



**The New Zealand Hockey
Federation Incorporated**

**Member Management
Regulation**

Commencement Date: *1 February 2014*

The New Zealand Hockey Federation Incorporated

Member Management Regulation

1. Purpose and Status of Regulation

1.1 The purposes of this Regulation are to:

- a. establish procedures for the set-up and on-going management of a National Database which can be used by Associations and their Member Clubs for their own purposes;
- b. establish procedures for handling Personal Information on a National Database;
- c. find out information about Clubs and Club Members to better understand their needs and preferences and to ensure the strategies and programmes of HNZ and the Associations are appropriate to meet their expectations;
- d. better communicate to Club Members who have opted to receive newsletters, sponsor benefits, media releases and updates;
- e. attract commercial interest to hockey at all levels; and
- f. grow the hockey fan base in New Zealand.

This Regulation was adopted by the Board in accordance with Rule 17(j) (Duties and Powers of the Board) of the Rules at the Hockey New Zealand Board meeting held on 12 December 2013.

2. Commencement Date

2.1 This Regulation shall come into force on **1 February 2014** and shall continue in force until such time as it is revoked by the Board.

3. Definitions

3.1 Every reference to the Rules shall mean the Rules of HNZ unless specified otherwise.

3.2 The words and phrases used in this Regulation shall have the same meaning as defined in the Rules unless otherwise specified.

3.3 In addition to clauses 3.1 and 3.2 of this Regulation, the following words and phrases used in this Regulation shall mean as follows:

“Association Database” means the database of Club Information and Personal Information about those Clubs.

“Association Information” means information about an Association and includes its contact details (address, telephone numbers, email) and any other details as agreed by the Association and HNZ.

“Day” means Monday to Friday, excluding New Zealand public holidays and Auckland anniversary weekend.

“Club Information” means information about a Club and includes its contact details (address, telephone numbers, email), types of membership categories, membership and other fees and any other details requested by HNZ;

“Clubs” means those organisations who are affiliated to an Association, including but not limited to hockey clubs, schools and other affiliates.

“Club Members” means the players, coaches, officials, volunteers, staff and supporters who are affiliated to, or members of, a Club as so defined in the Club’s constitution or other governing documentation.

“Club Hockey Member Management Agreement” is the template agreement between an Association and its Clubs in the form attached as Annexure 3 to this Regulation.

“Intellectual Property” means any names, trademarks (whether registered or unregistered), ideas, processes, systems, methods, discoveries, innovations, inventions, improvements, devices, equipment, specifications, characteristics, designs, plans, drawings, original works of authorship, copyright works, trade secrets, know-how, experience, data, technical or other information, confidential information, and the like capable of ownership or protection at law and including all things protectable under copyright, patent, designs, trade mark, trade secrets and confidential information laws and similar laws and all associated goodwill.

“Modules” the modules set out in Annexure 1 recording the specifications and terms agreed between the Parties which are available to the Association as part of the Technology Programme.

“National Database” means the database of Association Information, Club Information and Personal Information collected and held by the Association and Clubs and also held by HNZ in accordance with this Regulation and the Privacy Act 1993.

“Personal Information” means any information about a Club Member and includes their name, contact details (address, telephone numbers, email), date of birth, gender, category of membership, date of joining, name of emergency contact(s), details of any medical conditions and any other details as agreed by the Club Member. For Club Members under the age of 18 years, this will include the name, telephone number and relationship of their Related Contacts.

“Player Registration Form” means the form signed by those persons registering to be a Club Member and includes the Player Terms and Conditions.

“Player Terms and Conditions” are the terms and conditions set out in Annexure 2 that those registering to be a Club Member must agree to in order to be a Club Member.

“Privacy Officer” means the HNZ staff member appointed to be the HNZ privacy officer in accordance with section 23 of the Privacy Act 1993.

“Related Contacts” means the parent(s), guardian(s) or caregiver(s) of any Club Member who is under the age of 18 years of age at the time of registering as a Club Member.

“Region” means one of eight entities recognised by HNZ including Southern, Canterbury, Capital, Central, Midlands, North Harbour, Auckland and Northland.

“Technology Programme” means the technology agreed to be provided by HNZ under this Regulation namely, the ability for Club Members to register to play and pay their registration fees online and any other Modules that HNZ agree to provide to an Association in writing.

“Technology Provider” means HNZ’s provider of the Technology Programme.

4. Application of Regulation and Amendment

4.1 **Application:** This Regulation applies to all Board Members, Members of HNZ, as defined in Rule 6 (Membership) of the Rules, including all Associations and other authorised persons who are granted access to the National Database in accordance with this Regulation.

4.2 **Amendment:** This Regulation may be amended by the Board in accordance with Rule 17(j) (Duties and Powers of the Board) of the Rules.

5. Transition from the Existing System to the Technology Programme

5.1 **Transition Period:** For a period of twelve months from the date this Regulation comes into force, or such other period as determined by the Board (“Transition Period”), Associations may use another system until the Technology Programme is in place. During the Transition Period, all Associations must:

- a. Use the Player Registration Form, whether in manual or electronic form.
- b. Ensure their Clubs use the Player Registration Form, whether in manual or electronic form.
- c. Ensure all Personal Information collected from Club Members is collected and held in accordance with the requirements of the Privacy Act 1993 and any other applicable law.

- d. From an Excel spreadsheet, upload into the Technology Programme no less than twice during the Transition Period (being no later than 30 April for winter registrations and 30 November for summer registrations) their full membership details a minimum of the Association Information and Club Member's names, dates of birth, gender and where possible, an email address and confirmation that the Club Members are fully aware of the purposes for which such information was collected (in accordance with the Player Terms and Conditions) prior to providing that such personal information.

5.2 **Player Registration Form:** After the Transition Period, each Association must ensure that the Player Registration Form is used by Clubs to collect Personal Information from Club Members.

6. National Database

6.1 **Data Entry:** Each Association must upload to the Association Database, Association Information, Club Information and Personal Information bi-annually (being no later than 30 April for winter registrations and 30 November for summer registrations) using the Technology Programme.

6.2 **Association Requirements:** For the purposes of achieving clause 6.1, each Association will:

- a. Require by a rule or rules in its constitution or regulations or by a Club Hockey Member Management Agreement that their Clubs collect and supply to the Association, Club Information and the Personal Information.
- b. Require their Clubs to collect Personal Information in accordance with the Player Terms and Conditions.
- c. Ensure online payment, in a manner agreed with Hockey New Zealand, is offered as an option for all registrations so that members have the option of paying online through the Technology Programme at the time of registration.
- d. Hold (and require their Clubs to hold) all Personal Information securely and ensure that it is not disclosed or used, otherwise than in accordance with the Privacy Act 1993 and any other applicable law and/or as otherwise specified by the Club Members concerned. If an individual does not consent to the Personal Information being disclosed to the Clubs, the Association and HNZ then membership must be declined.

7. HNZ Obligations

7.1 **Technology Programme Obligations:** HNZ will:

- a. Make available to all Associations, the Technology Programme to enable Associations to carry out their obligations under this Regulation.

- b. Appoint a contact person to liaise with Associations in relation to the Technology Programme.
- c. Through its Technology Provider, be responsible for the design, establishment, support with implementation, and technical maintenance of the Technology Programme, unless otherwise agreed with an Association.
- d. Ensure that it obtains the consent of any third parties for the use by Associations of any third party software, documentation and other materials (“Third Party Products”) which:
 - i. HNZ is permitted to use; and
 - ii. is required by Associations to carry out their obligations under this Regulation.

If HNZ fails to obtain such consent or if HNZ determines that the cost of obtaining such consent is unreasonable, alternative Third Party Products may replace those in respect of which consent has not been or cannot, except at unreasonable cost, be obtained.

- e. Supply to Associations appropriate wording for the Player Registration Form. Such Player Registration Form may be updated from time to time by HNZ.

7.2 Privacy Obligations: HNZ will ensure that:

- a. Personal Information is held, disclosed and used in accordance with the Privacy Act 1993 and as expressly permitted in the Player Terms and Conditions.
- b. It will allow any Club Member whose Personal Information is on the National Database to access his or her own Personal Information by written notice to HNZ in accordance with the Privacy Act 1993 and any other applicable law.

8. Technology Programme Operation

8.1 Use of Technology Programme: In order to perform its obligations under this Regulation, each Association will use the Technology Programme and:

- a. Develop a roll out plan for the Association and its Clubs, to be approved by HNZ and include (but not be limited to) Technology Provider training and information sessions for its Clubs.
- b. Appoint a contact person to liaise with HNZ and the Technology Provider in relation to the Technology Programme.

- c. Co-operate with HNZ in all matters relating to the Technology Programme, including but not limited to the management of the Association Information, Club Information and Personal Information.
- d. Attend meetings from time to time as may reasonably be requested by to discuss matters relating to the Technology Programme, including but not limited to providing information on the custom fields required for the Player Registration Form and subscription types.
- e. At all times, ensure it and all personnel and contractors act in compliance with all relevant statutes, regulations and the requirements and directions of all governmental, regulatory or other authorities relating to this Regulation, including but not limited to managing and keeping updated all Association Information, Club Information, Personal Information and other content.
- f. Comply with any reasonable request or instruction from HNZ in order to enable HNZ to comply with all relevant statutes, regulations, policies and the requirements and directions of all governmental, regulatory and other authorities, such as the Privacy Act 1993.
- g. Permit HNZ to have access to Association Information, Club Information and Personal Information collected by the Association for the purposes as set out in the Player Terms and Conditions.
- h. Permit HNZ and its Technology Provider a limited, non-exclusive licence access to its website and systems for the purpose of providing the Technology Programme functionality as agreed with HNZ.
- i. Appoint a staff member to be the Association privacy officer in accordance with section 23 of the Privacy Act and inform Club Members of this on the Association's website.

8.2 Technology Programme Modules: Where HNZ agrees to provide any Module to an Association in writing, an Association will, in addition to its obligations in clause 8.1,;

- a. Attend any Technology Programme training as required by HNZ.
- b. Be responsible for providing and loading relevant and appropriate content on the Association's website and will ensure such content is regularly updated.
- c. Ensure that elements of the Association's website are structurally designed in accordance with the specifications provided by HNZ. Branding and content will be aligned to Association standards.
- d. Pay any costs set out in Annexure 1 in relation to the Modules agreed with HNZ included in the Technology Programme.

- e. Allow HNZ and its Technology Provider to remove, in their discretion, any Association content from the Association's website where there is reasonable evidence to suggest that the content may breach a third party's rights or the law. HNZ or the Technology Provider will notify the Association as soon as practicable in the event that such content is removed.
- f. Ensure that any extra development required to such website by the Technology Provider (as agreed by HNZ, such approval not to be unreasonably withheld) will be at the Association's own cost.
- g. Ensure that where any Club of the Association wishes to operate any Module, the Club first enters into a Club Hockey Online Agreement with the Association. The Association will send a signed copy of the Club Hockey Online Agreement to HNZ for its records.

8.3 Intellectual Property: The Associations understand that the Technology Provider is the exclusive owner of and retains, all right, title and interest (including but not limited to, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights thereto) to all materials, including but not limited to any computer software, data or information developed or provided by the Technology Provider and any know-how, methodologies, equipment or processes, used by the Technology Provider to provide the Technology Programme. HNZ has obtained on behalf of Associations and their Clubs, a licence for Associations and Clubs to use the Technology Provider's intellectual property in accordance with this Regulation.

9. Charges and Payment

- 9.1 **Generation of Invoices:** Each Association will be responsible for the generation of invoices to be paid by their Clubs for any transactions generated through the Technology Programme (if any). The Technology Provider will be responsible for processing all Technology Programme related transactions (if any), including payment processing, account settlement, online help and the receipt of all payments processed on behalf of Clubs. The Technology Provider will be responsible for payment of any processing, credit card and card provider service fees as well as any additional fees, costs or charges in relation to payments processed on behalf of Club Members.
- 9.2 **Reporting:** All funds will be deposited and held in a bank account managed by the Technology Provider. The Technology Provider will provide each Association weekly reports relating to transactions (if any) conducted by Clubs.
- 9.3 **Commission Payable:** The Technology Provider will deduct commission as set from time to time for agreed Modules (as set out in Annexure 1), as well as any commission, charge-backs, refunds and other amounts agreed from payments received from such third parties, and will, unless otherwise agreed, transfer the balance of such funds to the relevant Association on a weekly basis (excluding the week of Christmas and New Year) except for auction settlements (if any) which will be paid on a monthly basis. Any loss caused by the reversal of credit card

charges (i.e. charge backs) by the credit card provider due to fraud or other credit card misuse shall be borne by the Association unless such reversal of credit card charges arises as a result of the Technology Provider's error, omission or fault.

- 9.4 **Payment Processing:** Each Association will use the Technology Provider's payment processing system for any Club Member applications and renewals that provide for payment by credit card lodged via the Association's website with the Technology Provider being entitled to the commission set out in clause 9.3.

10. Disputes

- 10.1 If any major dispute or controversy involving Associations or Clubs arises under this Regulation the Association or Club concerned must notify the Privacy Officer as soon as possible and the Privacy Officer shall, if they consider it necessary and appropriate, assume responsibility for the management and resolution of any such dispute.

11. Breach of Regulation

- 11.1 Any breach of this Regulation shall be dealt with in accordance with the Rules and any applicable Regulations of HNZ.

Annexure 1

Modules

On agreement with HNZ and payment of any fee set out in this Annexure 1 by an Association, HNZ will provide access to the following Modules:

Para	Function	Description	Fees
1	Website	A website that provides a 'real time' user-friendly content management system (CMS), ability to upload images and documents, ability to embed YouTube videos, integrated with all other Module, interactive calendars, easily supported by third party developers (i.e. Facebook, Twitter, YouTube etc.) good search function, industry standard security, online payment processing, online registration forms, news feeder and photo gallery. HNZ to provide a generic Association structural design specification template which must be used to ensure consistency across all associations. Functionality for the website wide search is included in the system to enable end users to see content easily.	No cost to an Association
2	Member Management	Ability for Club Members to register to play their registration fees and pay online. Reporting tools for users to export relevant information in standard CSV format, bulk upload via CSV. Users can create multiple levels of pricing allowing Clubs have their own specific pricing. The Association will provide a Player Registration Form, but the Club have the ability to add their own custom fields.	4% plus GST (including credit card fees) transaction to the Technology Provider*
3	Sportsdesq	Competition management solution covering Clubs, teams, players, officials, fixtures and results. Features include automated fixture generation, integrated venue allocation, division options, ladder calculation and display, flexible statistics, publishing/access control, google maps integration, venue clash reporting, Association Database integration and permission based access, mobile application and reporting.	No cost to an Association
4	Event Registration and Management	Ability to register for a tournament, event and pay online. Individual and team registration, volunteer management.	4% plus GST (including credit card fees) per transaction to the Technology

Para	Function	Description	Fees
			Provider*
5	Online Shop	Allows an Association to sell items online. Customised design 'shop front' categories and sub categories of items, item search, email marketing and historical sales tracking against Clubs/Club Members. The Technology Provider will manage the sale of such items with Associations responsible for fulfilment.	6% plus GST (including credit card fees) per transaction to the Technology Provider*
6	Bulk Email Creation and Distribution	Users can create and send emails, segmenting an Association Database, monitoring each email campaign, and developing standardised templates.	No cost to an Association
7	Ticketdesq	Management, selling, payment processing and ticketing of a range of events and corporate activities. Real time online ticketing, packaging, customised booking forms, email marketing, revenue reporting.	1.8% plus GST (including credit card fees) per transaction to the Technology Provider plus \$2.50 per booking*
8	Donations	Online donations solution that enables customised displays.	4% plus GST (including credit card fees) per transaction to the Technology Provider*
9	Auctions	Enables customised promotion of products with a customised layout and design. Bidders can register online and receive notifications. The Technology Provider will manage the sale of items with the Association responsible for fulfilment, product management and all other related aspects.	10% plus GST (including credit card fees) per transaction to the Technology Provider*
10	Support and Training	Phone, email and online help desk query: 90% within four business hours, 100% within 24 business hours.	No cost to an Association

* Fees payable above will be withheld by the Technology Provider prior to sending funds through to an Association.

Annexure 2

Player Terms and Conditions

(for those registering to be a member of a Club)

1. **Declaration:** I declare that all information supplied in this Player Registration Form is true and correct. If any of this information changes, I acknowledge that I will notify my Club of the changes, in writing or online, as soon as possible after they occur. If any of the information I have provided is not true or is misleading, I acknowledge that my membership may be terminated at the discretion of the Club.
2. **Termination:** I understand:
 - a. I may resign from my membership in accordance with my Club's Constitution.
 - b. My Club may terminate my membership in accordance with the Club Constitution.
3. **Bound by Rules:** I will be bound by the constitutions, regulations, policies, manuals, and reasonable directions of the Club, the Association my Club is a member of, and Hockey NZ.
4. **Use, Security and Access:** I understand that my personal information will only be used for the purposes listed in paragraph 9 below and in accordance with the constitutions, rules and regulations of my Club, the Association, the Region and Hockey NZ, and that, in accordance with the Privacy Act 1993:
 - a) my personal information will be held securely;
 - b) I will have access to my personal information; and
 - c) my personal information will be corrected upon request.
5. **Accept Risk of Hockey:** I have voluntarily accepted and assumed the inherent risk of danger and injury in hockey.
6. **No liability:** I will not hold the Club, the Association or Hockey NZ or their respective officers or employees, responsible for any claims, losses, expenses and costs (including legal costs) which may arise from or in connection with, my membership and/or participation in any activity authorised or recognised by my Club, the Association or Hockey NZ except in the case of gross negligence or a wilful act or omission on the part of my Club, the Association or Hockey NZ.
7. **Indemnity:** I indemnify my Club, the Association and Hockey NZ and its respective officers or employees, from all claims, losses and expenses (including legal costs) suffered or incurred at any time as a result of, or resulting directly or indirectly from, my failure to observe the constitutions, rules, regulations, policies, manuals, guidelines and reasonable directions of my Club, the Association and Hockey NZ respectively.
8. **Medical Declaration:** I am medically and physically fit and do not suffer from any injury, disease or condition, either physical or mental, that would affect my ability to safely participate in any authorised or recognised activities of my Club, the Association or Hockey NZ. If I am unsure about this declaration, or suffer from such a condition I have either listed it on the Player Registration Form or I am aware that I must bring it to the attention of my Club.
9. **Privacy:** I agree that my Club, the Association, the Region and Hockey NZ, and its respective officers or employees, can collect, hold, use and disclose my personal information as provided in this Player Registration Form (and any updated or additional personal information my Club, the Association, the Region or Hockey NZ obtains from me whilst a member, including any photo or other record of my image) for the purposes of:
 - a) processing my application for membership including notifying Hockey NZ of the information on this Player Registration Form for the purposes of my Club compiling a register of

members in accordance with the Incorporated Societies Act 1908 and for the purpose of the Association and Hockey NZ compiling a national database of members and participants (accessible only by my Club, the Association, the Region and Hockey NZ), and request me to renew if my membership lapses;

- b) including my photograph or other imagery on the website of my Club, the Association, the Region and/or Hockey NZ, in newsletters, annual reports, or similar official publications;
 - c) **if I agree**, (by ticking the appropriate box in this Player Registration Form), putting my name and contact information on my Club's membership list for use of other members of my Club;
 - d) **if I agree** (by ticking the appropriate box in this Player Registration Form), providing me with information and activities relating to my Club, the Association, the Region, Hockey NZ and other hockey matters;
 - e) **if I agree**, (by ticking the appropriate box in this Player Registration Form), enabling my Club, the Association, the Region and Hockey NZ to contact me with information about their products and services and the products and services of their sponsors or funders;
 - f) publishing any of my hockey results in the newsletters of my Club, the Association, the Region and/or Hockey NZ and on their websites;
 - g) selecting and publicly naming players, officials and teams to represent my Club, the Association, the Region and Hockey NZ at hockey events;
 - h) enabling my Club, the Association, the Region and Hockey NZ to comply with any statute, regulation, by-law or other regulatory instrument that requires collection or disclosure of personal information;
 - i) retaining the information provided on this Player Registration Form (as an inactive member) if my membership lapses for a reasonable period for the above purposes; and
 - j) any other purpose I agree to in writing.
10. **Continued Membership:** I understand that upon payment of my membership fee(s), if I am accepted to membership, I will become a member of my Club and that by paying such fee(s) by the due date(s), I will continue to be a member of my Club, unless I resign or my membership is terminated.
11. **Interpretation:** Every reference to "I" and "my" in this document includes the applicant and the parent/guardian/caregiver of the applicant (if applicable).

Copies of the constitutions, rules, regulations, policies, manuals and guidelines of the Club, the Association, the Region and Hockey NZ can be obtained by contacting your Club, the Association, the Region and Hockey NZ through their respective websites, where applicable.

For additional information please contact:

[insert contact details]

Annexure 3

Club Hockey Member Management Agreement

THIS AGREEMENT is made this _____ day of _____ 2014

BETWEEN: **[INSERT NAME OF ASSOCIATION]** an incorporated society having its registered office at **[insert office location]**

("Association")

AND: **[INSERT NAME OF CLUB] [Insert type of entity]** having its registered office at **[insert office location]**

("Club")

BACKGROUND

- A. The Association is a member of HNZ. The Association's purpose is to promote all aspects of hockey within the **[region name]** region.
- B. The Club is a member of the Association.
- C. The Association is currently involved in a ground breaking technology project for sports management and administration in New Zealand. As part of this project, the Association and its clubs have been provided the opportunity to have access to a new member management system and certain other Modules.
- D. The Club would like to take up this opportunity. Accordingly, this Agreement sets out the terms and conditions governing the use of the Technology Programme, and in particular, the management of any Personal Information.

IT IS AGREED as follows:

2. DEFINITIONS AND INTERPRETATION

2.1 **Definitions:** It is agreed that the following words used in this Agreement shall have the following meanings:

"Act of God" means an event arising out of natural causes with no human intervention, which could not have been prevented by reasonable care or foresight.

"Agreement" means this agreement and includes any schedules or appendices.

"Association Website" means the Association's website at **[insert website]**.

"Club Database" means a database of the Club Members and the Personal Information about those Club Members.

“Club Information” means information about a Club and includes their contact details (address, telephone numbers, email), types of membership categories, membership and other fees and any other details as agreed by the Club and HNZ.

“Club Members” means the players, coaches, officials, volunteers, staff and supporters who are affiliated to, or members of, the Club as so defined by the Club's constitution or other governing documentation.

“Confidential Information” means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by one Party to the other Party whether before or after the date of this Agreement, including, without limitation, Data, documents, Intellectual Property, operations, know-how, market opportunities, technical, financial, administrative or commercial information or other material received from or relating to the business affairs of that Party.

“Day” means Monday to Friday, excluding New Zealand public holidays and Auckland anniversary weekends.

“HNZ” means The New Zealand Hockey Federation Incorporated.

“Technology Provider Training” means the training provided by the Technology Provider to the Club to ensure the Club understands how the Technology Programme works.

“Intellectual Property” means any names, trademarks (whether registered or unregistered), ideas, processes, systems, methods, discoveries, innovations, inventions, improvements, devices, equipment, specifications, characteristics, designs, plans, drawings, original works of authorship, copyright works, trade secrets, know-how, experience, data, technical or other information, confidential information, and the like capable of ownership or protection at law and including all things protectable under copyright, patent, designs, trade mark, trade secrets and confidential information laws and similar laws and all associated goodwill.

“Modules” the modules set out in **Schedule 1** recording the specifications and terms agreed between the Parties which are available to the Association as part of the Technology Programme.

“Parties” means the Association and the Club, and **“Party”** means either the Association or the Club.

“Player Registration Form” means the form signed those registering to be a Club Member and includes the Player Terms and Conditions.

“Player Terms and Conditions” are the terms and conditions set out in Schedule 2 that those registering to be a Club Member must agree to in order to be a Club Member.

“Personal Information” means any information about a Club Member and includes their name, contact details (address, telephone numbers, email), date of birth,

gender, category of membership, date of joining, name of emergency contact(s), details of any medical conditions and any other details as agreed by the Club Member. For Club Members under the age of 18 years at the time of joining the Club this will include the name, telephone number and relationship of their Related Contacts.

“Related Contacts” means the parent(s), guardian(s) or caregiver(s) of any Club Member who is under the age of 18 years of age at the time of joining the Club.

“Region” means one of eight entities recognised by HNZ including Southern, Canterbury, Capital, Central, Midlands, North Harbour, Auckland and Northland.

“Technology Programme” means all of the Modules agreed to be provided by the Association under this Agreement.

“Technology Provider” means HNZ’s provider of the Modules.

“Term” has the meaning set out in clause 2.1.

“Website” means the Club's website at **[insert web address]** (or other such domain name as notified by the Club) as established in accordance with the Website Module set out in paragraph 1 of **Schedule 1**.

1.2 **Interpretation:** In this Agreement:

- a. Clause headings are inserted for convenience only and will not affect the construction of this Agreement.
- b. Words importing the singular only will also include the plural, and vice versa and words importing any gender will also include all other genders.
- c. The term “person” includes any individual, firm, company, corporation, government, state or agency of a state, or any association or partnership (whether or not having separate legal personality).
- d. References to clauses are references to clauses in this Agreement.
- e. Schedules form part of this Agreement.
- f. Any reference to legislation includes any regulation, order-in-council or other instrument issued or made under that legislation, and any modification or re-enactment of that legislation, or any legislation enacted in substitution of that legislation.

3. **TERM**

- 3.1 Notwithstanding the date this Agreement is signed, this Agreement will commence on **[insert date when work actually started]** and will continue in force until and unless terminated pursuant to clause 12.

4. PURPOSE

- 4.1 The Parties agree that the objectives of this Agreement are to:
- a. establish procedures for the set-up and on-going management of the Technology Programme, including the Club Database and the Association Database;
 - b. streamline processes around promotion and competition, including but not limited to event and database management for the club;
 - c. establish procedures for handling Personal Information on the Club Database and use by the Association and HNZ;
 - d. find out information about Club Members to better understand their needs and preferences and to ensure the strategies and programmes of HNZ and the Association are appropriate to meet their expectations;
 - e. better communicate to Club Members who have opted to receive newsletters, sponsor benefits, media releases and updates;
 - f. attract commercial interest to hockey at all levels;
 - g. grow the hockey fan base in New Zealand;
 - h. assist HNZ, the Club and the Association to comply with requirements under the Incorporated Societies Act 1908 to keep a register of their members; and
 - i. assist HNZ, the Club and the Association to comply with the requirements under the Privacy Act 1993.

5. CONDITIONS

- 5.1 The Parties acknowledge that this Agreement is conditional upon the Association having an agreement in force with HNZ whereby the Association is able to be provided with the functionality as set out in the Modules.
- 5.2 Should the agreement between HNZ and the Association cease for any reason, then this Agreement will be terminated in accordance with clause 12 of this Agreement.

6. THE CLUB'S OBLIGATIONS

- 6.1 In consideration for the Association providing the Club with access to the Technology Programme, the Club will agree to use the Member Management Module and any other Modules agreed with the Association and will:
- a. Develop a roll out plan for the Club, to be approved by the Association.
 - b. Appoint a contact person to liaise with the Association in relation to the Technology Programme.
 - c. Co-operate with the Association, (and HNZ if requested), in all matters relating to the Technology Programme, including but not limited to, the management of the Personal Information.
 - d. Attend Technology Provider Training as agreed with HNZ.
 - e. Attend meetings from time to time as may reasonably be requested by the Association (at such times and venues as agreed by the Parties) to discuss matters relating to the Technology Programme, including but not limited to providing information on the custom fields required for the Player Registration Form and subscription types.
 - f. Pay the costs agreed in **Schedule 1** in relation to the Modules agreed with the Association included in the Technology Programme.
 - g. Ensure online payment, in a manner agreed with the Association, is offered as an option for all registrations so that members have the option of paying online through the Technology Programme at the time of registration.
 - h. At all times during the Term of this Agreement, ensure it and all personnel and contractors act in compliance with all relevant statutes, regulations and the requirements and directions of all governmental, regulatory or other authorities relating to the Technology Programme, including but not limited to managing and keeping updated all Club Information, Personal Information and content.
 - i. Comply with any request or instruction from the Association in order to enable Association to comply with all relevant statutes, regulations, policies and the requirements and directions of all governmental, regulatory and other authorities, such as the Privacy Act 1993.
 - j. Permit the Association and HNZ to have access to Club Information and Personal Information it has for the purposes set out in the Player Terms and Conditions.
 - k. If using the website module, be responsible for providing and loading relevant and appropriate content for the Website and will ensure such content is regularly updated on the Website;

- l. If using the website module, ensure that elements of the Website are structurally designed in accordance with the specifications provided by the Association. Branding and content will be aligned to the club's standards;
- m. If using the website module, permit the Association and the Technology Provider a limited, non-exclusive licence to use the content on the Website for the purpose of providing the Module functionality as agreed with the Association.
- n. If using the website module, allow the Association, HNZ and the Technology Provider to remove, in their discretion, any Club content from the Website where there is reasonable evidence to suggest that the content may breach a third party's rights or the law. The Association, HNZ or the Technology Provider will notify the Association as soon as practicable in the event that such content is removed.
- o. If using the website module, any extra development required to the Website by the Technology Provider (as agreed by the Association, such approval not to be unreasonably withheld) will be at the Club's own cost.
- p. Appoint a staff member to be the Club Privacy Officer in accordance with section 23 of the Privacy Act and shall inform its members of this, and list it on the Website.

7. THE ASSOCIATION'S OBLIGATIONS

- 7.1 In consideration for the Club providing the Association with access to the Personal Information, the Association will:
- a. Make available to the Club, the Modules agreed between the Parties in accordance with **Schedule 1**.
 - b. Appoint a contact person to liaise with the Club in relation to the Technology Programme.
 - c. Through the Technology Provider, be responsible for the design, establishment, support with implementation, and technical maintenance of the Technology Programme, unless otherwise agreed with the Club.
 - d. Ensure that it obtains the consent of any third parties for the use by the Club of any third party software, documentation and other materials ("Third Party Products") which:
 - i. The Association is permitted; and
 - ii. is required by the Club for the use of any Module.

If the Association fails to obtain such consent or if the Association determines that the cost of obtaining such consent is unreasonable, the Parties shall cooperate to agree alternative Third Party Products which may replace those in respect of which consent has not been or cannot, except at unreasonable cost, be obtained.

- e. Supply to the Club appropriate wording for the Player Registration Form to ensure a consistent approach to data management by all of the Association's clubs. Such Player Registration Form may be updated from time to time by the Association.

8. CHARGES AND PAYMENT

- 8.1 The Club will be responsible for the generation of invoices to be paid for by Club Members for any transactions generated through the Technology Programme (if any). The Technology Provider will be responsible for processing all Website related transactions, including payment processing, account settlement, online help and the receipt of all payments processed on behalf of Club Members. Subject to clause 8.3, the Technology Provider will be responsible for payment of any processing, credit card and card provider service fees as well as any additional fees, costs or charges in relation to payments processed on behalf of Club Members and the Parties acknowledge that such payment is included in the fees outlined in **Schedule 1**.
- 8.2 All funds will be deposited and held in a bank account managed by the Technology Provider. The Technology Provider will provide the Club weekly reports relating to transactions (if any) conducted by Club Members.
- 8.3 The Technology Provider will deduct any applicable commission (as set out in the Modules), charge-backs, refunds and other amounts agreed by the Parties from payments received from such third parties, and will, unless otherwise agreed, transfer the balance of such funds to the Club on a weekly basis (excluding the week of Christmas and New Year) except for auction settlements (if any) which will be paid on a monthly basis. Any loss caused by the reversal of credit card charges (i.e. charge backs) by the credit card provider due to fraud or other credit card misuse shall be borne by the Club unless such reversal of credit card charges arises as a result of the Technology Provider's error, omission or fault.
- 8.4 The Club agrees that it will use the Technology Provider's payment processing system for any membership applications and renewals that provide for payment by credit card lodged via the Website with the Technology Provider being entitled to the commission set out in each of the Modules in **Schedule 1**.

9. DATA MANAGEMENT

- 9.1 The Club will ensure that:

- a. Bi-annually (no later than 30 April for winter registrations and 30 November for summer registrations) each year, it must have supplied to the Association the names and categories of its Club Members and other Personal Information set out in the Player Registration Form. The Club Information and Personal Information must be in the form requested by the Association so that the Association can enter it into the Association's database.
- b. It will collect and supply Personal Information in accordance with the Player Terms and Conditions.
- c. It will hold all Personal Information securely and ensure that it is not disclosed or used, otherwise than in accordance with the Privacy Act 1993 and any other applicable law and/or as otherwise specified by the individuals concerned.

9.2 The Association shall ensure that:

- a. The Personal Information is held, disclosed and used in accordance with the Privacy Act 1993 and as expressly permitted in the Player Terms and Conditions.
- b. It will allow any Club Member whose Personal Information is on the Association database to access his or her own Personal Information by written notice to the Association. Upon receipt of such request in writing, comply with it in accordance with the Privacy Act 1993 or any other applicable law.

10. WARRANTIES

10.1 Each Party represents and warrants to the other that it:

- a. Has full corporate power and all necessary authority to enter into and perform its obligations under the Agreement.
- b. Has taken all necessary action to authorise the execution and delivery of this Agreement and this Agreement constitutes legal, valid and binding obligations enforceable against it in accordance with its terms.
- c. Has obtained all necessary consents, licences, approvals and authorisations required to enable it to enter into and carry out its obligations under this Agreement.
- d. Will observe and perform all its obligations under this Agreement.
- e. Covenants to do all acts and execute all documents reasonably necessary to carry out its obligations under this Agreement.

11. INDEMNITIES

11.1 If a Party ("Second Party") incurs any loss, damage, costs or claims as a result of the breach by the other Party of that Party's obligations under this Agreement or any warranty, the other Party shall indemnify the Second Party to the full extent of any direct loss in respect of such breach but this shall exclude all indirect and/or all consequential losses.

12. TERMINATION

12.1 Either Party may terminate this Agreement for any reason by giving the other not less than 60 Business Days' notice in writing of its intention to terminate the Agreement.

12.2 In addition to clause 11.1, this Agreement may be terminated:

- a. immediately or on any agreed date by written agreement between the Parties;
- b. by either Party giving written notice to the other Party ("Defaulting Party") if the Defaulting Party fails to meet its obligations to the other Party under this Agreement or breaches any material term of this Agreement, and such failure or breach continues for more than 14 Days after written notice of the failure to the Defaulting Party;
- c. by either Party giving written notice to the other Party if the other Party becomes insolvent or is unable to pay its indebtedness as it falls due, enters into any composition or arrangement with its creditors, or an order is made, resolution passed or other step taken by any person for the dissolution, winding up or liquidation of the Party;
- d. immediately by either Party giving written notice to the other Party if that other Party ceases or threatens to cease to carry on the whole or any substantial part of its business, or transfers, threatens to transfer or agrees to transfer (whether by one or a series of transactions) the whole or any substantial part of its assets other than for reasonable consideration; or
- e. immediately by the Association giving written notice to the Club that an event has occurred under clause 5.2.

12.3 In the event of termination of this Agreement:

- a. Each Party will not use, and return, any information concerning the other Party which it may have acquired in the course of, or incidental to this Agreement. However, the Parties acknowledge that a copy of the Membership Database will be retained by the Association and HNZ upon termination and continue to be part of the Association's and HNZ's database. In the event of termination, HNZ will contact each individual on the HNZ National Database to establish whether such individuals wish to

receive the HNZ newsletters and/or other relevant information as agreed between the club and Association;

b. The Club will be unable to use the Modules unless otherwise agreed with HNZ.

12.4 Termination of this Agreement does not affect the rights of either Party against the other Party in respect of anything done or omitted to be done under this Agreement before termination or regarding any sums or other claims outstanding at the time of termination.

13. INTELLECTUAL PROPERTY

13.1 Each Party confirms that nothing in this Agreement will give it any right or interest in the existing Intellectual Property of the other Party.

13.2 The Parties also understand and agree that the Technology Provider is the exclusive owner of and retains, all right, title and interest (including but not limited to, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights thereto) to all materials, including but not limited to any computer software, data or information developed or provided by the Technology Provider and any know-how, methodologies, equipment or processes, used by the Technology Provider to provide the Technology Programme). The Association has obtained on behalf of the Club, a licence for the Club to use the Technology Provider's intellectual property in accordance with the terms and conditions of this Agreement.

14. DISPUTE RESOLUTION

14.1 In the event of any dispute between the Parties arising out of this Agreement (including but not limited to the application or interpretation of this Agreement), the Parties agree to the following process to obtain a resolution to such dispute:

a. The Party initiating the dispute will provide written notice to the other Party of the dispute.

b. The Parties will attempt to negotiate an agreed resolution in good faith within 30 Days after receipt of the written notice referred to in clause 14.1a.

c. Failing resolution in clause 14.1.b, the Parties shall endeavour to appoint a mediator by agreement and shall submit the matter in dispute to the mediator. If the Parties fail to agree to appoint a mediator within 7 Days of the end of the 30 Day period specified in clause 14.1.b, a Party can request a mediator to be appointed by the President of the New Zealand Law Society. All discussions in mediation shall be without prejudice, and shall not be referred to in any later proceedings. Each Party shall bear its own costs in the mediation, and shall each pay half of the costs of the mediator.

- d. Failing agreement at mediation to resolve any dispute as described in clause 14.1.c within 30 Days of referring the matter to a mediator, either Party may refer the matter to a sole arbitrator for resolution by giving written notice of such to the other Party. The Parties shall endeavour to agree on an arbitrator, or if they cannot agree on the appointment of an arbitrator within 7 Days of the date the dispute is notified to the other Party, an arbitrator will be appointed by the President of the New Zealand Law Society at the request of either or both Parties. The arbitration will be conducted in accordance with the Arbitration Act 1996. All costs and expenses of the arbitrator shall be borne equally by the Parties unless the arbitrator decides otherwise. The decision of the arbitrator shall be final and binding.

14.2 Pending resolution of the dispute, the Parties will continue to perform their respective obligations under this Agreement.

14.3 Nothing in this Agreement will preclude either Party from taking immediate steps to seek equitable relief before an appropriate court.

15. CONFIDENTIALITY

15.1 Each Party will respect the confidentiality of any information that it obtains about the other Party under or in relation to this Agreement. Except to the extent required by law, the terms of this Agreement and any information provided by either Party to the other Party under this Agreement shall remain confidential to the Parties (and their professional advisors), unless the Parties jointly agree in writing to disclose such information or to make any public announcement about this Agreement.

16. AUTHORITY AND NOTICES

16.1 The following persons are authorised on behalf of the Parties to administer all aspects of this Agreement, or such other person for one Party as is notified to the other Party:

For the Association: **[to insert]**, Chief Executive Officer

For the Club: **[to insert]**, Chief Executive Officer

16.2 Any notice or other communication ("Notices") given pursuant to this Agreement must be in writing and may be served personally or sent by post or e-mail to the relevant Party's address for communication as set out below (or as changed by giving prior written notice to the other Party from time to time):

a. The Association: [to insert]

b. The Club: [to insert]

- 16.3 Notices are deemed served at the following times:
- a. when given personally, upon delivery;
 - b. when sent by post, 3 Days after posting; and
 - c. when sent by email, upon receipt of the correct answerback or receipt code. For the sake of clarity, such answerback or receipt code would not include an out of office notification.

17. GENERAL

- 17.1 Neither Party may assign any of its interests, rights or benefits under this Agreement without the prior written consent of the other Party, except as expressly provided for under this Agreement.
- 17.2 This Agreement may only be varied, modified, amended or added to in writing signed by both Parties.
- 17.3 This Agreement comprises the entire agreement between the Parties in relation to its subject matter and supersedes all previous agreements, understandings and arrangements by the Parties.
- 17.4 Any provision of this Agreement which is void or unenforceable may be severed from this Agreement without affecting the enforceability of other provisions.
- 17.5 Clauses 7, 8, 9, 10, 11, 13, 14 and 16 will survive and continue to bind the Parties after the termination of this Agreement.
- 17.6 This Agreement shall be construed in accordance with and governed by the laws of the New Zealand and its form, execution, validity, construction, and effect shall be determined in accordance with the laws of New Zealand. The Parties hereby submit themselves to the jurisdiction of the courts of New Zealand.
- 17.7 The Parties will not be liable to perform their obligations under this Agreement if any failure results from any intervening cause wholly beyond their control including an Act of God, fire, explosion or industrial dispute, but such performance of obligations shall only be suspended for the period during which the intervening cause remains. If an intervening cause does occur, the Parties will in good faith agree any consequential issues that arise as a result of such intervening cause.
- 17.8 A failure to exercise or delay in exercising any right or remedy provided by this Agreement or by law does not constitute a waiver of that right or remedy or any other rights or remedies. No waiver by either Party of any breach of this Agreement shall operate as a waiver of any right or remedy of that Party in respect of any further or other breaches or of any terms or conditions of this Agreement.

17.9 This Agreement does not appoint a Party as an agent of the other, or similar relationship between the Parties, and neither Party shall have the power to bind the other Party in any manner whatsoever.

EXECUTED by the Parties:

SIGNED by []
for and on behalf of []

SIGNED by []
for and on behalf of []

.....
Signature

.....
Signature

SCHEDULE 1

Modules

On agreement from the Association and payment of any fee set out in this Schedule 1 by the Club, the Association will provide access to the following Modules:

Para	Function	Description	Fees	Y/N Initial
1	Website	A Website is available that provides a 'real time' user-friendly content management system (CMS), ability to upload images and documents, ability to embed YouTube videos, integrated with all other Module, interactive calendars, easily supported by third party developers (i.e. Facebook, Twitter, You Tube etc.) good search function, industry standard security, online payment processing, online registration forms, news feeder and photo gallery. The Association to provide a generic Club structure design specification template which must be used to ensure consistency across the Association. Functionality for Sub-site wide search is included in the system to enable end users to see content easily.	No cost to the Club	
2	Member Management	Ability for Club Members to register to play their registration fees and pay online. Reporting tools for users to export relevant information in standard CSV format, bulk upload via CSV. Users can create multiple levels of pricing allowing Clubs have their own specific pricing. The Association will provide a Player Registration Form, but the Club have the ability to add their	4% plus GST (including credit card fees) per transaction to the Technology Provider*	Compulsory

Para	Function	Description	Fees	Y/N Initial
		own custom fields.		
3	Sportsdesq	Competition management solution covering teams, players, officials, fixtures and results. Features include automated fixture generation, integrated venue allocation, division options, ladder calculation and display, flexible statistics, publishing/access control, google maps integration, venue clash reporting, Membership Database integration and permission based access, mobile application and reporting.	No cost to the Club	
4	Event Registration and Management	Ability to register for a tournament, event and pay online. Individual and team registration, volunteer management.	4% plus GST (including credit card fees) per transaction to the Technology Provider*	
5	Online Shop	Allows the Club to sell items online. Customised design 'shop front' categories and sub categories of items, item search, email marketing and historical sales tracking against Club Members. The Technology Provider will manage the sale of such items with the Club responsible for fulfilment.	6% plus GST (including credit card fees) per transaction to the Technology Provider*	
6	Bulk Email Creation and Distribution	Users can create and send emails, segmenting the database, monitoring each email campaign, and developing standardised	No cost to the Club	

Para	Function	Description	Fees	Y/N Initial
		templates.		
7	Ticketdesq	Management, selling, payment processing and ticketing of a range of events and corporate activities. Real time online ticketing, packaging, customised booking forms, email marketing, revenue reporting.	1.8% plus GST (including credit card fees) per transaction to the Technology Provider plus \$2.50 per booking*	
8	Donations	Online donations solution that enables customised displays.	4% plus GST (including credit card fees) per transaction to the Technology Provider*	
9	Auctions	Enables customised promotion of products with a customised layout and design. Bidders can register online and receive notifications. The Technology Provider will manage the sale of items with the Association responsible for fulfilment, product management and all other related aspects.	10% plus GST (including credit card fees) per transaction to the Technology Provider*	
10	Support and Training	Phone, email and online help desk query: 90% within four business hours, 100% within 24 business hours.	No cost to the Association	

*Fees payable above will be withheld by the Technology Provider prior to sending funds through to the Club.

SCHEDULE 2

Player Terms and Conditions

(for those registering to be a member of a Club)

1. **Declaration:** I declare that all information supplied in this Player Registration Form is true and correct. If any of this information changes, I acknowledge that I will notify my Club of the changes, in writing, as soon as possible after they occur. If any of the information I have provided is not true or is misleading, I acknowledge that my membership may be terminated at the discretion of the Club.
2. **Termination:** I understand:
 - a. I may resign from my membership in accordance with my Club's Constitution.
 - b. My Club may terminate my membership in accordance with the Club Constitution.
3. **Bound by Rules:** I will be bound by the constitutions, regulations, policies, manuals, and reasonable directions of the Club, the Association my Club is a member of, and Hockey NZ.
4. **Accept Risk of Hockey:** I have voluntarily accepted and assumed the inherent risk of danger and injury in hockey.
5. **No liability:** I will not hold the Club, the Association or Hockey NZ or their respective officers or employees, responsible for any claims, losses, expenses and costs (including legal costs) which may arise from or in connection with, my membership and/or participation in any activity authorised or recognised by my Club, the Association or Hockey NZ except in the case of gross negligence or a wilful act or omission on the part of my Club, the Association or Hockey NZ.
6. **Indemnity:** I indemnify my Club, the Association and Hockey NZ and its respective officers or employees, from all claims, losses and expenses (including legal costs) suffered or incurred at any time as a result of, or resulting directly or indirectly from, my failure to observe the constitutions, regulations, policies, manuals, guidelines and reasonable directions of my Club, the Association and Hockey NZ respectively.
7. **Medical Declaration:** I am medically and physically fit and do not suffer from any injury, disease or condition, either physical or mental, that would affect my ability to safely participate in any authorised or recognised activities of my Club, the Association or Hockey NZ. If I am unsure about this declaration, or suffer from such a condition I have either listed it on the Player Registration Form or I am aware that I must bring it to the attention of my Club.
8. **Privacy:** I agree that my Club, the Association, the Region and Hockey NZ, and its respective officers or employees, can collect, hold, use and disclose my personal information as provided in this Player Registration Form (and any updated or additional personal information my Club, the Association, the Region or Hockey NZ obtains from me whilst a member, including any photo or other record of my image) for the purposes of:
 - a) processing my application for membership including notifying Hockey NZ of the information on this Player Registration Form for the purposes of my Club compiling a register of members in accordance with the incorporated Societies

Act 1908 and for the purpose of the Association and Hockey NZ compiling a national database of members and participants (accessible only by my Club, the Association, the Region and Hockey NZ), and request me to renew if my membership lapses;

- b) including my photograph or other imagery on the website of my Club, the Association, the Region and/or Hockey NZ, in newsletters, annual reports, or similar official publications;
 - c) **if I agree**, (by ticking the appropriate box in this Player Registration Form), putting my name and contact information on my Club's membership list for use of other members of my Club;
 - d) **if I agree** (by ticking the appropriate box in this Player Registration Form), providing me with information and activities relating to my Club, the Association, the Region Hockey NZ and other hockey matters;
 - e) **if I agree**, (by ticking the appropriate box in this Player Registration Form), enabling my Club, the Association, the Region and Hockey NZ to contact me with information about their products and services and the products and services of their sponsors or funders;
 - f) publishing any of my hockey results in the newsletters of my Club, the Association, the Region and/or Hockey NZ and on their websites;
 - g) selecting and publicly naming players, officials and teams to represent my Club, the Association, the Region and Hockey NZ at hockey events;
 - h) enabling my Club, the Association, the Region and Hockey NZ to comply with any statute, regulation, by-law or other regulatory instrument that requires collection or disclosure of personal information;
 - i) retaining the information provided on this Player Registration Form (as an inactive member) if my membership lapses for a reasonable period for the above purposes; and
 - j) any other purpose I agree to in writing.
9. **Use, Security and Access:** I understand that my personal information will only be used for the purposes listed in paragraph 9 above and in accordance with the constitutions and regulations of my Club, the Association, the Region and Hockey NZ, and that, in accordance with the Privacy Act 1993:
- a) my personal information will be held securely;
 - b) I will have access to my personal information; and
 - c) my personal information will be corrected upon request.

9. **Continued Membership:** I understand that upon payment of my membership fee(s), if I am accepted to membership, I will become a member of my Club and that by paying such fee(s) by the due date(s), I will continue to be a member of my Club, unless I resign or my membership is terminated.

10. **Interpretation:** Every reference to "I" and "my" in this document includes the applicant and the parent/guardian/caregiver of the applicant (if applicable).

Copies of the constitutions, regulations, policies, manuals and guidelines of the Club, the Association, the Region and Hockey NZ can be obtained by contacting your Club, the Association, the Region and Hockey NZ through their respective websites, where applicable.

For additional information please contact:

[insert contact details]