

## Memorandum of agreement

### Management of the Farndon Park Domain

Dated: 1 March 2021

#### Between:

The Hastings District Council (the **Council**); and

The Farndon Park Domain Committee of Management (the **Committee**)

#### Background

1. This agreement sets a framework under which the Committee and the Council will work together to achieve the good management, day-to-day administration, and control of the Farndon Park Domain (the **Domain**).
2. The Domain's legal description is: Section 51 Block 1 Clive Survey District, Area A on S.O. 10367 (Part Lot 2 DP 21232), Area B on S.O. 10367 (Part Lot 1 DP 19173) and Area C on S.O. 10367 (Part Lot 3 DP 21232), in total an area of 11.0089 hectares.

#### The Committee's obligations and responsibilities:

3. The Committee will have the power to:
  - a. determine when it holds meetings, but shall hold at least one general meeting per annum and will provide the Council with minutes of its meetings;
  - b. lease areas of Domain, subject to the prior approval of the Council and compliance with the Reserves Act 1977;
  - c. hire out the Domain and any facilities on it to any potential user;
  - d. fix and charge rentals or hire fees;
  - e. to make rules for the use of the Domain and its facilities, subject to first obtaining the prior approval of the Council; and
  - f. raise funds, but not to borrow funds or commit the Council in any way to loan repayments. For clarity, the Committee may not pledge the Domain, and asset on it, or any Committee asset as security for any loan.
4. The Committee will:
  - a. Maintain and develop Domain and the facilities on it (subject to compliance with the Reserves Act 1977 and clause 5 below). However, no building, purchase, programme, or project costing more than \$10,000 shall be committed to, made, or undertaken without the prior consent of the Council; and
  - b. Comply with all relevant statutory and regulatory obligations, most notably including those in the Reserves Act 1977.

### **The Council's obligations and responsibilities:**

5. Despite the above:
  - a. Playground: the Council will be solely responsible for the playground, including all aspects of its maintenance and any health and safety monitoring; and
  - b. Toilets: The Council will look after the capital work involved in the presence of the publicly available toilets on the Domain (not including the in the camp ground), and the Committee will ensure that the toilets are locked / unlock, cleaned, and stocked.
6. The Council will provide the Committee with appropriate administrative, legal, and accounting assistance to enable it to comply with the terms of this agreement, its accounting and audit requirements, and the requirements of the Reserves Act 1977.
7. The Council is not liable to pay any compensation for any improvements effected on the Domain by the Committee or any other party.

### **Membership of the Committee**

8. At the commencement of this agreement the membership of the Committee are those that sign this agreement on the Committee's behalf.
9. The Council has the power to appoint and discharge any member of the Committee at any time.
10. The Council may appoint a person, typically a Councillor, as a member of the Committee or replace a person so appointed with another person. Upon the Council giving written notification of any such appointment or replacement, the appointee will be a member of the Committee, and no modification of this agreement is necessary to give effect to that change.
11. If a member of the Committee wishes to resign that position or is otherwise unable to perform that role, the member (or the Committee if the person is unable to do so themselves) shall provide written notification of that to the Council. Upon the Council's written acknowledgment of that notification the person will no longer be a member of the Committee, and no modification of this agreement is necessary to give effect to that change.
12. If the Committee wishes to add a new member to the Committee, the Committee is to notify the Council in writing of that desire accompanied by confirmation from the prospective member that they agree to their appointment as a member of the Committee. Upon the Council's written approval to the appointment the prospective member will be a member of the Committee, and no modification of this agreement is necessary to give effect to that change.

### **General matters**

13. When a subject arises where this agreement is unclear or silent, the Committee will consult with the Council about the matter.
14. The Committee will liaise with the Council's Public Spaces and Building Assets Manager Asset Management regarding issues affecting the Domain, or such other Council representative that is

advised to the Committee by the Council in writing, and that person is the HDC representative in relation to this agreement.

15. The term of this agreement shall end on the 30th day of November 2024

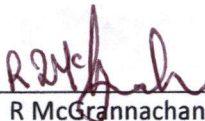
Dated this 1<sup>st</sup> day of March 2021

Executed on behalf of the Council by its Chief Executive



N Bickle

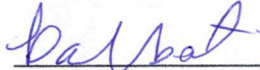
Executed for the Committee by its current members



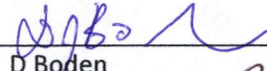
R McGinnachan (Chairperson)



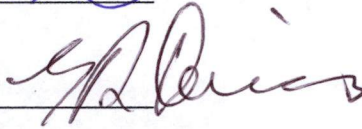
G Ashcroft (Secretary / Treasurer)



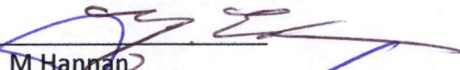
B Albert



D Boden



G Davis



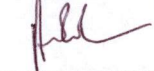
M Hannan



Elizabeth Johnston



R Webb



Councillor Redstone (Council appointee)

SCAN REQUEST

RF#

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Title

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