<p>Communication with Members</p>	<ol style="list-style-type: none"> 1. Does the club have an up to date list of members' names and contact details? 2. Does the club report its performance and activities to its members on a regular basis? 3. Does the club seek feedback from members on their satisfaction and expectations adequately? 	<p>1 point</p> <p>2 points</p> <p>3 points</p>	<p>Copy of list.</p> <p>Details of how performance is reported. Copies of reports, newsletters etc</p> <p>Details of how club members satisfaction/expectation is sought.</p>	
<p>Working with Association</p> <p>Is the club affiliated to a regional association?</p> <p>If 'no' go on to the next question If 'yes' assess for level of involvement</p>	<ol style="list-style-type: none"> 1. Did the club have representation at the last Association AGM or other General Meetings during the year? 2. Does the club communicate (two ways) regularly with the Association's personnel? 3. Does the club regularly respond to requests and offers from the association or work actively to contribute to the Association's initiatives? 	<p>1 point</p> <p>2 points</p> <p>3 points</p>	<p>Minutes of AGM.</p> <p>Copies of correspondence, e-mails etc</p> <p>Provide details.</p>	
<p>School Links</p>	<ol style="list-style-type: none"> 1. Does the club provide written information to schools in area? 2. Does the club makes telephone or face to face contact with staff at local school(s)? 3. Does the club either; Coach students at a local school? Or Visit the local school to talk to students? Or Run try-it sessions at a local school? Or Have local school(s) using club facilities? 	<p>1 point</p> <p>2 points</p> <p>3 points</p>	<p>Copy of written information.</p> <p>Names of school staff contacted.</p> <p>Provide details.</p>	
<p>Volunteers</p>	<ol style="list-style-type: none"> 1. Are club volunteers recognised for their efforts in writing? 2. Do volunteers receive rewards through e.g. the allocation of clothing, provision of meal or petrol vouchers, tickets to special functions? 	<p>1 point</p> <p>2 points</p>	<p>Copies of letters, publications etc</p> <p>Details of rewards provided.</p>	

	3. Does the club have a volunteer of the year award or volunteer recognition funding?	3 points	Details of winners of volunteer of the year award recipients or volunteer recognition funding.	
Vol's cont'd	1. Are all volunteer positions filled?	1 point	Details of volunteer positions and position holders.	
	2. Does the club have more than one person volunteering for each position?	2 points	Details of people who volunteered for positions.	
	3. Are all volunteer positions filled by people with appropriate knowledge and skills?	3 points	Details of volunteer position holders knowledge and experience.	
Coaches	1. Are all identified coaching positions in the club filled?	1 point	Details of coaching positions and position holders.	
	2. Do club coaches all have relevant coaching qualifications or long standing coaching experience?	2 points	Details of coaches qualifications and experience.	
	3. Does the club provide opportunities for coaches to undertake further training and/or each coach have a training and development plan and/or each coach receive mentoring from a senior coach?	3 points	Details of training opportunities offered to coaches. Copies of coaches training and development plans. Details of coach mentors work.	

1.2 Trends

Chart 2. Trends in Sport (see Supporting Information Strategic Issues/Trends p 69-70 for specific trends in sport joint ventures)

General Trends	Issues and Potential Solutions	Do these trends impact on you club/s? (make comment in boxes provided)
FEWER VOLUNTEERS Increased two and single income families is reducing the availability of parents to volunteer	Clubs cite lack of administrators as a major hurdle to the development and survival of their organisations. Becoming bigger and offering a structured programme of volunteer benefits would help	
INCREASED COMPETITION A wider range of active recreation and leisure means competition for participants across a broader range of activities	Sport and active leisure groups compete for people's discretionary time, pay to play and trendy/extreme sport are gaining members Put resources into flexible opportunities, offer social alternatives. Link with newer sporting organisations	
REDUCED TIME Increased pace of life, increased emphasis on maximizing value for time, working bees and refereeing are less likely	We need to put greater emphasis in providing value for time spent by singling out short term projects and by making access to leisure activities convenient	
FACILITIES EXPECTATIONS Customers demand better quality sport facilities and programmes. Local Authorities require clubs to maintain buildings	The clubrooms and the sport facility need to be of a high quality and not all clubs can afford to upgrade. We need to consolidate venues, reduce costs and make these facilities multi-use.	
Opportunities		
STRATEGIC JOINT VENTURES Strategic Partnerships and joint ventures are becoming common and are one way sport clubs will flourish in the future	There is increasing evidence of joint ventures, amalgamations and other strategic partnerships and alliances, where a number of parties either combine or operate close to each other for mutual benefit.	
Threats		
LACK OF EXPERTISE Lack of club expertise (managerial) to grasp opportunities and to negotiate successful partnerships with others	There needs to be more business structure in sporting clubs, where there is separation of governance from operations and where people with expertise are appointed not elected to ensure best possible knowledge at governance level. Where the right expertise, accounting, legal, marketing etc is applied.	
CLUB TOO SMALL One key threat to a clubs existence will be its size in terms of numbers in all categories, juniors, seniors, volunteers, administrators, social members	Economies of scale suggest that if a club is big enough it can operate a structure which separates governance from management, and it can also afford administrative structures that increase viability of membership, physical and human resources	

1.3 Options/solutions for your club at present.

The sports club quality mark provides valuable information for your club. Consider the sports club quality mark information along with your comments in the trends section (previous page) then ask, what issues might your club be facing? Please take the time here to consider options and potential solutions for your clubs future.

(You will be asked to choose one option on page 18)

Figure 2. Options/Solutions

1. Continue as is (status quo)

If you believe that your club is operating successfully in the current environment, plans for its future and that this is supported by findings within the sport club quality mark, then you may choose to continue with the status quo. You may choose to read this document to find out if there are other avenues for you to consider or build on the good work being done..

2 Restructure the Club

Many clubs are reportedly finding it difficult to maintain financial viability. If you are one of these clubs you need to look at some options to help you clarify your future direction. Options include:

- **Review governance/structure issues internally**
- **Strategic Planning (Your R.S.T. can help you)**

3 Wind up the club

This option is drastic but it may be the most viable. There are provisions for transferring assets and equipment within the Registrar of Incorporated Societies Act. It may be that your club is forced into this option as a result of its declining membership and financial health and lack of other viable options.

4 Investigate a Joint Venture

The rest of this book outlines the process for investigating a range of potential joint ventures. The next few pages outline the possibilities and potential benefits to be gained from following this approach.
(see types of joint ventures over the page)

1.4 Types of Joint Venture

Figure 3 outlines the range of possible joint ventures. Take the time to consider them and read the case studies in the Supporting Information section of the guide. Which of these might suit your clubs needs?

Figure 3. Joint Venture Options

Types	Examples
<p>AMALGAMATIONS (One constitution)</p> <p>Clubs of <i>same code</i> joining together in one or more shared facilities</p> <p>Clubs of <i>different codes</i> joining together in one or more shared facilities</p>	<p>H.S.O.Boys and Burnside Hockey clubs joining into one club in a single facility</p> <p>Canterbury Gym Sports Gymnastics (artistic and rhythmic) joining with trampoline and aerobics to form a new single entity club with a new constitution</p> <p>.....</p> <p>Marist Combined Sports Club, Palmerston North, a combination of 12 clubs, sharing a facility with separate constitutions and an umbrella constitution. All working together in a collective structure. (This club is extremely approachable with respect to strategic partnerships).</p> <p>.....</p>
<p>PARTNERSHIPS (Non Commercial) (Separate constitutions/contracts)</p> <p>“clusters of clubs” without building tenure or ownership</p> <p>‘clusters’ of <i>clubs</i> sharing privately owned facilities, buildings and resources</p> <p>‘clusters’ of <i>organisations including sports club/s</i> sharing facilities, fields, buildings and resources. (mix of ownership public/private)</p>	<p>.....</p> <p>Millenium Institute – Auckland’s North Shore. Water-polo, Swimming and Athletics consolidating into one facility with shared admin, marketing while retaining autonomy</p> <p>Altone Park, Stirling Western Australia, combination of hockey, cricket, football linked to sports fields/pavilion, a public library, and a multi-sport recreation centre.</p>
<p>PARTNERSHIPS (Commercial)</p> <p>Mergers, joint ventures, clusters, and partnerships mainly of a commercial nature with specific sponsorship/financial partners</p>	<p>Christchurch Rugby Club, Christchurch Park. The Christchurch Rugby Club has combined a private ground with commercial operators in Physiotherapy, accommodation and restaurant representing partnerships between Commercial and Voluntary Sectors. C.R.C. has financial backing from overseas investors</p>
<p>GREENFIELDS</p> <p>‘clusters’ of clubs sharing a new purpose built facility</p>	<p>Waipuna Sports Club, Tauranga, centralised sports building on a new reserve with 5 sporting codes sharing a Council provided facility</p>

1.5 Benefits/Costs

Benefits are the key driver toward sport club joint ventures. There are, however, some issues that have been reported and that you should consider before proceeding down this track.

Figure 4. Benefits/Costs of Joint Venture

Benefits of Joint Ventures	Potential Benefit
Financial	Cost saving Shared maintenance costs Increased sponsorship Better value for subscriptions
Facilities	Potential to improved usage and quality of facilities including: change rooms; lounges; restaurants; and bar. Reinvestment back into facilities
Membership	Maintain/increase internal members Attract joint members from other codes Increased member satisfaction
Administration	Professional management One large comprehensive committee for all Better structures Improved communication Increase in volunteer base
Social	More diverse social programme
Competition	Maintain competitive strength, expand base of members
Disadvantages of Joint Ventures	Potential Disadvantages
Identity	Loss of autonomy If you are amalgamating you may lose your identity in the role up of the new entity
History and Tradition	Loss of history and tradition Some of the history of the club and the goodwill it has had may be lost
Resources	Unequal contributions At the inception of a joint venture there will always be unequal contributions as clubs connect/combine. Some clubs will have more to lose. (issues of gifted property or facilities)
Competition	Reduced number of clubs for regional/senior competition. It may be that partnerships and amalgamations will result in a reduction of numbers of clubs in leagues and regional competitions.

1.6 Potential Options Statement.

Having reviewed the health of your club, identified some key issues facing clubs and considered some of the benefits/disadvantages of sport club joint ventures, list below your best assessment of the right option for your clubs future.

Chart 3. Club Opportunities

OPTION (refer back to 1.2 Opportunities/Solutions chart)	Tick Box
1. Continue as is (status quo)	<input type="checkbox"/>
2. Improve the quality of the clubs operation <ul style="list-style-type: none"> • Review governance/structure issues internally • Strategic Planning 	<input type="checkbox"/>
3. Wind up the Club	<input type="checkbox"/>
4. Investigate a Joint Venture	<input type="checkbox"/>
<p>Opportunities facing our club at present. (A written statement of where you believe your club to be at present in regard to a potential joint venture arrangement)</p>	

Section 2.0

READINESS

2.1 Introduction.

There are a number of key indicators of a clubs readiness to consider the process of sport club joint venture and partnership. Perhaps the single most important factor is a realization that there is a need for change, or that there are opportunities yet unexplored by the club. Another important consideration may be that the club cannot continue to compete against the greater resources of other combined or better organized clubs or against a dwindling membership. Alternatively it may be that the club is becoming so successful that the club needs to grow.

An ability to understand the need for change is half the battle won, but there are other important considerations.

Club joint venture research carried out in Christchurch by Sport Canterbury on behalf of the Christchurch City Council identified a number of key factors that determine the general readiness of a club to consider a joint venture. This research is important if we consider the considerable inertia often required to move a club from, a recognised yet slightly uncomfortable feeling of decline, to a radical shake up of the kind proposed in joint venture and partnership.

These readiness factors are listed along with a simple checklist against which to rate your club. We have also included an analysis of the critical success factors that are likely to bring you success should they be present when you pursue a joint venture option such as partnership or amalgamation.

To complete these tests we suggest you review the various types of joint venture and consider carefully potential partners. This will help you fully identify the options available and your readiness to proceed.

2.2 Readiness Factors Test.

Definition of Readiness:

Aspects of the clubs environment and/or performance that indicate a readiness (need) for the club to consider a joint venture with another club. Assess by rating if the statements 1-10 are true and if they are influential factors for your clubs readiness.

Key (put number in chart 4, p21)

1= Not true
2= True but not influential
3= Some truth and may be influential
4= True and may be influential
5= True and influential

1. Our club has a positive attitude to the idea of working with and sharing resources with others in some form of partnership. (1 to 5)
2. Our club is O.K. at the moment but we can see that we will have to adapt (change) to be successful in the future. (1 to 5)

There are many indicators which suggest changes in society will impact on clubs, changes in economic circumstances, working hours and part-time work, attitudes to sport and the diversity of sporting opportunities now available, health and safety and compliance requirements are some of these.

3. Our club is located near other clubs. (1 to 5)

Successful joint venture is facilitated by the amalgamating entities being in close proximity to each other. It was perceived as being a barrier to move too far because this would lead to a loss of traditional catchment area (or change/encroachment on others patch) loss of club school links, loss of sponsors, lost cohesion across the code as determined by the Regional Sports Organisation (R.S.O.).

4. Our facilities are of a poor standard and they seem to be getting worse. (1 to 5)

Joint venture research indicates that one key benefit sought by clubs was improvements to existing facilities. Clubs with quality well looked after facilities are less likely to be ready themselves to amalgamate. If your club is one of these you might seek to strengthen your position by bringing others under your roof.

5. The playing fields/venues are not appropriate as our Club is not well sited on the playing fields. (1 to 5)

Club location in relation to their allocated playing fields is important to club members. Sites where club members can view club play are seen to be ideal. It becomes difficult to attract club members back to clubrooms situated away from the area of play. It is therefore often a key readiness factor for clubs to amalgamate with other clubs more appropriately placed near fields.

6. Our Club is in a strong/weak financial position. (Sport Club Quality Mark) (1 to 5)

Clubs which are struggling financially due to reduced membership, increased costs associated with building maintenance, and/or reduced financial support from traditional revenue streams need to consider seriously how best to meet ongoing costs. Joint venture becomes a potential solution. Readiness could be on the basis of club survival needs and economic sustainability. Clubs in a good financial position may also see merit in partnership.

7. Our club has experienced decline in junior membership over the past 3-5 years. (1 to 5)

8. Our club has experienced considerable decline in senior membership over the past 3-5 years. (1 to 5)

Membership stagnation is a very real threat to club viability. It could be the result of the encroachment of, or success of, other clubs in the catchment area, or of management factors leading to the success of other clubs. As a result this club may be ready to concede and seek joint venture with another club to boost their collective membership.

9. Our club is short on volunteers and administrative assistance generally. (1 to 5)

Clubs are ready to consider joint venture if they have a substantially reduced pool of volunteers to assist in club functioning in the many areas of need (coaches, administrators, umpires, committee members).

10. Our club is under external pressure to consider joint venture options and partnerships. (1 to 5)

Clubs can be put under pressure by their Regional Sport Organisation (R.S.O's), their financial backers(sponsors, Community Trusts, local Authorities), own members and other clubs to consider joint venture options as viable solutions to their current situations.

Chart 4. Readiness Scores

Summary of readiness to enter into Joint venture/Partnership

	Instrument	Scoring system	Actual Score
	Readiness Chart	Circle One	
1	Club positive attitude	1 2 3 4 5	
2	Club O.K.	1 2 3 4 5	
3	Clubs close	1 2 3 4 5	
4	Poor facilities	1 2 3 4 5	
5	Poor siting on fields	1 2 3 4 5	
6	Financial position	1 2 3 4 5	
7	Junior membership decline	1 2 3 4 5	
8	Senior membership decline	1 2 3 4 5	
9	Fewer volunteers	1 2 3 4 5	
10	Pressure to combine	1 2 3 4 5	
TOTAL SCORE			/50%
Transfer this score to the Chart 7 on page 24			

2.3 Critical Success Factors Test.

Some of the questions in this test require that you have considered possibilities for a joint venture partner. You will need to have an understanding of your likely financial and cultural compatibility with these potential joint venture partner/s and how your club is placed according to these success factors

Definition:

Key attributes of the club culture, environment and management process that previous research indicates are factors most likely to determine whether joint ventures will be successful.

Key (Put numbers in Chart 5, p 23)

1=No evidence/support for this statement
2=Some evidence/support for this statement
3=Sufficient evidence/support for this statement
4=Substantial evidence/support for this statement
5=Strong evidence/support for this statement

- 1 Our Club is strong internally with a good team spirit and much pride in our achievements. (1 to 5)

Clubs where there is a sense of cohesiveness (collective purpose and understanding) are better able to change and respond to complex factors in the external environment (e.g. changes in make up of club members, changes in attitudes to funding sport, SPARC, Local Government, Regional Sport Organisations, changes in nature of community participation, volunteer support, parental involvement).

2. Club members are aware of the potential benefits of sport club joint venture. (1 to 5)

Your club members (particularly key decision makers) have a general understanding of the likely benefits that would occur if some form of joint venture was to happen. There is a general sense of understanding and acceptance that it would be good for the club.

(belief in perceived benefits was identified as the key driving force behind successful joint venture).

3. There is strong leadership in our club able to articulate a clear vision for an amalgamated future for us all. (1 to 5)

A key success factor is the identification of a 'Driver Organisation' and within that organisation a leader who can steer the joint venture. If this leader is known and is likely to be accepted by all parties to the joint venture process (without attachment of bias) then the joint venture has a greater chance of success.

4. Recognized interdependence between collaborating/amalgamating organisations. (1 to 5)

If clubs (assuming two clubs) have needs that can be met by the other through the joint venture process (e.g. appropriate building/field location needed by one club, additional members needed by the other), then the likelihood of a successful joint venture is increased.

5. Strategic goals of the club are similar to those who could be potential joint venture partners. (1 to 5)

It is important to review the strategic vision/objectives of both clubs and consider that they have shared outcomes. For example if one club has a goal of being strong competitively and another wants increased recreation participants(then this may need to be resolved).

6. Evidence of communication/relationship prior to merger talks. (1 to 5)

It is reasonable to assume some form of discussion with another entity about joint venture. This was reviewed as a key factor in successful joint ventures.

7. Financial compatibility. (1 to 5)

Research indicated clubs with unequal financial resources find it more difficult to amalgamate than those with similar financial positions. Where one club has greater net assets it is difficult for both parties to be perceived as equal when entering into joint venture talks.

8. Overall Cultural Compatibility (1 to 5)

Similarity in terms of club member demographics including age, sex and lifestyle issues will make joint venture easier. Some differences in these areas can also have advantages.

Chart 5. Critical Success Factors Scores

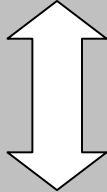
	C.S.F. Chart	Circle	Your Score
1	Club strong spirit	1 2 3 4 5	
2	Benefits clear	1 2 3 4 5	
3	Strong leadership	1 2 3 4 5	
4	Interdependence	1 2 3 4 5	
5	Similar goals	1 2 3 4 5	
6	Merger talks	1 2 3 4 5	
7	Financial compatibility	1 2 3 4 5	
8	Cultural compatibility	1 2 3 4 5	
	TOTAL SCORE		/40%
	Transfer this score to the chart x on p.		

2.4 Readiness Decision

Chart 6. Total Readiness Score

Sub Total Readiness Score	50%	Score Table *
Sub Total Critical Success Factors Score	40%	Score Table *
Status Quo One key aspect of joint venture is the inertia required to bring about change. Rate this for your club by saying on a scale of 0-10 what the perceived attractiveness of the Status Quo would be when (0= status quo very attractive to 10= status quo not a realistic option)	Circle no. 0 1 2 3 4 5 6 7 8 9 10	Add to total above
Total Score		/100%

Chart 7. Readiness Interpretation

Interpretation of Scores	Score	Options for Club/s
poor chance of joint venture being successful.	0-25	<p>Decide to take no further action on this issue and review again Sport Club Quality Mark and consider joint venture and other options (1.3 p15). Go back through the readiness and critical success factors. In the low score areas decide a strategy to resolve the problems.</p> 
some (but slim) chance of a successful outcome to joint venture talks.	26-50	
greater chance that the joint venture process will be successful.	51-75	
this is where there is a high expectation of success.	76-100	
		<p>On the basis of the findings from both the readiness and critical success factors result and on the preliminary section findings decide to proceed with a Sport Club Joint Venture.</p>

(Information for these charts was taken from the C.C.C. Sport Amalgamation Research Jan 2001).

2.5 Joint Venture Facilitator

If your decision was to move forward and pursue some form of Sport Club Joint Venture or Strategic Partnership your next step will be to consider how you will facilitate this process. Important questions to now ask are:

Who should drive this process and why do you need an external facilitator?

What is a driver/initiating club/organisation?

Can you get mentoring help from other organisations?

2.6.1 Who should drive the joint venture process and why do you need an external facilitator?

The research done indicates that the question of whoever is self selected, elected, hired or volunteers to be the facilitator of this process is very important. The whole viability and success of the project may be determined by the skills of this facilitator. One key issue is whether you can get these skills from an existing club member. Recent research pointed out that stand alone clubs have traditionally been poor communicators with each other and that communication, crucial in any joint venture process becomes more open with an independent third party. Often the key issues preventing progress in joint venture talks are questions of bias and alignment.

Research and common sense suggest that an external facilitator is best. A facilitator must be impartial and they need professional expertise. This expertise is crucial in the areas of meeting process and interpersonal communication and knowledge of legal and management best practice. One reason why clubs do not use independents to do the job is cost; another is the belief that external facilitators would not have the same commitment to the realisation of benefits. It appears that there will be funding available to help clubs gain the services of independent facilitators. Careful choice of facilitator will likely overcome the problem of commitment to the project.

It was suggested that clubs should be encouraged to not always look for the cheapest and easiest solution (utilising the skills of an existing club member as facilitator) but, instead look widely at the options to get the best long term result.

2.6.2 What are Driver/Initiating Clubs/Organisations?

A key strategy question is who should manage the process of looking at the question of joint venture for your club. We know that many clubs that embark on this journey often start as what has been termed 'Driver Clubs', that is, someone within a club sees the opportunity for one or more clubs to amalgamate and promotes it. That person is often attached to the club that becomes known as the driver club seeking to steer a course for all clubs that are part of the joint venture process. We also know that there will often be involvement in this process by Regional Sport Trusts (R.S.T's), Local Authorities and Regional Sport Organisations R.S.O's) so it may be that the process could be driven by a Driver/Initiating Organisation.

2.6.3 What about the use of a mentor?

A number of clubs considering joint venture who did choose the option of internal club member as facilitator spoke of the need for external help of some kind to guide them through the tricky phases of the project. Having a mentor to consult can be useful in providing advice and expertise at specific stages of the process (see chart next page).

2.6.4 Summary of choices of the facilitation process.

Chart 8. Facilitator Options (See Supporting Information p 59 *Facilitator Decision Chart* for an analysis of factors for this decision)

OPTIONS	Advantages and Disadvantages	Your notes and comments
Independent joint venture facilitator	<p>Advantages Impartiality and given a mandate by club additional expertise in sport club joint venture from other experiences Perceived as best and fairest process by external agencies Carries the right mix of expertise for this work</p> <p>Disadvantages No specific knowledge of club culture and club history Potential cost Loss of control of the process to outsider Difficult for external facilitator to be involved through the duration of the project</p>	
Facilitation by a club member with the help of an independent mentor	<p>Advantages: Insights from internal facilitator, but also gain external overview 2 brains better than one Additional expertise from external source</p> <p>Disadvantages Slowing down of process if decisions shared. Potential bias of internal facilitator not necessarily addressed Independent mentor not utilised adequately</p>	
Facilitation by a club member from one of the clubs involved.	<p>Advantages: Know one of the clubs and its history Have a commitment to the club Know the people and the culture of the club</p> <p>Disadvantages: Too involved in club politics to remove themselves Seen as biased with agenda's not impartial May not be acceptable to the other club/s</p>	
<p>YOUR CHOICE</p> <p>Joint Venture Facilitator Decision</p>	<p>We would require an independent external facilitator</p> <p>We have a club member/s from our club/s to facilitate this process (with help of external mentor)</p> <p>We have a club member/s acceptable to all club/s to facilitate this process</p>	<p><input type="checkbox"/> (Tick box)</p> <p><input type="checkbox"/> (Tick box)</p> <p><input type="checkbox"/> (Tick box)</p>

Section 3.

ACTION PLAN

(This section is to be completion by the appointed Joint Venture Co-ordinator)

What's been done?

From the PRELIMINARY Section you should be able to read about the driver/initiating club health, current issues and potential solutions they see for their future.

From the READINESS Section they should have identified a joint venture partner/s and/or decided to amalgamate with one or more other clubs. They should also have an understanding of the conditions that will increase the likelihood of success.

Where to from here?

Follow the process (STEPS 1-7) on the next 7 pages, read the figures and complete the charts designed to help you through the action plan.

To complete the various charts you will need to have all information and opinion available to you from correspondence, letters, meeting minutes and your own discussions.

STEP 1. *Meet with or constitute a steering committee for this project made up of representatives of clubs who have a stake in this joint venture.*

Tasks

Go over the READINESS Section with members of the initiating club and complete Readiness tests for all other clubs who are to be considered as potential joint venture partners.

Once the steering committee is constituted clarify the scope of the project and the reporting lines and necessary contact structures.

The Steering Committee may already be in place prior to this step in which case you should still meet with them to clarify the scope of the project

Actions

Review Joint Venture Consultation Section P 50-54 for assistance with this step.

Complete READINESS Charts for all clubs involved in this process.

STEP 2. *Meet with internal club stakeholders in each club and complete the internal club analysis.*

Tasks

Hold a series of meetings with club members e.g. coaches, administrators, senior members, social members and any others within the club structure who show an interest.

Summarise this information into the Internal Club Analysis Chart.

This should be done independently with each of the clubs seeking to become part of the joint venture starting with the driver/initiating club (if there is one).

The charts from each club should then be combined into a general picture of club internal strengths and weaknesses related to a potential joint venture project

Action

Internal Club Analysis Chart completed by all potential partners

Chart 9. Internal Club Analysis (Club Names: _____)
 Complete one for each club _____)

ISSUES	Strengths	Weaknesses
<p>Strategic Direction</p> <p>Are they working to a plan from identified goals? Is there a plan?</p>		
<p>People</p> <p>People, expertise and internal club group cohesion. How well does the club function as a collective of people, has it a good spirit and culture?</p>		
<p>Financial Issues</p> <p>Is the club in a good financial position? Does it have reserves, assets and investments?</p>		
<p>Location</p> <p>Rationalisation of physical assets. Are the clubs buildings in the right places? Are they meeting the club members needs?</p>		
<p>Competition/Leagues</p> <p>Rationalisation of teams, administration and coaches.</p>		
<p>Club history and identity</p> <p>How strong are they. How much of a barrier will it be or is there support for a changed future position?</p>		
<p>Management & Legal Entity</p> <p>Is the legal entity appropriate to the clubs vision? Do they have the appropriate management structure to achieve their goals?</p>		
<p>Other Issues</p> <p>Any other issues that will impact on joint venture process</p>		

3.2 External Organisation Issues

STEP 3. *Seek information from a variety of external agencies.*

This step requires that you send out some surveys, telephone and/or approach external agencies who will have an interest in a possible partnership.

Tasks

Survey

- Regional Sport Organisations (R.S.O's)
(Include all RSO's likely to have clubs represented in the joint venture)
- Regional Sport Trust (R.S.T.)
- Local Authority

Approach (by telephone or writing)

Corporate and other sponsors, contractors and sub lease holders

Local Community (Resident's Association/Neighbourhood groups)

Separate clubs/entities on the park not directly effected.

Funding Agencies

Action

Complete Surveys (mail out templates p 97).

Write letters to identified external agencies.

STEP 4. *Meet with external agencies and complete the external agency analysis.*

Tasks

Identify ALL external stakeholders for each club involved in considering the joint venture.

Hold one or more meetings with these external organisations. Summarise these meetings together with the results of surveys and phone calls with anyone external to the clubs.

Place this information into the Club External Analysis Chart.

Action

Complete Club External Analysis Chart.

Chart 10. Club External Analysis

ISSUES	Opportunities	Threats
<p>Strategic Direction Is this proposed strategic direction in keeping with plans of external organisations, particularly those of the parent R.S.O. and the N.S.O?</p>		
<p>Local Impacts Will this joint venture impact on the local sporting community of the neighbourhood, suburb and is this positive?</p>		
<p>External funding support. Is it likely that external stakeholders (Councils, Charities and other funders) will support this venture financially over the long run?</p>		
<p>Buildings/Grounds Is the rationalisation of physical assets (Buildings, specialist playing areas, grounds) welcomed by external agencies?</p>		
<p>Sponsors view Is this proposal workable for club sponsors. Do they see the new format as a worthwhile sponsorship investment?</p>		
<p>Catchment areas Will this joint venture affect the catchment areas for junior and senior players?</p>		
<p>Other options Have the external stakeholders identified any other joint venture options? If so what?</p>		
<p>Other External Issues Identified</p>		

3.3 Decision Making Process

STEP 5. *Review alternatives – need for a decision.*

Tasks

Review the SWOT (internal and external) analysis charts, material/opinions given and meeting minutes.

Review the case material sited in the Summary Information section pages 72-74.

The facilitator completes (with the help of the Steering Committee) Chart 11 page 33 and chooses the best option, the one that suits the circumstances and meets the benefits sought by all parties.

Actions

Review Sport Club Quality Mark p 9 and action steps 1-4, pages 28-31.

Review case studies p 72-75

Complete Best Fit Criteria Chart p 33

Meet with Steering Committee

Chart 11. Best Fit Criteria

<p>Case Studies</p> <p>Review cases</p>	<p>Benefits Sought by Clubs</p> <p>Facilitator reviews options, benefits identified and whether these can be achieved</p> <p>List those you seek, see benefits list page 12</p>	<p>Benefits can be realised from this joint venture</p> <p>Yes/No</p>
<p>Sport Club Amalgamation</p> <p>Clubs of the same code joining together CASES pages 72-75</p> <p>Clubs of different codes joining together CASES pages 72-75</p>	<p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p>	<p>Y / N</p> <p>Y / N</p> <p>Y / N</p> <p>Y / N</p>
<p>Sport Club Partnership (non commercial)</p> <p>Clusters of clubs sharing owned facilities, buildings and resources CASES pages 72-75</p>	<p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p>	<p>Y / N</p> <p>Y / N</p> <p>Y / N</p> <p>Y / N</p>
<p>Sport Club Partnerships (commercial) CASES pages 72-75</p>	<p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p>	<p>Y / N</p> <p>Y / N</p> <p>Y / N</p> <p>Y / N</p>
<p>Greenfield's CASES pages 72-75</p>	<p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p>	<p>Y / N</p> <p>Y / N</p> <p>Y / N</p> <p>Y / N</p>

3.4 Strategic Plan and Vision for Joint Venture Process

The partnership organizations now go through a process to develop a joint vision for the new group.

STEP 6. *Vision and objectives statement*

On the basis of material covered in this Action Plan identify a vision statement for your joint venture.

Vision for the new club (State Here)

Objectives of this joint venture.

1. _____

2. _____

Outcomes. (Statements that let you know when you have reached your goals)

1. _____

2. _____

STEP 7.

Implementation

This Project Plan provides a template of tasks with timelines and responsibilities to be completed based on resources and key dates.

3.5 Project Plan

CHART 12. Sport Club Joint Venture Project Plan

SECTION 3

Action Plan

STEP 7.

This final Step in the ACTION PLAN is the action list where you determine a strategy to implement a Partnership/Joint venture. Listed here are a series of important action area. Complete the details in the chart and allocate as a part of this process tasks to various people.

Note: This template is available as a spreadsheet that you can enter and amend to help you set up a process which best suits your situation. There are some assumptions implicit in this approach. Firstly those consultation processes between clubs have already begun. Secondly, that general agreements on who and type of joint venture have been reached and that these are recorded as Vision and Goal statements.

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Club				
Strategic Sport Club Joint venture Action List				
Tactical Area	Start Date	Duration Days	Completed by date	Who is responsible for completing
Consultation				
Agree milestones (timeframes)				
Joint venture vs. partnership				
Single vs. multiple entities				
Process Leadership				
Consultation Touch Points				
Other				
Legal				

Agree milestones (timeframes)				
Constitution/Contract				
Review existing				
Review best practice				
Redraft				
Consult				
Finalise and legalise				
Logistical				
Agee milestones (timeframes)				
Implementing new structure				
Appointment/election process				
Review physical assets				
Physical facilities/equipment				
Administration base				
Review best practice				
Consult				
Redevelop facilities				
Implement physical changes				
Set up base facility				
Shared admin				
Review membership base				
Review existing				
Value History/tradition				
Club catchments				
Determine targets				
Implement membership drive				
People				
Consider positions required				
Review Best Practice				
Value all contributions (history/Tradition)				
Restructure				
Coaching				
Active members				
Administrators				
Volunteers				
Important Club Structures				
Determine club structures				
Review club memorabilia				
Review Logos', icons and colours				

Determine new club entity/s brand				
Consult				
Implement new brand				
Finance and Administration				
Agree milestones (timeframe)				
Audit joint venture entities				
Review Assets and Liabilities				
Detail financial Plan for entity's				
Determine Budget				
Refinancing Dept				
New forward planning forecast				
Re-establish financial systems				
Other				

SUPPORTING INFORMATION

What's this section for?

The SUPPORTING INFORMATION section is provided to help the Joint Venture Facilitator complete section three ACTION PLAN of this guide. It is designed to show best practice in a variety of areas important to joint venture/partnership including legal (contract/constitution), design and facilities development, RMA (Resource Management Act), volunteer management financial planning and marketing. It will be particularly important for the Facilitator to have a clear understanding of best practice in meeting procedures and in negotiation between clubs and the various issues involved in a joint venture process.

Your first steps

Your first step, as Joint Venture Facilitator is to read through the various parts of the SUPPORTING INFORMATION Section. You can then refer to these areas in discussions with members of the amalgamating/partnering clubs.

CONTENT	Page
4.0 Constitutions Policies and Contracts	40
4.1 Constitutions	40
4.2 Contracts	45
4.3 Policy for Sport Club affiliation	48
5.0 Communication and Consultation Resources	50
5.1 Communication Skills	50
5.2 Meeting Process	51
5.3 Negotiating	54
6.0 Volunteers and Human Resources	59
6.1 Facilitator Decision Chart	59
6.2 Joint Venture Facilitator Job Description	60
6.3 Performance Indicators (Facilitator/Committee)	62
6.4 Case Study Mentoring scheme	63
6.5 Volunteer Management	63
6.6 Governance Models	66
7.0 Joint Venture Resources	69
7.1 Strategic Issues	69
7.2 Sport Club Joint Venture Case Studies	72
7.3 Legal Entity Options	75
7.4 Sport Facility Development	76
7.5 Resource Management Act	82
8.0 Financial Resources	84

4.0 Constitutions Policies and Contracts

4.1 Constitutional Issues

4.1.1 Best Practice

Constitutions that are simple, legally proficient and have simple language are best. They should meet the requirements of the Registrar of Incorporated Societies. A number of key themes become important. Although there are standard clauses related to Club status and purpose, membership, duties and functions and meeting procedure; of importance today is the identification of the governance model to be used, the election process to be followed and how the assets and attributes of the founding clubs are to be recognised in the new constitution.

Different joint ventures need different constitutional solutions:

Clubs forming new (legal) entities

It is recommended that where a joint venture results in the formation of a new entity, a new constitution is drafted.

Clubs keeping separate entities (see contract section)

These clubs should hold their existing constitutions and should form joint venture agreements and contracts that show resource sharing arrangements and other necessary conditions of the partnership.

Another model not involving partnerships is the use of a two tier constitution where there is a governing constitution and space for individual clubs to write clauses that fit their individual needs as part of a club constitution.

4.1.2 Incorporation and Charitable Trust Status

There are a number of requirements that the constitution should meet in order that you organisation continues to qualify for charitable trust status. Ten questions often asked are listed here.

The following ten questions related to constitutional matters may be useful.

Ten hot questions and answers related to incorporated societies

1. What is the difference between an Incorporated Society and an Incorporated Charitable Trust?

Number of people making decisions - minimum 15 for Society, minimum 2 for a Trust. Society has to file annual financial statements to the Companies Office, Ministry of Commerce. Society must apply for charitable status. Also differences in documents required. More information in Section C.

2. How long does it take to set up a legal entity?

About 3 months by the time all the documents have been prepared and registered.

3. How much does it cost?

A fee is payable to register an Incorporated Society. (Free for a Charitable Trust)

A schedule of fees is available from your local Business & Registries Branch of Ministry of Commerce

4. How many people do I need?

Minimum of 2 Trustees for a Charitable Trust.

Minimum of 15 for an Incorporated Society.

Minimum of 7 members for a co-operative under IPS Act.

5. Where does my registered office have to be?

At a street address.

6. Can one person witness all the signatures?

Yes for the application for incorporation of an Incorporated Society as long as you are not one of the 15 persons making the application. The Statutory Declaration must be signed by solicitor, JP, Court Registrar or other authorised person.

Reference: www.community.net.nz/legal/

7. What about tax benefits?

Charitable Trusts are not liable for tax and do not have to put in an annual financial statement to Ministry of Commerce. Incorporated Societies are not liable for tax if they have

Inland Revenue approval for Charitable Status and must supply annual financial statement to Ministry of Commerce. IPS pay tax on profits and put in annual financial statements.

8. How do we have to run meetings?

Annual general meetings deal with society's accounts, other annual reports, election of officers, operation of organisation and rule changes. Special general meetings deal with urgent or important matters that cannot wait for AGM. Sub-committee meetings are held as needed. Committee meetings are held as often as rules require. Ordinary meetings are the regular weekly or monthly meetings that members attend to participate in organisations activities. Minimum meeting frequency is written in to the rules.

9. What is the role of the different office bearers?

Chair: open and close meetings, running on time and to agenda items, deciding when to move to another topic, upholding agreed rules for decision making, summarising.

Secretary: Correspondence in and out, copies of reports, minutes, circulating record of meetings, correspondence arising.

Treasurer: Statement of accounts, details of payments to be authorised, action payments, present a budget.

Other duties as delegated.

10. What is charitable?

Means no individual or family can take profits from the organisation even when it winds up. Activities have to be educational, religious, relief of poverty or other purposes of benefit to community. Charitable trusts, Incorporated Societies, non-incorporated trusts, societies and companies can all apply for charitable status.

11. How do I stop someone taking over?

By writing good rules which set down how meetings will be conducted, how decisions will be made and ratified, what the steps are if disputes arise between people (e.g. a mediation clause) and what authority different people have. The Chair/ Management Committee have an important role in upholding the rules.

12. Accounting - what records do I need to keep?

Keep numbered receipt book, copy deposit book or deposit slips, current and used cheque books, all bank statements, invoices and payment authorisations, receipts and payments journal, petty cash payments book.

A constitution should have:

Name of Club

Aims and Objectives of the Club

Membership

Who has member status and how to apply to be a member and how to resign? When members would be suspended and member expulsion

Subscription/Tuition/Registration.

How and when fees are payable and what they are for.

Club Governance

How the board is derived, what their roles are and what powers they have. Duties and change in board members

Meetings

Specific details on how the meetings should be run. What a quorum is and special meeting processes. Voting and speaking rights are also explained.

Changes to Constitutions

Dissolution

Common Seal

Finance

How accounts are organised, who is responsible and how the accounts will be audited.

Model Constitutions

We have enclosed a simple constitution p 85-94 that has the following general features:

- a) It complies with the requirements of the Registrar of Incorporated Societies.
- b) It lists and talks about the founding clubs. That is the clubs that were founding members to the joint venture/partnership process.

- c) It has been put together as a result of discussions with sport lawyers, and other clubs who went through joint venture. This constitution carefully identifies the roles of board members. It pays particular attention to how they will be appointed, who appoints them and how long the length of term will be. Other features are the careful inclusion of reference to ALL founding parties to the agreement (by name) and a constitutional requirement that they all be treated equally in the new organisation.

Recommended Web Sites:

www.su.ukc.ac.uk/sports/clubs/constitutions.html
www.community.net.nz

Reference:

Trenberth, L & Collins, C. (1999) Sport Business Management in New Zealand. The Dunmore Press, NZ.

4.2 Contracts

A club or partnership of clubs will face many contractual agreements in its set up and operations. Contracts, which can be of a formal or informal nature, may cover several of the following areas:

1. partnership
2. legal entity
3. employment of staff
4. hire of facilities or grounds
5. sponsorship
6. funding
7. suppliers
8. gaming machines
9. liquor
10. athletes

Contracts

A contract is an agreement of a business nature, recognised by the law. The law upholds the rights of the parties and gives legal significance to their obligations. The key word is agreement as both parties have to have agreed to the terms when the contract was made binding.

The law will uphold the wishes of both parties not to involve the law in their particular agreement.

Contracts can be both verbal or written although verbal agreements are more difficult to prove as there is often no written evidence apart from witnesses.

A contract is valid before, during and after its performance. It is valid as a promise and so a broken contractual promise is actionable.

Six Basic Elements of a Contract

It is generally accepted that there are six basic elements which constitute a contract.

The first three elements are concerned with the making of a contract and include

1. That there is intent by the parties to create a legal relationship
2. One party makes an offer which is accepted by another party/s

3. Each party must exchange (or promise to exchange) something of value to the other. This object of exchange is referred to as the consideration. There is no legal requirement that the exchange must be 'fair'.

The second three elements of a contract relate to things that may go wrong & therefore invalidate it.

4. That the parties are legally able to enter into contracts. The law has the power to invalidate contracts involving those who are under-age, have a mental disorder or can prove they were impaired by alcohol consumption.
5. The mutual agreement (consent) must have been true and genuine i.e. no undue force to sign or no misleading or misrepresentation by one party.
6. The agreement has to be moral and non damaging to society i.e. sexual immorality, criminal activities etc.

Forms of Contract

The majority of contracts take one of the following forms

- Verbal,
- Written
- Gesture/action eg auction
- Deed - special legal document

Contract Contents

Most contracts include the following clauses which can have additions;

- Terms of agreement
- Term or duration of the contract
- Termination / Renewal of contract
- Confidentiality/ Privacy
- Payment procedures
- Dispute procedures

Breach of Contract

If one of the contracted parties took an action involving a breach of contract and was to win and be eligible for compensation, the options would include;

1. Recovery of Money Due
Money owed for goods sold, work performed, wages earned or loans made
2. Damages
Sum of money by way of compensation for breach based on actual and estimated loss

3. Specific Performance
Where the court can order a party to actually carry out a contractual promise (usually only ones to sell land or rare goods)
4. Injunctions
Orders granted by the courts which prohibit particular actions by defendants
5. Statutory Remedies
Including cancellation rights under the Contractual Remedies Act and rights under other legislation such as the Sale of Goods Act and the Layby Sales Act

Ending of Contracts

Some contracts are of an instant or one off nature such as a purchase in a shop. Others are of longer duration e.g. business partnership, lease of building or land.

Contracts can be terminated in different ways

- Avoidance or cancellation by one of parties entitled to take such action
- Performance by one or both parties not met
- Mutual agreement in advance or afterwards to release each other
- Unexpected happening ie act of God, fire, change of legislation etc
- Death or bankruptcy of one of the parties
- If the affected party has not pursued within the time limit (normally 6 years)

Legal Advice Required for Contracts

There is no legal requirement to have a contract drawn up by a lawyer. However, contracts are binding and it is strongly advised that you consult a legal adviser.

There are now a number of templates in place for contracts of the types listed above. To save money it is possible to model your contract on an existing one with checking by a lawyer.

For more information on Contracts

Gerbic P & Lawrence M (1998) *Understanding Commercial Law*. Butterworths Publishing, Wellington, NZ.

Lawrence M (1998) *Legal Studies – A first book on New Zealand Law*. Dunmore Press, Palmerston North, NZ. 5th Edition

Smith A & Stewart B (1999) *Sports Management: A Guide to Professional Practice*. Allen & Unwin, NSW, Australia

EXAMPLE OF CONTRACT & ELEMENTS

ELEMENTS	<i>CONTRACT</i>
PARTIES	Between Mr X And Mr Y
INTENTION OF PARTIES	This agreement is legally binding
SUBJECT MATTER	This contract relates to
TERMS (OBLIGATIONS)	The responsibilities of Mr X are.... The responsibilities of Mr Y are.....
CONSIDERATION	The cost is.....
CONSEQUENCES OF BREACH	Failure of either party to meet this contract in full may result in
ACCEPTANCE	Signed Mr X Dated Signed Mr Y Dated

4.3 Affiliation Document

4.3.1 Best Practice

There are few policy statements that guide clubs in reviewing amalgamation/joint venture and partnerships. One excellent example is provided by Marist Sports – Palmerston North. This club has a detailed policy statement for any club to read who is considering affiliation (partnership) with it. Clubs who affiliate remain independent in terms of their own operation but also are part of the wider Marist Umbrella Club with its own constitution.

This policy has a number of key sections summarized here:

Rationale:

This identifies the Marist Club as a nation wide brand with a history through the ‘Marist Religious order’. It points to the importance of social contact with other clubs and that payment of a membership fee is a sign of:

“Commitment to a wider cause, a sign of willingness to belong to the Marist family to use its facilities, resources and its various connections”.

The general affiliation documentation covers the following topics:

Preamble

Objects (vision and objectives of the club

Application for affiliation

Strategic Vision

Financial Viability

Human Resources

Sponsorship

Club Dress, Team Colours and Name, Trophies and Memorabilia

Historical and Organizational Criteria

Marist requirements

Communication and consultation

Code membership affiliations

5.0 Communication and Consultation

5.1 Communication Skills

Communication always has some effect on one or more people involved in the communication act. In the sometimes difficult process of facilitating a sport club joint venture it is worth noting that all acts of communication will result in some form of response. It is wise then to be clear about what the purpose of the communication is. One identified purpose of communication is to discover:

We communicate to discover, (much of this communication allows us to discover about ourselves) some is directed at discovering about the world around us. We learn about the external world (external to ourselves) by communicating with others. In your task as a facilitator of joint ventures it will be important to allow ALL to communicate openly so that they may collectively discover for themselves each others agenda's and hopes and aspirations for a joint venture.

Communication is also a process of adjustment, it involves content and relationship dimensions and problems arise when the distinction between the two becomes blurred. Your role as facilitator of a sport club joint venture is as much about understanding the relationship dimensions of communication, (intra and inter-personal communications and group communication, both formal and informal), as it is about understanding the content (facts, figures and logical arguments).

Finally, communication is inevitable, irreversible, and unrepeatable. In this sense it is fragile and you need to consider that the communication processes you put into place must be carefully considered. It may, if incorrectly handled lead to a hardening or fixed viewpoint that may be unchangeable. In a sense you must shape the context of meetings and even informal communication processes so that all involved have their say and so that you have the best chance possible in gaining appropriate results. There will be further discussion on how to shape communication in the next section.

5.2 Meeting Process

5.2.1 Meeting Management

Showing leadership

The Amalgamation Facilitator is the person charged with the responsibility of showing leadership and must take an active role in shaping the format of the meeting, in clarifying relationships and outcomes, and in providing a stable environment in which good decision making can occur.

A place for status

People who attend must be aware that meetings are often a place where people can have and demonstrate a status. It is important that this process of finding out the peaking order and determining relative standings is allowed to occur, but that this should not be to the detriment of the meeting process

A place for social interaction

A meeting is a place where cohesiveness and group togetherness are eventual consequences. This social interaction displayed by members of the meeting is important and will eventually lead to group effectiveness.

“A group of people meeting together can often produce better ideas, plans and decisions than can a single individual or a number of individuals, each working alone”.

A place for decision making

Above all a meeting to be effective must be seen as a place of decision making. Essential to this is the ability of all attending to have their say and for a consensus to emerge from this process.

5.2.2 Pre Preparation for Meetings

Clarify the purpose of the meeting

Clarify what needs to be discussed

Do your homework on the attendees

Order the items of discussion logically

Assign appropriate time limits (if needed)

Decide who to invite (be inclusive)

Choose and book venue/time/date

Prepare and distribute a notice of meeting

Prepare and distribute an agenda (care in ordering agenda items)

Provide all necessary equipment

Prepare background information (Sport Club Joint Venture Guide)

5.2.3 Conducting the Meeting

Establish ground rules and set the scene for the formal requirements of the meetings

How to start the meeting.

Welcome people

Identify Protocol, circulate a pad for names

Introduce the minute taker/identify one

Apologies

Refer to previously circulated agenda (even for first or only meeting)

Call attention to this agenda, ask for additional items.

Structure and control of meeting

Take the meeting in agenda item bites. The Chair or the knowledgeable person invited by the chair should give a short introduction covering:

- Why the item is on the agenda
- The story so far
- Present position
- What's needed to be resolved/established?
- Arguments on both sides

When deciding (on the basis of this summation) follow a logical process:

- Firstly; state the facts/proposition/evidence
- Secondly; hear the arguments
- Thirdly; come to a conclusion

At the start of the discussion of what action to take you should restate what needs to be resolved, where the meeting is trying to get to.

Finally; decide what action to take.

At this point record the decision through your minutes and identify who and how it will be carried out.

Try to avoid meetings that simply record disagreements and ask that they be readdressed at a later time.

5.3 Negotiating

5.3.1 Disagreements and Conflict Resolution

Two Types of Meeting Attendees (Supporters/Blockers)

Meeting conflict is a given component of this process of sport club joint venture and review. Try to think of the two main groups who will attend your meeting. They are:

Those who will support the meeting process and will help the meeting stay on track and;

Those who will hinder or block the meeting process.

Do your homework prior to your meetings by asking a neutral person to describe the people who will likely attend the meeting. Try to consider the Supporters and Blockers in terms of the categories listed in the Chart below

Helpers/Supporters	Knockers and Blockers
The encourager	The know it all
The clarifier	The interrupter
The doer	The gossip
The tension reliever	The knocker
The informer	The mute or shadow
The director	The termite

Knockers and Blockers Explained

Strategies for dealing with those blockers who could disrupt the process of the meeting, something they might do on purpose to lesson the likelihood of a successful conclusion.

The know it all

(This person is confident of the answers, takes every opportunity to put a view across and would if given the chance speak for the whole meeting.)

Don't give them that chance. Set up the meeting parameters early and make sure one of them is that everyone will be required to put a point of view and that there will be a limit on speaking time

The interrupter

(As for the know it all this person has all the answers but can't wait to get them out so interrupts)

Structure the meeting; make the rules clear and chair (or school up the chair) to follow procedures that require debate to go through the meeting chair.

The gossip

(Gossip on or off task is damaging)

Keep names out of the meeting, if the person is not there to defend themselves, don't allow the gossip to continue. If the talk is irrelevant catch the gossip groups eyes and make it known that they should attempt to focus on task

The knocker

(No idea put forward is ever likely to work according to this person)

Confront a knocker and ask them to explain the rationale and facts behind their reservations, let this be a matter for general debate

The mute of Shadow

(As implied these people say nothing at the meeting. They contribute nothing and do not consolidate opinion leaving options open for later).

Don't let them get away with it. Draw them into the discussion by being inclusive ask for their view

The Termite

(Like the mute but afterwards they berate the meeting saying that bad decisions were made)

Don't let them leave the meeting without making a contribution to the process. Ask the collective if they have concerns with decisions, imply the commitment of those present to the decisions of the meeting. Set ground rules at the beginning about communication of the results of the meeting

How to deal with the Blockers

If you have a difficult meeting ahead your job will be to chair it and not trust this job to another. Bad chairing could spell the end of the process. In general, the common rules of politeness and courtesy apply.

Do your homework on those attending and put in place a strategy to ensure that everyone at the meeting gets fair treatment. Set ground rules at the

beginning. If you have ‘interrupters’ make a special point of including reference to how it is important to centre all comments through the chair.

Speak firmly and in a slightly louder than normal talking voice, this will help draw attention back to you if the meeting seems to be losing its way. If necessary direct who is to speak. Don’t be rude, just firm. An example of dealing with the ‘know it all’ would be to say ‘Thank you for that....I think John has something to add’ or ‘Perhaps we could come back to that point later’ or ‘Has anyone else got anything to say on this issue?’

The interrupter could be dealt with by something like ‘Just a moment, I’d like to finish hearing what Jenny had to say first’.

Be assertive with people rather than aggressive. Most people respond to aggression by becoming defensive or aggressive themselves. This won’t help you achieve your goals. Put your point across firmly but calmly.

Make affective use of body language and eye contact as a means of help directing who is to speak and when. A slightly lifted hand and a glance can discourage people from interrupting and at the same time let them know they’ve gained your attention and can expect to have their say soon.

In summary, a combination of verbal and non-verbal cues need to be used when dealing with blockers.

5.3.2 Handling and Resolving Conflict

Conflict is inevitable at some meetings. Touch points are many in the charged atmosphere of a meeting that discusses the future of a sport club. The reasons for this are clear. Some present will have a substantial amount invested in either defending why the club is where it is now or in defending the history and past that they helped to create.

Potential conflict areas at a Sport Club Amalgamation Meeting

Perceived bias of the process including bias related to you the facilitator of the process

It is therefore recommended that an unbiased (non aligned) facilitator is used.

Potential **loss of club identity** (symbols/colours/uniforms if forming a new entity

Fear of the unknown in the form of another club or a new structure

Loss of history and loss of tradition usually embodied in the club name and the club Trophies and memorabilia.

Loss of power and authority of existing club committee/board if
A process of amalgamation requires a new entity and constitution.

Do your homework once again and talk to people prior to the meeting, try to gain a sense of where the conflict areas will be and ensure that they are aired in a constructive manner at the meetings. Conflict at a meeting can clear the air if handled constructively. This has the result of making the group cohesive and productive.

This is certainly the case if misunderstandings can be cleared away that may be blocking the proper functioning of the group or the meeting.

“It isn’t unusual for people to think there is a difference of opinion where one doesn’t actually exist. A meeting can be a good opportunity for people to explain their point of view and clarify issues that may be confusing others. Once protagonists have done this they may realise that their views are quite similar. Even if their views are different, a greater understanding of the other’s point of view may reduce conflict”

(Hayes 1998, p52)

Our main concern is conflict that gets out of hand. In sporting organisations this sort of conflict has seen the end of many promising sport administration careers. The pattern is one of preparing or lobbying prior to the meeting, then spending the bulk of the meeting point scoring.

Suggested ways of reducing this sort of destructive conflict are:

Listen
Don’t be defensive
Don’t attack as a first option
Don’t Shout!
Don’t take sides
Enlist the help of others
Be alert to body language
Be aware of your own non-verbal signals
Use non-verbal cues to help control the meeting
Maintain control of your own tension and the meeting

Note sheet for meeting chair

Conflict Identification	How you will address at the meeting
<p>Loss of control is expected to be a significant issues for some of the older club members</p>	<p>Produce an organisational concept (Chart) that scopes all functions of a club, and shows positive outcomes for existing positions within a new amalgamated entity.</p>
<p>Loss of History and memorabilia, uniform, colours and name</p>	<p>“indicate that all people are valued and will continue to be needed in the new structure”</p>
<p>Loss of History and memorabilia, uniform, colours and name</p>	<p>Work these symbols and history into the new insignia, or agree that clubs should retain identities for an interim period or indefinitely even though they become part of a new organisation. (see Marist affiliation policy)</p>
<p>Long term personal conflict between individuals or club factions</p>	<p>Your best defence is to carefully control the meeting process, instituting rules at the outset that identify how the meeting will be ordered and what will not be tolerated by the chair. Behaviours (interrupting, personal attacks, speaking for others) should not be tolerated.</p>
<p>Disagreements about timing, control, constitutional clauses or general disagreement</p>	<p>The meeting chair must approach these meetings with the view that some form of conflict is inevitable and indeed healthy debate is important to gain consensus. Again clear structure and a process for clarity in decision making are needed. The chair must explain how decisions will be made (voting, general consensus). In agendas’ prior to meetings signal that a decision will be made at the meeting and that people will be required to participate in making it.</p>

6.0 People, Volunteers and Human Resources

6.1 Facilitator Decision Chart (Used for Facilitator decision see page 26)

Background information to assist the Committee in the decision of facilitator

Potential Facilitators	Best Practice/Issues	Best Fit For Your Club (Tick boxes)
<p>INTERNAL FACILITATOR OPERATIONS (not recommended)</p> <p>Operational/Volunteer Club Member Operations level Club Administrator/Coordinator Volunteer</p>	<p>Typically a good organiser of the clubs daily operations, essential for club survival and knowledgeable about management and systems, not always the best choice when considering external environment of club and big picture.</p> <p>Does understand what is needed to improve club efficiency. Not able to act independently of club position.</p>	<input type="checkbox"/> Agree
<p>INTERNAL FACILITATOR GOVERNANCE (not recommended)</p> <p>Board Member Club Member Governance Level Board Member, Chair, Director</p>	<p>Typically not hands on but aware of the strategic direction of the club, will have specific expertise needed for club amalgamation e.g. negotiating skills, understanding financial position.</p> <p>Does understand how best to secure clubs future. Can see club independently but not seen as impartial themselves by all club members.</p>	<input type="checkbox"/> Agree
<p>INTERNAL FACILITATOR WITH HELP FROM A MENTOR</p> <p>A mentor is a person outside the organisation with an ability to provide guidance and advice to the joint venture facilitator.</p> <p>External advisory service from an individual or organisation not directly involved with the joint venture/amalgamating entities</p>	<p>Mentoring can be free and is commonly used to guide people through single use (non-routine) planning tasks E.G. sport club amalgamation.</p> <p>Mentors can be chosen to complement the expertise of the facilitator especially useful if this facilitator is an INTERNAL club appointed/elected person as they will provide a balance to the biases listed above.</p> <p>They would also act to link the club to other important information necessary for successful completion of amalgamations/partnerships.</p> <p>Mentors would only be useful if the Driver for the joint venture is in some way (perceived as biased or lacking necessary skills. Sources of Mentors (see consultation process, section 2 page...)</p>	<input type="checkbox"/> Agree
<p>EXTERNAL FACILITATOR (Recommended)</p> <p>Joint Venture External Facilitator</p> <p>Examples: Person known to but not connected to the club.</p> <p>RST (Regional Sport Trust) LA (Local Authority Worker) Independent Contractor</p>	<p>Seen as impartial and not biased in favour of any particular club or club faction. Will have an expertise desirable to assist with negotiation, and other useful professional expertise.</p> <p>Will not know the details of club operation, its history and will not have the same level of commitment to club goals and benefits sought from amalgamation, may need to be paid.</p> <p>(Template two: Joint Venture Job Description p).</p>	<input type="checkbox"/> Agree

6.2 Joint Venture Facilitator Job Description (Template 2 page 95-96)

6.2.1 Position/Job Description

Position Title: Sport Club Joint Venture Facilitator

Responsible to: Board/Governance Committee, Select Committee of Board
Director

Direct Relationship
with: _____

Statement of the Goal/Aim for the role:

E.G. To review the potential for _____ to complete an
joint venture or partnership/joint venture with (Potential Partner/s

_____ to carefully apply the models and systems within the Sport Club Joint Venture Guide and to
work with others to investigate the opportunities and report back to-

_____ Upon completion of the study of the feasibility of the identified club/s being involved in joint
venture to enact the decision of the board and to take steps to implement the board's wishes by
implementing a strategic (action plan).

Key Tasks:

Carefully consult with all stakeholders and consider their views on all aspects of the joint venture proposal.

Set a series of meetings and post agenda's for these prior to the meeting, where required chair these meetings. Keep accurate minutes and record discussions and disseminate these widely to all who have an interest in the project.

Outline and gain agreement to a consultation and decision making process and make sure this process is followed.

Follow through sections within the joint venture guide and ensure as much useful information on both the clubs internal performance and the external environment of the club is available.

Work with key stakeholders gaining their feedback and maintain their involvement in the project throughout. Key Stake holders are: Amalgamating/partnering/affiliating Clubs, Governance, Operations and Members, Coaches and Players. Regional Sporting Associations represented in the make up of the amalgamating or partnering clubs/entities, The local Sport Trust (RST). In many cases the Local Authority Parks/ Leisure/Facilities and recreation/parks departments will also be a key stakeholder. Other potential stakeholders include commercial partners, sponsors and club supporter and residents in the local community who have an interest in the clubs future.

Identify legal, financial, and management issues that will need to be addressed and report these thoroughly.

Liaise in a professional manner with key outside organizations that may be required to provide information to the process. E.G. land information, accountants, funding providers, legal representatives

If required work in concert with a 'Mentor' who will provide advice and guidance on how best to proceed.

6.2.2 Person Profile

Personal Attributes:

Creative thinker able to explore and consider a range of possible approaches to solving a problem

Have excellent oral and written communication skills with an emphasis on the ability to make people aware that you are hearing their concerns.

Ability to negotiate

Free of bias and are seen as someone who deals fairly and equitably with all people.

Provides an honest analysis of situations and clearly represents issues.

Self starter

Professional Attributes

Skill sets in as many of the following as possible

- Communications oral written
- Negotiating bargaining skills
- Computer literacy
- Meetings and minute process
- Legal
- Recreation/Sport Facility/Building Design
- Resource Management/Recreation Planning
- Sport Management
- Administration

6.3 Performance Indicators (Facilitator/Steering Committee)

Performance indicators for joint venture facilitator and club steering committee.

At the completion of each phase of the project a review of performance should be undertaken by the club board or management sub-committee. This is important and should be a way of ensuring that progress made is consistent with the club action plan.

Performance Measurement for the Facilitator of the Joint Venture Process

Indicator No.	Project Area	Objective On which performance will be measured	Criteria/Measures of Achievement of Objective
1	Club Status	1. To Ensure completion of Sport Club Quality Mark for all potential parties to the joint venture process and report this to as wide a possible club audience as possible	1. Clear unambiguous information is provided on the club current state of health and this information is presented in a useful form.
2.	Action Plan Steps (1-6)	<p>2. Work to establish the steering committee (Step 2 Action Plan)</p> <p>3. To clearly summarise the clubs current position. Hold a series of meetings with wide ranging club and external stakeholder representation. Source a range of opinions from club/s and RSO, RST and LA information on their perceptions of club/s future</p> <p>4. Identify a range of potential partners to the joint venture process.</p> <p>5. To determine current club strategic plan and write up a vision statement for the club and to report this widely.</p>	<p>2. Steering Committee established and criteria for its operation are clear and understood by all members</p> <p>3. Sound accurate SWOT analysis has been undertaken with a wide range of views represented in the final SWOT.</p> <p>4. Partners to the joint venture have been canvassed and preliminary information exists on their interest in joint venture.</p> <p>5. A clear picture of how the club is perceived by stakeholders emerges from the SWOT.</p>
3.	Implementation (Step 7)	Detail and complete the implementation Gantt chart and ensure tasks are delegated and reported back. Brief the steering committee on progress	Complete the implementation of the action plan and successfully facilitate the joint venture project

6.4 Case Study Mentoring Scheme

Sport Trusts and Local Authorities have often taken a role in assisting sport club development. It would appear that this will continue and that further support is likely to be available for sport clubs that seek to proceed with new initiatives that will improve their viability in the future.

Case Study: Mentoring Scheme (example)

Vaughan Cruickshank of the Tauranga District Council reviewed the concept of a mentoring scheme for sports clubs in the Bay of Plenty area. It was apparent from research in the area that sports clubs were not using strategic planning processes to help them determine future club potential. This resulted in an initiative by Sport Bay of Plenty that involved the formal establishment of a 'mentoring scheme' for sport clubs. This would take the form of a funded scheme for staff within Sport B.O.P. to work alongside clubs to assist them in completing strategic planning tasks, (particularly important for strategic joint ventures) at a suggested level of 8 hours per month. The idea involved connecting clubs to expertise (coaching) in small business, accounting, marketing and business skills as part of the development of their strategic planning. This would in turn help clubs fulfill their obligations to Council in the development of their individual service level agreements on sport facilities and field use. How did it go ring Vaughn and get opinion for case.

This case highlights the potential for mentoring to occur to help clubs. Mentors for sport club joint ventures could assist the clubs Joint Venture Facilitator in achieving the requirements listed in this guide.

6.5 Volunteer Management

6.5.1 Volunteer Retention and Selection

Take selection of volunteers seriously. Make it known that even volunteering your services to the club is not to be taken lightly. Volunteering does not automatically mean that the volunteer has skills of immediate value to the organisation:

“...volunteers are often elected to a position, particularly at the policy level. They may not have the necessary qualifications, skills and experience to fulfil the particularly role to which they are elected...”

(Cuskelly & Auld 1999)

One of the reasons for larger turnover (30%) or more in volunteers may be the mismatch between volunteer skill sets and the job they are asked to do. This is particularly the case in our small fledgling single purpose sport club where all roles become volunteer roles and many people as volunteers find themselves involved in a range of functions beyond their individual skill set. This is often because a person is elected to a volunteer position on the basis of criteria other than their suitability to perform the volunteer role.

Utilise a Volunteer Job Description (Minimise election bias)

There, therefore needs to be a careful match of tasks to volunteer skills. The best way to achieve this is to ensure all positions within the club both paid and unpaid are driven by job descriptions and that when volunteering occurs there is a matching of volunteer skill set to a particular job description.

The interrelationship between volunteers and paid staff in sport organisations is difficult to define. As this Sport Club Joint venture Guide seeks to promote the ‘bigger is better’ philosophy where clubs combine, it is useful to have clarity of the types of roles that might exist when an amalgamated club becomes big enough to have both paid and unpaid (volunteer) staff.

Examples of paid and unpaid positions at operational and policy levels in sport

Organisation level	Volunteer (unpaid)	Paid
Operational	Official, umpire, judge, (referee) Coach Team Manager Chairperson Committee Member Admin	Referee/judge development officer Coaching development officer Front office staff/secretary Admin/Operation’s manager Executive Director of officer Chief Executive Officer Secretary-Manager
Policy (Governance)	Board or committee member President/chairperson Vice-President Volunteer Manager Sub-committee	<i>Governance positions should not be paid positions (operational roles) within the club</i>

Amended table drawn from sources: Chapter 10 p 167 Trenberth & Collins (1999) (eds) Sport Business Management in New Zealand.

6.5.2 Retention

At the heart of any HRM (Human Resource Management) process is the need to retain good staff. The best way we know to achieve this is to develop organisational structures which follow the principals of a 'Learning Organisation'

Learning Organisations are defined as:

“An organisation in which everyone is engaged in identifying and solving problems, enabling the organisation to continuously experiment, improve, and increase its capacity”

(Daft & Marcic p 40)

In this type of organisation there will be a sharing of information, a strong culture and clear vision, clear leadership and as a result empowered paid and unpaid workers.

Commitment by employees to the sport club entity will be ensured in the following general conditions

- Volunteers and paid workers both work within the scope of job descriptions
- Information flows freely through the Governance and Operational levels of the club
- There is an emphasis on training and development irrespective of employment status
- Training and development meets clear objectives of the organisation
- HRM processes of performance appraisal are implemented for all workers
- All employees are recognised and rewarded for contributions toward the achievement of club goals

Volunteer turnover is expected and necessary. However too much volunteer/paid employee turnover is not.

6.5.3 CASE STUDY – The Recalcitrant Board Member

Bill Walsh had a long history as a national representative player for a major National Sport Organisation. He is a highly committed and well qualified coach and has two children who have made national teams in their age groups. Bill has a lot of support amongst the rank and file members because of the profile he developed when he was a national player. About two years ago, a casual vacancy occurred on the National Board and Bill was appointed to fill the unpaid position. Since he has joined the board, Bill has had the worst attendance record of all of the board members. When he has attended meetings, he has rarely followed up on assigned tasks. Outside of board meetings he has frequently been overheard running down board members, the staff of the organisation and the major sponsors. The NED has complained on a number of occasions about having to move into damage control with sponsors after Bill, in his role as a board member, has shared the corporate box with them at home games. As a result of Bill's actions, several of the best and brightest board members and the NED are threatening to resign and the major sponsors have signalled that they may not renew the three year agreement

which expires next year. There is no by-law in the constitution which relates to the performance of board members and there is no precedent within the organisation of terminating the services of an unpaid board member.

Should this situation be handled through a process of performance appraisal? Who will conduct the appraisal process? Who will be appraised and what will be appraised? Should the appraisal process be evaluative or developmental? Which appraisal methods should be used? Should they be different for paid and unpaid staff? If the decision is made either to ask for Bill's resignation, or to fire him, who should do it? How should it be handled? What are the potential problems if the performance appraisal process is poorly handled?

(With permission Chapter 10 p 181 Trenberth & Collins (1999) (eds) Sport Business Management in New Zealand.)

The case is a similar story to many others existing in sport clubs at all levels. Once in this situation there are many issues that need to be addressed, the question remains how did the club allow Bill to take them in this direction.

Much of the training required to help retain people is in the developmental area. Board members like others should be held to account through a meeting process that requires that their actions are checked and that performance is appraised. Assistance comes through a clear understanding of Governance and setting up strong club cultures.

6.6 Governance versus Management

Most organisations today in the corporate sector are headed by a board (although they may be called a committee or council in some cases) and their role is to govern.

In the corporate sector the Board may consist of outside professionals and inside executive directors but in the not-for-profit sector the Board may comprise of unpaid volunteers.

The Board represents the interests of the organisation's stakeholders, provides organisation wide leadership and is the body with the final level of accountability for success or failure.

Governance is different to management although there is intertwining of the two roles. In organisations with paid staff it is easier to differentiate between the two roles but in organisations where the Board has to perform both functions it becomes much more difficult to separate and perform both roles.

Roles of Governance

The Board's primary role is the establisher and guardian of the organisation's purpose (Kilmester 1993). This requires representing the interests of the organisation's consumers and looking outside the boundaries to see what its purpose is.

The Board responsibilities include

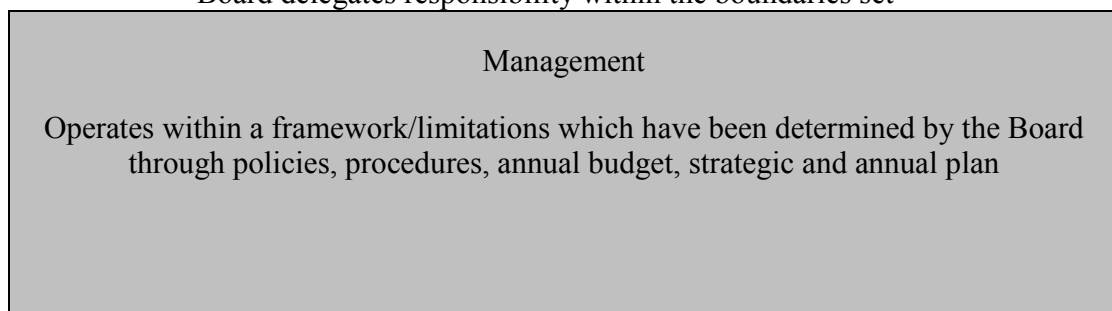
- To employ and monitor the performance of the CEO (or equivalent management position)
- To establish the mission, vision, aims and values of the organisation
- To develop and sign off the strategic plan
- To develop operational limitations and governing process policies
- To allocate the resources to achieve the agreed strategic goals

Differentiating Governance and Management

The Board is responsible for identifying and monitoring outcomes or results rather than getting involved in processes.

The CEO or paid employee of the organisation is appointed by the Board and delegated the day to day management responsibilities for which he/she is accountable. The Board sets the *ends* (outcomes) while the staff develop the *means* to achieve the outcomes. The boundaries or framework within which the CEO and staff are mandated to operate is set by the Board through policies, procedures, plans and budgets.

Board delegates responsibility within the boundaries set



Management through the CEO is responsible for the ways or the means by which ends are achieved. The primary concern of management is day to day operations, coordinating events

and controlling resource utilisation, motivating and supervising staff and managing information systems to ensure effective operations (Kilmister 1993;36).

Governance Where No Paid Staff

In an organisation where there is no paid employees, the Board will have to perform both the management and governance roles simultaneously. Past experiences have shown that the management role is always most urgent and will usually take priority (if not all the attention). This inward focus on operational issues is typical of many clubs and organisations.

In a partnership or joint venture one of the desired outcomes is to be able to employ staff or have a structure which allows both governance and management to be separated. During the formation of a partnership or joint venture governance issues will need to take priority as new visions and goals and operational limitations are established.

How to Incorporate Governance in Meetings

Boards need to ensure that they separate out the two roles and schedule time to consider each independently.

Some ways this could be done

Develop a timetable of Board/Committee meetings

For each meeting a) have an agenda item scheduled that deals with governance
 or
 b) allocate every second meeting to governance matters.

For more information on Governance

Kilmister, T. (1993) Boards at Work – A New Perspective on Not-for-Profit Board Governance. NFP Press, Wellington, NZ

7.0 Joint Venture Resources

7.1 Strategic Issues and Trends in joint ventures (for use by club committee trends chart p 14)

Strategic Issue 1. Sportville

The Hillary Commission for Sport, Fitness and Leisure produced an industry discussion in Feb 2000 indicating a new trend in sport in New Zealand called 'Sportville'. Their vision of the future sees sport clubs amalgamating on parks and open space to form strong collectives much the same as happens in the rural sports communities.

Solution

Sport club partnerships can bring substantial rewards. Benefits sited include: enhanced financial security, cross-over, improved management.

Strategic Issue 2. Reducing Volunteerism

Club volunteerism, community service and joint effort are being lost at the same time we have increased expectations of service quality and standards. Participants at club sport level have reduced discretionary time. The pace of life is increasing and there is time pressure. All this mitigates against continued involvement in volunteer sport as traditionally occurred.

Solution

Evidence suggests people will join clubs where there is a vibrant atmosphere, a common. People will volunteer to help in successful clubs where they feel valued and they can see the results of their work.

Strategic Issue 3. Leisure Lifestyles

Changing sport profiles have meant a radical change in what some young people do with their leisure. Many younger people are not focused on traditional sport and have a greater range of sport including new (individually) focused 'trendy' activity such as skateboarding/snowboarding to choose from making it difficult to predict sporting participation trends in the future. This is said to be a key reason for the decline in traditional sport numbers.

Solution

Provide more choices for people and include activity options that meet peoples for a diversity of activities some matched to new technology and trends

Strategic Issue 4. Discretionary Time

People have less time to be able to volunteer to administer and coach sport. New Zealanders are working longer hours than in previous decades and the volunteer work required of clubs in this new competitive business era has become more complex and time consuming than many can handle.

Solution

Make it possible for people to volunteer for a small part of the work of the club while they are supported by good club administration and a structure that shows that it values their efforts.

Strategic Issue 5. Strategic Partnerships

Strategic partnerships are suggested to be the best way that clubs can survive in the new millennium. Partnership with other clubs in the shared use of resources is not only cost effective in the savings generated in the reduced administration and overhead costs, but gives a bigger pool of talent to assist with the ongoing development.

Solution

Find a partner/amalgamate and share costs. Explore mutual rewards from cross pollination of ideas and resources.

Strategic Issue: 6. Sports Mall

Sports malls and cluster theory point out that single entity sports centres (public/commercial) always run into financial difficulties but, if a range of commercial sport are included in the site it becomes a winning formula for both providers, coaches, players and members. This philosophy regarding commercial sport should also be applied to sport clubs in the not for profit sectors.

Solution

Learn from Commercial Sector examples where just like urban malls, commercial sports are beginning to 'cluster' together to bring a diverse range of customers to their doors

Strategic Issue: 7. Consultation

One key component of successful amalgamation processes is clarity in understanding all parties long and short term goals. To do this quality consultation processes internally, within club membership and externally, with amalgamating clubs is essential.

Solution

Identify an organization empowered to assist you to help with tricky communication challenges. Maintain a 'learning organization' openness (see Marist Sports Case study) in communications.

Strategic Issue: 8. Centralising Clubrooms

Emphasis should be placed on centralizing physical resources (buildings/playing fields) toward comprehensive 'sports mall' concepts, larger parks with centralized multi-use clubrooms such as those starting to show up in Canada, the U.K. and Australia.

Solution

Audit your physical resources and work out the best rationalization of space. Save money in ongoing maintenance, make the hard decisions about which facilities to let go.

Strategic Issue: 9. Governance/Operations Split

Clearly defined separation between Governance (those who determine the strategic direction of the club) and Operations (those volunteers/coaches/administrators and or paid staff who run the club day to day) is essential for professional operation of sport at all levels. Key issues of 'knowing about operations but staying out of them' and 'providing the board with the right information', become essential for successful clubs.

Solution

Clearly delineate between those who govern and those who are employed or volunteer to do the work. . Make sure you have good appointment 'best fit' recruitment processes at the operational level.

Strategic Issue: 10. Fewer Elections

Club Structure was considered an important issue in a recent forum of community services managers. Successful future clubs will be based on a movement away from heavy reliance on elected volunteer representatives. Instead clubs will need to explore governance models which will lead to increased professionalism in the strategic planning of their sport. In such models a greater number of volunteer appointments will be made based on person job fit criteria.

Solution

Minimise election bias, capture and fractional infighting. Put in place processes which are a mix of appointment and election when selecting boards and when identifying key governance positions?

Strategic Issue: 11. Economies of Scale

Your club may not operate as a board with paid staff as the size of your club does not permit this. Making decisions in the (board room) of a strategic nature and then being a volunteer can be challenging. But in the small club setting this is what must occur to make things happen. Research is pointing out that often there are failures as this club type is vulnerable to some members being left with no contribution to make as others take on more and more work. Competing factions sometimes emerge.

Solution

Being part of a larger organisation which can achieve critical mass to split Governance and Operations is the only long term viable solution to this problem.

Strategic Issue: 12. Improved Constitutions

New entities or joint ventures involving sport need to consider creative new draft constitutions which should allow for transition agreements for physical and financial resource transfers which reflect the differing financial positions of the various entities involved in the amalgamation/partnership.

Solution

Make sure that the constitution is simple and complies with the Incorporated Societies Act and that you register it. Consider using one constitution as a basis for a number of club constitutions within a partnership arrangement.

Strategic Issue: 13. Sport & Business

Sport clubs should be managed as a special type of business. Well directed quality business management practices are required at every level to be successful in achieving organisational goals in any sector, Business, Not for Profit, Public and are equally valid practices for sport clubs.

Solution

Set up business structures to support your club/s development starting with a strategic planning process that can then be used to analyse progress.

Strategic Issue: 14. Professional Expertise

To be successful as a sport business clubs will need access to greater expertise than has previously been the case. Particularly in understanding and recognition of customers (participants, members, spectators, and affiliates), needs and satisfactions, developing strategic alliances and business partnerships, brand and service quality.

Solution

Accept nothing less than professional expertise in the operation of all aspects of the club.

7.2 Sport Club Joint Venture Case Studies

Amalgamations

CASE 1: Burnside Hockey Club

Clubs of Same Code Joining Together in One or More Shared Facilities

Type: Simple Amalgamation Sector: Not for Profit

This is an example of two sporting clubs of the same code deciding to join together into an amalgamated club with a new constitution. The two clubs were High School Old Boys Hockey Club and Burnside Hockey Club. They are now centralised into the Burnside Hockey Club facility.

CASE 2: Marist Sports – Palmerston North

Clubs of Different Codes Joining Together in One or More Shared facilities

Type: Semi Amalgamation/ Shared constitutions. Sector: Voluntary/not for profit

The Marist Sports club originated as a set of clubs set up by those in the Marist Religious Order. Marist – Palmerston North embraces the concept of partnership and has a unique structure that allows for clubs to work co-operatively under the ‘Marist Brand’. The club currently provides for 10 major sports directly in Palmerston (Basketball, Cricket, Cycling, Hockey, Netball, Rugby, Soccer, Table Tennis, and Touch). It has an association with a further three clubs which are affiliated to it. These are Athletics, Squash and Volleyball. Each of the mainstream sports has its own club committee and constitution and the umbrella organisation also has a constitution covering all of them. Each code takes ‘cuts’ from this generic constitution and writes in their own provisions peculiar to their sport.

Marist operates in one shared facility. This facility has adjacent car-parks and two houses to let that provide an income stream. It has a governance committee (board of directors) comprising one representative from each code. All policy is written by the board with input from the codes.

Activities of the club are centralised in regard to membership reciprocal arrangements, sponsorship, and funding applications. There are two letterheads for the club. One for each code with Marist logo attached and one for the Marist Sports which acknowledges all of the contributing and affiliated clubs.

Their aim is to boost the social interplay between codes (e.g. rugby and netball prize giving together).

They have a clearly set out policy document determining how other clubs might affiliate with Marist Sports. This document outlines the criteria for this affiliation.

Partnerships (Commercial and non-commercial)

CASE 3. Millennium Institute – North Shore

Clusters of clubs sharing owned facilities, buildings and resources

Type: Joint venture partnership – clubs of different codes joining together Sector: Not-for-profit, commercial)

The Millennium Institute's Multiple Sports Club is an example of sport joint venture in New Zealand. North Harbour Athletics, North Harbour Water Polo and North Shore Swimming Club were all facing similar challenges as sole operating clubs and agreed to combine, beginning the process with a working party of representatives. Not only did each club become economically viable but they allowed members better opportunities in terms of world class facilities with amalgamated professional staff and coaches leading to better competition. The three entities retained autonomy and no changes were imposed on their traditional methods of operation though support was available at all levels. These clubs supported each other through marketing, referrals and shared customers. The focus is definitely to develop a win/win situation for clubs and players to complement each other rather than compete against each other.

CASE 4. Altone Park Sports Pavillion

Clusters of organisations (including sports club/s) sharing facilities, fields, buildings and resources

Type: Partnerships – clusters of organizations sharing facilities Sector: Public and not-for-profit

Another example of large-scale shared use of a sporting facility is Carine Clubrooms (Altone Park) in Stirling, Australia. The founding clubs and the City of Stirling jointly funded it. The facility accommodates seven clubs involving the disciplines of soccer, Australian rules (juniors and amateurs), cricket, athletics, baseball and dog obedience. Altone Park Sports Pavilion, Western Australia, has recently been built and is home to three clubs providing two hockey fields, two cricket ovals and two football fields with a combined membership of 600. Other facilities include a sports pavilion, a public library and a multi-sport recreation centre. It is located on the boundary of the Shire of Swan and City of Bayswater and serves residents from both municipalities and that was the primary reason that the councils agreed to jointly plan and fund the facilities located there. The land is owned freehold by the WA Planning Commission and is leased jointly to both the City of Bayswater and the shire of Swan.

Stan Halbert, Manager Recreation Services at the City of Bayswater said, "The development of the sports grounds and pavilion was only possible as a joint venture between the City of Bayswater, the Shire of Swan and the Altone Park Sports Club. It has ensured that the facilities provided are utilised on a year round basis and meet the proven needs of sporting clubs and community groups".

Their management objectives included

Maximising utilisation of the playing fields

Promoting the development of junior sport in the area

Encouraging cross utilisation of the Altone Park Recreation Centre, and

Ensuring use of the Sports Pavilion

CASE 5. Christchurch Rugby Club

Mergers, joint ventures and commercial partnerships

Type: Commercial Partnership Sector: Commercial Recreation/Not for profit

The Christchurch Rugby Club has combined a private ground Christchurch Park with commercial operators in physiotherapy, accommodation and restaurant representing partnerships between Commercial and Voluntary Sectors. The complex has a combination of facilities to offer including, a swimming pool and squash courts. Japanese owned it operates as a community rugby facility with a range of commercial operators based on site. Guest teams and clubs use the facilities and Council is still involved in ownership of the bulk (some 6 ha) of the open space.

Greenfield's

CASE 6. Waipuna Sport Club

Clusters of Clubs sharing a new purpose built facility (Greenfield's)

Type: Greenfield's partnership. Sector: Public Owned and not for profit used

Both this club and the Papamoa Sports Club are projects of the Tauranga District Council. Both have required a significant commitment from the Council. The Council's thinking is "given we have to assist clubs when they get in trouble with their facilities, why not commit to the appropriate facilities up front".

The Waipuna Sport Club is a central utility (Building) situated around the playing fields of five different sports (...) The centralised building has changing rooms, toilets, storage facilities, is liquor free, and has car parking. The clubs use the facilities undertake a basic level of cleaning, with the Council doing the overall cleaning (given they have to clean public toilets anyway).

The concept revolves around the Council providing a base level of service to clubs, allowing the clubs to focus solely on 'sport', with the Council taking care of everything else. The burden of ownership was removed from the clubs. A distinction was made between the wants and needs of the user groups, for example whilst a club may want a bar, they do not need a bar to actually participate on the sports field. The Council aimed to meet the needs; the wants can be satisfied by the clubs themselves in some other way i.e. forming a partnership with a local hotel.

The club was built after considerable public consultation, and the development of a comprehensive strategic plan that provided a total understanding of the participant needs. The club is managed by a management committee that consists of Councillors and a representative from each of the five clubs.

Waipuna Sports Club Bay of Plenty (taken from Club Joint venture Research Sport Canterbury, Jan 2001).

7.3 Legal Entity Options

There are a number of ways in which organisations can be ‘organised’ or set up as entities. The structure or organisation decided upon will be determined by size and purpose.

Organisations will be profit making or non profit making or in some cases will manage different parts of the organisation for each of these outcomes. An example in sport is the commercially run franchises in rugby and netball which operate to make a profit or money operating and often shareholders being the Regional Association which operates as non profit organisation.

Legal Forms

Organisations are categorised according to the legal status they hold. Some organisations such as an unincorporated society have no legal status while the registered companies are complex with strict rules and regulations.

1. Unincorporated Society (the least formal organisation form)

Is not a legal entity in its own right – it does not have a separate legal being apart from individual members. Being unincorporated it cannot enter into contracts, sue or be sued or take any part in legal proceedings as an entity.

2. Incorporated Society

Takes on a legal entity of its own despite changes in membership and is able to enter into contracts, own property in its own name, be sued or sue as an entity and is legally liable for actions.

3. Trusts

Trusts are unique due to the fact that the people who control the organisation do so on behalf of the beneficiaries. Trustees can be personally liable for decisions made within the trust. This is normally protected through insurance

4. Sole Traders and Partnerships

The sole trader is an individual whereas partnerships can be two or more people working together as an entity.

While recognised as separate legal entities both of these forms operate under unlimited liability which means that those involved are responsible for covering any debts with their own personal assets.

Partnerships are normally set up through a formal agreement which outlines financial inputs, profit dividing and partnership termination.

5. Companies

The advantage of this form is that it takes on a separate legal entity distinct from the individual /s who make it up. As a separate legal entity it exists until dissolved by law. Unlike the above sole traders and partnerships the company has limited liability which means that none of the individuals involved have any personal responsibility for debts incurred by the company

The above legally recognised entities are required to have a constitution which are the rules under which they operate (see section on constitutions)

For more information on legal entities

Gerbic P & Lawrence M (1998) Understanding Commercial Law. Butterworths Publishing, Wellington , NZ.

Lawrence M (1998) Legal Studies – A first book on New Zealand Law. Dunmore Press, Palmerston North, NZ. 5th Edition

Smith A & Stewart B (1999) Sports Management: A Guide to Professional Practice. Allen & Unwin, NSW, Australia

7.4 Sport Facility Development

There are a number of options for clubs considering joint ventures. It would be wrong to immediately suggest that amalgamation and or partnership are in some way inextricably linked to sport facilities and clubrooms. This is true in many cases, but it is not essential, that a joint venture involve a building, nor in many cases desirable that you have a building as the basis of your new structure. It may be appropriate to rent or sub-lease space for the operational requirements of your new combined club.

However given the qualification above a number of sports club joint ventures and some partnerships involve the consolidation of codes into buildings. Many of these facilities are not designed for this purpose, or they are old and outdated. Even when a Greenfield's approach is taken it is important for the new clubs to have a say on the design and utility of the buildings.

This section is provided to help clubs understand how to manage physical resources through a joint venture. It covers:

- References on recreation building design and use
- Checklist of issues in sharing space
- Pros and Cons of adding onto an existing building

Multi and single use spaces
Utility spaces (administration/ablutions/other).

7.4.1 References - Design and Use of Sport/Recreation Buildings

A significant issue is appropriately designed space.

“Many leisure (sport) centres are developed in response to requests from individual groups. The results can end up as single-purpose facilities. Successful facilities have to be flexible and have a range of multi-functional spaces to attract a range of users”

(Leisure Centre Design 1996)

One key problem in the design of sport facilities is their underutilisation because they are single use spaces. One key reason clubs need to amalgamate is the cost of maintaining these under-utilised single use spaces. It is suggested that clubs start considering how to make spaces multi use.

How to multi-use spaces.

Examples:

An ***indoor space for sport*** can have markings for a range of potential users not just the one specialist sport.

Lounge and meeting space can double as small group activity space and there are literally 1000's of activities that could occupy these spaces.

Bar facilities in the traditional sense cannot be used for anything else, carefully developed social and drinking spaces can double as entertainment, spectator and meeting spaces and in some cases activity and programme spaces as well.

Squash courts can be reoriented to be:

Racquet ball courts, miniball courts, boxing training areas, circuit areas as an adjunct to fitness facilities, bouldering rooms and climbing walls.

Car-parking spaces can be utilised for hard court activity.

Sport Grounds can be set up in such a way that multi code use can occur, particularly relevant for the placement of such areas as cricket blocks, spectator seating, shelter and trees.

None of the changes mentioned in the above example involved the rebuilding of the basic court/rooms; they simply require reoriented interiors to make them more multi-use.

These principles apply to all aspects of sport facility design and development. The very first question that should be asked is how to maximise the utility of this space while maintaining its usefulness for key functions?

7.4.2 Best Practice

Best practice issues arise in a range of categories these include:

Access
Access for People with Disabilities
Aesthetics and Quality
Energy Efficiency
Configuration of Activity Space
Storage
Delivery of Stock
Signs

Specific best practice issues are addressed in the following:

Management Control

The biggest cost in a leisure/sport building is staffing. To keep staffing costs to a minimum, centralise as many management functions into one location as possible.

- Have only one entrance and combine the role of receptionist, booking officer and kiosk manager at off-peak times.
- Use simple and cheap methods of controlling the movement of clients within a leisure/sport centre without constructing walls or barriers.
- Have areas that can be locked off at low peak times or hired separately.
- Planter boxes can be used to separate areas of pedestrian traffic. In outdoor settings, the planting of rose bushes and other “prickly” shrubs will help direct people away from certain areas.
- The cost of supervising isolated facilities can often mean the difference between a money-spinner and a loser.

Maintenance

Maintenance costs are a key factor and reason for the need to amalgamate. Sharing these costs becomes essential if an amalgamated club is to function.

Give adequate thought to maintenance and cleaning during the design phase.

Provide good access to equipment, plant storage areas

Clear thinking about what the building/activity areas will be used for (knowing all possible compromise uses and all possible opportunities for revenue generating activity) will be essential in maximising the utility of your sport spaces. Anything that adds value to the facility without unduly affecting the operation will reduce the net cost of building and space provision (including management of these spaces) by generating some income:

General

Examples:

- Hire out the Lounge/meeting room/gym/activity space/office area.
- Run a booking service in your administration area for other clubs associations in the neighbourhood.
- Actively promote the availability of your sport space during low use and find ways to make it attractive for other users
- Sell un used storage capacity
- Stay connected with other sport/recreation providers to ensure you know what's needed and what demands there are for activity space for sport, recreation and community based programmes that you might be able to provide. Some key contacts in this regard; Local Authority/YMCA recreation staff. Sport Trust Sport Co-ordinators, Youth, church and community workers, commercial recreation centres

For a detailed look at the above sections refer to the Getting it Right publication (Hillary Commission, 1998)

Other key references:

Hillary Commission (1996) Leisure Centre Design

This guide written in 1993 and reprinted in 1996 scopes the management processes essential for running a sport and recreation facility.

Hillary Commission (1998) Getting it Right a Guide to Planning and Developing Sport & Recreation Facilities.

This guide scopes the process of planning, design and construction of Sport and Recreation facilities (New Zealand/Australia focus). It details how to go about the process of developing a new facility from scratch.

7.4.3 Facility Clubroom Analysis

This checklist is designed to be used when evaluating the value of a sport/recreation clubrooms, sport facility as the surviving amalgamated facility. You would use it to identify which facility provides the most value for consolidation of clubs in a joint venture process. For example: you are two same code clubs and you have decided to amalgamate; you both have facilities and you need some process to consider the pro's and con's of each facility before you make a final decision that you will consolidate into one or other. The same principles can be applied to multi-use facilities and many same and different code joint ventures.

Facility Suitability Checklist

CLUBROOMS (What you need)	HOW TO ASSESS	COMMENTS (Your facilities)
Location Location was sited as the key factor in the success of a facility. It needs to be close to the customer and have easy access, as well as being easily recognised	Clubroom locations should be marked on a map, draw a circle of a certain radius (say 3 kilometres). Use Table Builder (Statistics N.Z.) to estimate population within the area. Consider rival clubs and their locations and check for overlaps in the circles you draw on your map.	
Proximity to transport Appropriate environment Tenure and availability Capacity for extensions Good soil	Even with two clubrooms on the same park, do this process. Look also for the clubrooms closest to foot traffic, car-parks, shopping complexes and main roads. The facility with the greater population catchments and with the closest proximity to foot traffic is advantaged in terms of location.	
Appropriate zoning Adjoining land use	Land on recreation reserves are more amenable to recreation and sport purpose than land in other classification.	
State of the Building Exterior Clubrooms can be expensive to maintain. Permanent material structures with quality cladding are best	Check building exterior maintenance and compare between clubrooms/facilities.	
Flexi Use of Space Clarify which of the clubs has the most flexible spaces	Count the number of spaces then write a list of all the possible uses for these spaces. The bigger this list the more flexibility you will have in terms of the multi –use of the facility	
Operating Costs Review operating and maintenance costs	Consider the operating costs associated with the buildings, issues such as large areas requiring heating, cleaning, multiple entrance areas, long corridors needing lighting and other costs associated with the building operation including inefficient heating systems, little or no insulation should be considered.	
Social/User Space	Consider the number and location of the social spaces. Does the building have any how do they feel, what are there advantages and disadvantages i.e. overlooking fields of play, easy access to outside/car parks/club admin area	

7.4.4 Clubroom building additions

Adding onto the Clubrooms

Pro's	Con's
<p>Positive Locational Factors Assumed building is in the right place to attract members (e.g. suburban park setting)</p> <p>Reduced cost Cheaper than a new building</p> <p>Existing land use status Assumed building is in the right zone for sport use and complies with scheme</p> <p>Reserve Often has protection of Reserves Act</p> <p>Goodwill People already know of the buildings use therefore no need to create new market from scratch</p> <p>Rationalisation Good opportunity to rationalise internal and external space</p>	<p>Need to work within existing building envelope</p> <p>Need to work within constraints of existing site</p> <p>Existing history of building and site</p> <p>Compromise on design</p> <p>Constraints associated with placement on recreation reserve.</p> <p>Requirement that the add on is of a higher standard than original</p> <p>Add on brings compliance issues: Egress; Fire; and Disability access from Building Act for the untouched portion of the building</p> <p>Difficult to change use of building to new purpose because of land/status and zoning</p> <p>High aesthetic design conditions of public areas</p>

7.5 Resource Management Act

7.5.1 Resource Consent Processes

If your club is engaged in reviewing building use and function with a view to altering the building or rebuilding on another site you should be aware of your need to comply with the requirements of the Resource Management Act 1991.

The most familiar and commonly recognised aspect of the RMA is resource consents. Resource consents are permission to use or develop a natural or physical resource and/or carry out an activity that affects the environment. They are obtained from regional, district and city councils and occasionally the Minister for the Environment or the Minister of Conservation which, when carrying out this function, are known as consent authorities.

Granting of resource consents is a process for consent authorities to assure themselves, the community and the applicant that the activity in question can proceed provided any adverse effects on the environment are avoided, remedied or mitigated. Approximately 49,000 resource consents were issued by consent authorities during the 1998/99 financial year.

Regional and district plans indicate whether applications for resource consent will be required in particular circumstances and, if so, what information should be submitted to support them. All applications must be accompanied by an assessment of environmental effects. Conditions may be attached to a resource consent in order to avoid, remedy or mitigate any adverse effects associated with the activity in question.

There are two types of resource consent under the Resource Management Act which likely affect sport clubs:

- Land use consent
- Subdivision consent

7.5.2 When consents are necessary

Part III of the Resource Management Act spells out the duties and restrictions under the Act. In most cases, the use of a resource is prohibited unless expressly allowed by a rule in a plan. The main exception is land use, which is permitted unless it contravenes a rule in a district plan. If this is the case, a resource consent may be necessary for land use.

Under the Resource Management Act, district and regional plans must spell out when activities may require a resource consent - and the type and category of consent that is necessary.

The first step for the applicant is to contact the local council for assistance. It will be necessary to check Part III of the Act and any relevant district or regional plans.

7.5.3 Making resource consent applications

Resource consents aren't the same as building consents. Building consents are concerned primarily with safety and are the responsibility of another part of your council. They are subject to national rules and regulations. Sometimes, you may need a building consent and a resource consent.

- How do I know I need a resource consent?
- Getting a resource consent
- Carrying out an Assessment of Environmental Effects (AEE)
- Notification/non-notification
- Making a submission on a notified resource consent application
- The consent process
- Pre-hearing meetings
- Hearings
- The decision

7.5.4 Duration of resource consents

Land use, subdivision, and coastal consents for reclamation last forever unless the conditions state otherwise. For all other consents, the maximum period for which they can apply is 35 years. A shorter period can be specified for any consent. If no time is specified, the consent will apply for a period of five years.

Review times can be specified within the consent term. There are only limited circumstances in which consent conditions can be reviewed outside of agreed review periods. This may happen, for example, if a new plan dealing with water quality or geothermal resources comes into effect and the regional council believes a review of consent conditions is appropriate to enable these rules to be met.

The only other justification for a review outside agreed periods is where information which influenced the initial consent decision is found to be inaccurate.

8.0 Financial Resources

Template 1.

Template Constitution

NEW CLUB

1. Name of the Club
2. Aims and Objectives of the Club
3. Membership of the Club
4. Subscriptions, Tuition and Registration Fees
5. Club Governance
6. Duties of the Board
7. Meetings
8. Voting and Speaking
9. Changes to the Constitution
10. Dissolution
11. Common Seal
12. Finance

1. Name of the Club:

- 1.1. The Club's name shall be **CLUB NAME** _____, referred to as the "Club".

2. Aims and Objectives of the Club

To have an environment that promotes excellence through the development of **CLUB NAME** _____ by:

- a. Developing pathways
- b. Providing a safe and positive environment
- c. Promoting opportunity for participants at all levels

3. Membership of the Club:

Membership of the Club will be open to all (*participants* _____) as defined by the National body plus all persons accepted as members by the Governing body "the Board".

- 3.1. **Application for Membership** shall be made in writing to the Board and signed by the applicant. The application may be accepted at any Board meeting of the club. Membership will fall into one of the following categories:

- 3.1.1. **Participants** _____ – Competitive. Any person who is enrolled in a competitive class/team/group.
- 3.1.2. **Participants** _____ – Recreation. Any person who is enrolled in a recreation class/team/group.
- 3.1.3. Coach – any person who is a coach for the club.
- 3.1.4. Supporter – any person who is desirous of aiding in the promotion of the sports/activities.
- 3.1.5. Board Member – any person who is appointed to the current Board.
- 3.1.6. Honorary Life Member – any person who has rendered valuable services to the club for a minimum of 7 years may be nominated.
All nominations for Life membership shall be forwarded in writing to the Board at least 30 days before an Annual General meeting.
- 3.1.7. Life members of the founding clubs will be granted automatic Life Member status.

3.2. Register of Members. This will be maintained by the Board.

3.3. Resignation. Any member of the club wishing to leave shall forward his or her resignation to the Board verbally or in writing.

4: Subscriptions, Tuition and Registration Fees:

4.1. Subscriptions, Tuition and Registration fees for any member category shall be set by the Board.

- 4.1.1. The Board may choose that certain categories of membership shall not pay a fee.
- 4.1.2. Membership shall lapse if any subscription, tuition or registration fee is not paid within three months of the due date. Special arrangements must be Made with the Board for late payment.
- 4.1.3. Any member falling into financial arrears for three months may be required to cease all club activities, but this shall not absolve him/her from the liability of payment.
- 4.1.4. Any expulsion shall not affect the liability of the member from any money due or accruing to the club and unpaid at the date of expulsion. Any costs incurred in the collection of the debts will be the responsibility of the expelled member.

4.2. Suspension/Expulsion:

- 4.2.1. A membership may be with drawn, suspended or terminated if the member:
- a. is convicted of an indictable offence
 - b. fails to comply with any of the provisions of these rules
 - c. acts in a manner considered to be injurious or prejudicial to the character or interest of the club
- 4.2.2. No member may be suspended or expelled without being given an adequate opportunity of being heard in defence. Notice of proposal to suspend or expel shall be given in writing setting out the charge preferred and notifying the time and place of hearing.
- 4.2.3. A member may have membership withdrawn, or be removed from office on a resolution carried by a 2/3 majority of votes recorded at the meeting of the Board called for the purpose.
- 4.2.4. If the meeting of the Board resolves to expel any member from the club that member shall thereupon cease to be a member of the club.

5: Club Governance:

5.1 The Governing body of the Club shall be:

- 5.1.1. Six members appointed as the “Board “, with specific skills in

The skill set will differ depending on what the amalgamated club seeks to achieve. Particular considerations will be the extent to which the club has a local, regional and national focus. Certain areas of expertise are also generic to sport club management a list of suggested board categories are therefore recommended as follows:

Marketing, Finance, International Focus, Human Resources, Business Strategic Planning and Development, and Facilities/Grounds Management.

- 5.1.2. In addition the Board may appoint such other officers as they shall determine, and shall prescribe the duties of such officers.

5.2 The appointment of the Board shall take place in the following manner:

- 5.2.1. From the Board members appointed, a Chairperson will be elected by the club members at the Annual general meeting.
- 5.2.2. At the first Annual General Meeting of the Club, and after the completion of two years service, three Board members (Marketing, Facility Management, Strategic planning) will retire but will be eligible for reappointment.
- 5.2.3. Each subsequent Annual General Meeting three Board members will retire rotation but shall be eligible for re appointment.
- 5.2.4. All Board members will be appointed for a term of two years except for the Inaugural Board.
- 5.2.5. Those Board members not seeking re appointment must give written notice 60 days before the annual general meeting. These vacancies must be advertised.
- 5.2.6. Applications for Board member must be made in writing and lodged with the clubs Chairperson 30 days before an annual general meeting.
- 5.2.7. A Board member job description will be available to all prospective applicants.
- 5.2.8. Such job descriptions will form an important role in Board appointments and will reflect the strengths required to suitably carry out the Clubs activities.
- 5.2.9. The Board may make appointments to fill any Board vacancies that may arise throughout the year, and such appointments shall remain until the next Annual General Meeting.
- 5.2.10 The new Board members will be appointed annually by a selection panel. This panel will consist of an appointee from:

Suggestions

Regional Sport Organisation (R.S.O.)
Regional Sport Trust (R.S.T.)
Local Authority
Major long term Sponsor/Funder

5.3. Sub committees:

- 5.3.1. The Board shall appoint sub-committees as it may consider necessary and shall prescribe the duties of such sub-committees, and may from time to time dissolve such sub-committees and appoint others or alter the personnel of such sub-committees as the Board may determine.
- 5.3.2. In the appointment of any sub-committees, the Board shall not be restricted to choosing from its own club members.
- 5.3.3. No decision of a sub-committee shall be binding until it has been ratified by the Board, nor shall any sub-committee have the right to transact any business in the name of the club.
- 5.3.4. The sub-committee shall elect its own Chairperson.

6: Duties of the Clubs Board:

- 6.1. The control and management of the club shall be vested in the Board which shall be given the widest possible powers to do all things that may be necessary in the pursuance of the clubs objectives. For instance:
 - a. Employ the human resources, funds and assets of the club in such a manner as is deemed in the best interest sports participants.
 - b. Borrow and invest monies for the purposes of carrying out the objectives of the club as may be determined from time to time by the Board.
 - c. Raise monies by subscriptions, levies, affiliation fees, donations or otherwise.
 - d. To acquire by lease, purchase, or otherwise acquire any real or personal property.
 - e. To sell, exchange, maintain, improve, lease, hire, mortgage, dispose of, manage, control, invest or otherwise deal with and turn to account any real or personal property of the club.
 - f. Provide a high standard of instruction and leadership for the members in a safe environment.
 - g. To join and affiliate with any person or other organisation of whatever kind and having similar objectives.

- h. Employ officials at such remuneration and for such time and purpose as it may from time to time determine.
- 6.2. The Board must ensure the club protects** and always provides for the founding codes – Founding Codes _____
- 6.3. The board must ensure provisions** are made for the ongoing development of the founding codes.

7: Meetings:

- 7.1. Annual General Meeting.** An Annual General meeting of the club shall be held each year during the month of November, on a date and at a time and place to be fixed by the Board.
- 7.2. Annual General meeting order of business shall be:**
- a. The Chairperson shall present the Annual report and accompanying accounts.
 - b. The Board will appoint two scrutineers.
 - c. The three new members to the Board will be announced.
 - c. The Club members will proceed to elect club chairperson from the six Member Board.
 - e. The Board will appoint an Auditor.
 - f. To transact general business.
- 7.3. Special General Meetings** A special general meeting shall be convened by the Board on the requisition in writing signed by a number not less then 1/3 of its eligible voting members.
- 7.3.1. Such requisition shall clearly state the reasons why such meeting is being convened and the nature of the business to be transacted.
 - 7.3.2. Such meetings shall be called 45 days on receipt of requisition.
 - 7.3.3. The business of a special meeting shall be stated in the requisition notice and no other business may be transacted.
- 7.4. Summoning of Annual and Special General Meetings.** The Annual General Meeting and any Special General Meeting shall be summoned either by giving written notice of it to each member or by inserting notice of the meeting in a newspaper circulation in Christchurch at least 30 days before the day fixed for the meeting.

7.5. Ordinary Meetings. Will be convened by the Board as required throughout the year to discuss all club matters.

7.5.1. All club members must have access to copies of the minutes within 14 days of the meeting.

7.5.2. The Board shall meet at least monthly throughout the year.

7.6. Quorum:

7.6.1. At any Ordinary Board meeting an attendance of at least 4 board members shall be present to form a quorum.

7.6.2. At the Annual General Meeting 10 members shall be present to form a quorum.

7.6.3. At a Special General meeting an attendance of at least 75% of the members signing the requisition to convene the meeting shall form a Quorum.

7.6.4. If after 30 minutes from the appointed starting time a quorum is not present the meeting lapses to another time and place as directed by the Chairperson of the Board.

8: Voting and speaking:

8.1. Resolutions, motions and elections put to the vote shall be decided by a show of hands or by secret ballot, whichever is deemed appropriate? In the case of the equality of votes, the Chairperson at the meeting is entitled to a second or casting vote.

8.2. Speaking Rights. On written request 7 days before a Ordinary Meeting all members have speaking rights at Board meetings.

8.3. Notices of a motion. From a member must be received in writing 7 days prior to the meeting.

8.4 The only persons entitled to vote at an Annual General Meeting and a Special General Meeting shall be club members aged 16 years or over, Board, Coach , Life and supporter club members.

8.5 Voting rights shall be one vote per persons eligible to vote.

9: Changes to Club Constitutions:

9.1. Changes can be implemented and a 2/3 majority of voting members attending the meeting as described in clause 7.5 is obtained at a Special or Annual General meeting of the Club. Such alterations are subject to the provisions of the Incorporated Societies Act of 1908.

10: Dissolution:

10.1. **On the winding up** of the Club either voluntarily or by the High Court, or on the dissolution of the Club by the Registrar of Incorporated Societies all surplus assets after payment of all costs, debts, and liabilities shall, subject to any trust affecting the same, be disposed of by vesting them in other clubs who have similar objectives.

10.2. **The voluntarily winding up** of the Club will be by a majority resolution of its Members.

10.3. **The resolution** must be confirmed by a majority vote at a Special General Meeting of all clubs members convened for this purpose to be held not earlier than 30 days and no later than 60 days after the date on which the original resolution was passed.

11. Common Seal:

11.1. **The common seal** shall be in the custody of the Chairperson and can only be affixed in the presence of at least TWO board members.

12. Finance:

12.1. **The financial year** of the club will close on the *Date* _____ annually.

12.2. **The Board will pay member organisation affiliation fees** due as required by the respective organisations.

12.3. **All monies received** shall be paid to the credit of *CLUB NAME* _____ at a bank account determined by the Board of Directors.

12.4. **All accounts after approval** by the Board shall be paid by cheque, signed by any two persons authorised to do so by the Board.

12.5. **The annual accounts** shall be audited by an auditor, appointed at the Annual General meeting and shall not hold any other office in the Club.

12.6. A report of the years activities together with the audited Statement of Position and Statement of Performance shall be prepared for the management at the Annual General Meeting.

12.7. The board will delegate the responsibility of receipting and banking all monies due to the Club.

13: New Rules:

These being the first rules of the club there are no rules in force to be revoked.

The signatures below confirm this is a true copy of the rules of the **CLUB**

NAME _____ :

Person Profile

Personal Attributes:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Professional Attributes

Skill sets in as many of the following as possible

Communications oral written
Negotiating bargaining skills
Computer literacy
Meetings and minute process
Legal
Recreation/Sport Facility/Building design
Resource Management/Recreation Planning
Sport Management
Administration
Other

Template 3.

SPORT CLUB DEVELOPMENT RESEARCH

Questionnaire
for
Regional Sport Trust (RST)

Background

Our Club is currently researching information about our future development. We are considering where we would like to be in five years and whether we see an joint venture or partnership arrangement as a means toward achieving an improved future. One step in this process is to ask other organizations, our local Sport Trust and communities of interest about what they think we should be doing .

RST

Regional Sport Trust Questionnaire

Our Club Name:.....

Our Regional Sport Trust (RST).....

Location of Club Facilities:.....

Person/s answering this questionnaire:.....

Date:.../...../.....

I would be grateful if you would complete the following questionnaire and return it to:.....

by: .../...../.....

Who should complete:

Any officer within your organization who has an understanding of strategy for the development of sport (including our club) in the region.

QUESTIONNAIRE

Question One: Outline any plans in the region that may directly affect our club: Do so in the following categories?

Mergers/joint ventures, new club ventures, park developments, new policy

Question Two: Indicate the regional/national strategy direction for sport in the region. How will the RST implement this strategy and how does this affect our club.

Question Three: State the RST commitment to sport club development. Is it likely that you will support our specific effort to further develop our club. If so, state what type of commitment we can expect.

Question Four: Indicate here your knowledge of the needs of our particular sport, has the RST been involved with our sport recently and what has the nature of this involvement been. (e.g. assisted your regional body, assisted with development of strategic planning).

Question Five: This is an open ended question designed to be used by us help determine future direction for our club. I would be grateful of one or two statements from you that reflect our regional sporting trust view on the direction you believe we should take to secure our future.

Question Six: What sort of support could we expect from our RST
(please circle boxes)

1. Assistance with strategic planning
2. Assistance with a club health check
3. Provide a mentor to your Joint venture facilitator
4. Carry out the sport club joint venture process as an external facilitator
5. Provide funding to assist you with this process
6. Provide endorsements and letters of support
7. Work with your regional sport organization

Thank you for completing this survey please append any supporting material or additional comment to this survey.

SPORT CLUB DEVELOPMENT RESEARCH

Questionnaire

for

Regional Sport Organisations (RSO)

Background

Our Club is currently researching information about our future development. We are considering where we would like to be in five years and whether we see a joint venture or partnership arrangement as a means toward achieving an improved future. One step in this process is to ask other organizations Our parent sporting bodies and communities of interest about what they think we should be doing .

Our Club Name:.....

Our Regional Sport Organisation (RSO).....

Location of Club Facilities:.....

Person/s answering this questionnaire:.....

Date:../...../.....

I would be grateful if you would complete the following questionnaire and return it to:.....

by: ../...../.....

Who should complete:

Any officer within your organization who has an understanding of strategy for the development of sport (including our club) in the region.

QUESTIONNAIRE

Question One: Outline any plans in the region that may directly affect our club mergers/joint ventures, new club ventures, regional/national policy

Question Two: Indicate the regional /national strategy direction for our sport at the present time? Do so in the following categories?

State of membership in the region and what is being proposed to deal with it.(decline, growth, demand)

Supply of clubs
(too few, too many, inadequate, good standard)

Question Four: This is an open ended question designed to be used by us to help determine future direction for our club. I would be grateful of one or two statements from you that reflect our regional sporting organization view on the direction you believe we should take to secure our future.

Question Five: What sort of support could we expect from our RSO if we pursue a sport club joint venture or partnership process?

(please be specific, e.g. support with administration, endorsement and backing in writing, assist with strategic planning and joint venture process, background information etc)

Thank you for completing this survey please append any supporting material or additional comment to this survey.

SPORT CLUB DEVELOPMENT RESEARCH

Questionnaire
for
Local Authorities

Background

Our Club is currently researching information about our future development. We are considering where we would like to be in five years and whether we see a joint venture or partnership arrangement as a means toward achieving an improved future. One step in this process is to ask other organizations Our parent sporting bodies, Regional Sport Trusts and Local Councils and communities of interest about what they think we should be doing.

Local Authority Questionnaire

Our Club Name:.....

Our Regional Parent Body (RSO's).....

Location of Club/s Facilities:.....

Person/s answering this questionnaire:.....

Date:../...../.....

I would be grateful if you would complete the following questionnaire and return it to:.....

by: ../...../.....

Who should complete:

Any officer within your organization who has an understanding of strategy for the development of sport (including our club) in the region.

QUESTIONNAIRE

Question One: Outline any plans in the region that may directly affect our club (mergers/joint ventures, new club ventures, council policy direction, management plans).

Question Two: Indicate the parks/recreation and sport strategy direction for our sport at the present time? Do so in the following categories?

Sport Park Provision
(new sub-division, emphasis on green space)

Supply of clubs
(too few, too many, inadequate, good standard)

Attitude to Sportville in local authority area

Planning Department
(Reserves plans, emphasis on use of open space)

For Sport Clubs on Local Purpose and/or Recreation Reserves land. (otherwise go to Q 4.)

Question Three: Is there a reserves management plan for the park our club is located on?
(if so, how would our proposal to amalgamate with others on the reserve be viewed in light of this plan)

Question Four: Indicate any annual plan/policy shift implications for our club with respect to:

(user charges, rental fees, additional code charges for sports field provision, other issues)

Question Five: This is an open ended question designed to be used by us to help determine future direction for our club. I would be grateful of one or two statements from you that reflect Council Officer views on the direction you believe we should take to secure our future.

Question Six: What sort of support could we expect from our Council if we pursue a sport club joint venture or partnership process. (circle numbers)

Potential Support

1. Financial assistance with this project
2. Officer support to review logistics/strategic planning
3. Mentoring should we decide to use an internal club facilitator for this project.
4. Assistance (free) in dealing with issues related to siting of club on reserve, removal of chattels permissions and compliance with reserves act, and resource management act, building act etc.
5. Council to manage this process and provide an external Council appointed facilitator.
6. Endorsement and support to funders and sponsors (written letters of support).
7. Council Officer advice when needed
8. Clear policy mandates in this area to show us how best to proceed

Thank you for completing this survey please append any supporting material or additional comment to this survey.