



**BAY OF PLENTY
SCHOOL SPORT
Terms of Delivery**

Updated as at September 2020
Sport BOP

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1. Purpose & Interpretation of terms

The purpose of this document is to outline the terms associated with delivering an experience to schools as a sanctioned event on the regional school sport calendars.

This 'Terms of Delivery' is designed to indicate the standards & expectations of schools that must be met in order to protect & uphold the quality of the experience for students. It also aims to outline the important partnership approach and establish agreed upon roles & responsibilities associated with the planning, coordination, delivery & reflection of each sanctioned school event.

SBOP has the mandate from BOP Principals & schools to ensure that:

- a) All events and opportunities are **accessible and affordable** for all students
- b) Events and opportunities are **fair and delivered in a positive environment**
- c) Events and opportunities **adhere & align to any criteria & regulations** determined by Sport BOP, School Sport NZ or where applicable the relevant national sporting organization
- d) There are **quality events with a strong emphasis on safety** with all relevant forms & procedures followed

Both Sport BOP and Delivery partners are expected to understand and formally acknowledge these terms of delivery in order to maintain inclusion of their experience(s) in the calendar(s) of sanctioned events.

This document is relevant for both Primary/Year7&8 and Secondary School events, and only needs to be agreed upon once with each delivery partner; regardless of the number of events they deliver on the calendars. This document serves to protect not only schools and participants but also delivery partners.

Sanctioned events on the school sport calendars are school events, organised & delivered by delivery partners, with Sport BOP acting as the custodians of schools needs and expectations relating to experiences on the calendars.

Therefore, this Terms of Delivery document outlines & formalises the mutually beneficial partnership between delivery partners and SBOP (on behalf of all BOP schools and Principals Associations/Sport Committee's)

Within these "Terms of Delivery" the following interpretations shall apply.

- 1.1. 'Sport BOP' shall mean Sport Bay of Plenty Charitable Trust.
- 1.2. 'PASC' shall mean the Principals Association Sports Committee.
- 1.3. 'Delivery Partner' shall mean the organisation or individuals that are responsible for the delivery of an experience on the regional school calendars. These could include: RSO's, local sports clubs, Recreation providers, schools, or other entity/personnel.
- 1.4. 'RSD' shall mean Sport Bay of Plenty or Principal Association Sport Committee Regional Schools Director (or equivalent role)
- 1.5. 'RSO' shall mean Regional Sports Organisation
- 1.6. 'NSO' shall mean National Sporting Organisation

2. Value of School Sport

Participation in physical activity is widely recognised to improve the health and wellbeing of Young people. Extra-curricular physical activity (such as school sport) opportunities made available through schools provides an optimum platform of quality experiences for Tamariki & Rangatahi. Young people that have multiple and ongoing positive experiences in their early years can help foster a life-long love of being physically active and will consequently impact participation and wellbeing into later years in their lives.

Extra-curricular physical activity opportunities made available through schools provides an optimum platform upon which quality experiences to Tamariki & Rangatahi can be made accessible. For example, School Sport or other extra-curricular activities can capture and inspire young students that may not have been exposed to that activity through their whanau or a club system.

Inter-school sport opportunities in particular, provide students with a unique and extremely positive experience in sport participation. Students have heaps of fun travelling to and from their school grounds, representing their school, participating alongside their school mates, and developing sport specific and life-skills. Attendance to a quality school sport event can influence motivation to participate in future opportunities not only at subsequent school events but also outside of the school system.

Primary and Secondary schools are educational institutions and are expected by central Government and parents to provide a student-centred pathway which provides continuous learning and progression. Schools additionally have a required duty of care to their pupils. Therefore, school leadership need to have faith and trust that participants attending sanctioned school events are being treated with the same duty of care and promotes, not inhibits, learning and development.

Delivery partners can expect to gain clear and tangible benefits to partnering with Sport BOP to organise and deliver the school sport sanctioned events calendars:

- Promotion and positive exposure of sport/activity to new tamariki or Rangatahi
- Allow existing players an opportunity to play with or against new players
- Build relationships with school leaders, teachers & volunteers
- Introduction and extension of young or emerging officials/umpires
- Strong relationships and support from Sport BOP & schools
- Contribute to the enjoyment and enhanced wellbeing of young people

Without the input and expertise of delivery partners, the opportunities made available to school students within the BOP through sanctioned events calendars would be nowhere near as extensive or positive. Schools are very grateful for the broad range of activities that their students are exposed to and appreciate that events are delivered in a responsive way that meets both student and school needs within an educational context.

3. Conditions of Sanctioned Event Delivery

All Bay of Plenty primary/intermediate school sanctioned events are guided by the constitution of the Principals and Associations. This constitution, along with general school requirements & expectations, forms the basis of the policy and guidelines below.

All those involved in the delivery of sanctioned primary/intermediate/secondary school events have the responsibility of upholding the quality of the experience that best meets the needs and motivations of young people. Therefore, the following conditions must be met by both Sport BOP & delivery partners, which will ensure the experience is effectively organised, but more importantly safe, inclusive, positive and fun for all participants.

3.1. Event sanctioning & endorsement process

3.1.1. **All delivery partners will submit an event sanctioning form [found here](#) to Sport BOP before September each year for inclusion in the calendar the following year.**

3.1.2. **Sanctioning forms are designed to succinctly capture the delivery partner's plans to meet the conditions outlined in these terms of delivery, and specifically any changes to the event from previous deliveries.**

3.1.3. **Sport BOP will present all sanctioning forms to the relevant PASC for approval or decline with feedback**

3.1.3.1. Sanctioning forms will be approved based on the delivery partner's ability to meet the conditions outlined in the Terms of Delivery and thus assumed to be capable and willing to deliver a quality experience to BOP schools and students.

3.1.3.2. Sanctioning forms will be declined on the basis that the PASC deem the delivery partner incapable or unwilling to meet the conditions outlined in the terms of delivery

3.1.3.3. In the event of sanctioning request being declined, the delivery partner will have 1 week for the opportunity to change specific aspects of the event in order to still be approved and thus included in the sanctioned events calendar the following year

3.1.3.4. Delivery partners will be able and are encouraged to work with the relevant RSD in advance of submitting the sanctioning form on any changes to the delivery model (e.g. cost, location/venue, event format/style, etc.) in advance of forms being presented to PASC's.

3.1.4. **Organisations can apply for an event endorsement, as opposed to a sanctioning of a specific experience; which requires a sanctioning form to be completed but will not result in the inclusion in the regional events calendar(s).** But more of a promotion and indication of the delivery partners ability to deliver a safe and fun experience to students

3.2. Event Budget, entry fees & invoicing

3.2.1. **Delivery partners are responsible for the development of an appropriate and reasonable event budget, which indicates in advance of the year commencing, the cost of entry.**

3.2.2. **Delivery partners need to submit a completed event budget template [found here](#) alongside the event sanctioning form.**

3.2.2.1. The acceptable maximum budgeted profit margin for any sanctioned or endorsed events is 10%.

3.2.2.1.1. This is because we want to maximise participation at sanctioned events and cost of entry is one of the most significant barriers to participation for schools and young people

3.2.2.1.2. Additionally, school events are not a platform for delivery partners to raise funds or earn a profit – even if the funds raised are to be used to reinvest back into the community or sport.

3.2.2.2. Any changes to the budget or entry fee from previous year's events, need to be indicated formally and in writing to the relevant RSD prior to any submission of the proposed event budget.

3.2.2.3. If the change in cost is deemed to be necessary and genuine, then the RSD will articulate this to the PASC alongside your sanctioning application for their approval or decline.

3.2.3. **Entry fees for regional school events must include an equalisation rate for travelling schools/teams.**

3.2.3.1. If a school travels from one sub-region to another sub-region, the entry fee for that school needs to take into account the added cost of travel that school faces, over locally based schools.

3.2.3.2. Rates can be set alongside the relevant RSD to ensure the entry fee is appropriate and does not discourage travelling teams to enter and participate

3.2.4. **Entry fees must also differ for non-levy paying schools**

3.2.4.1. Sport BOP or the relevant RSD will indicate in advance of the event which schools are not member schools and therefore need to be charged a non-levy paying entry fee

3.2.5. **Changes to the budget or entry fee during the calendar year (since being sanctioned) are not permitted.**

3.2.5.1. Should genuine unforeseen circumstances require a change to event budget and/or entry fee, these must be communicated in writing to the relevant RSD at least 1 term in advance for consideration.

3.2.5.2. The requested change will be declined if the delivery partner has not clearly outlined valid reasoning for the *need* to change or has not sought approval within the expected notice period

- 3.2.5.3. If a delivery partner implements a change in entry fee without communicating this with SBOP, the event will immediately lose its sanctioned status and risks failing to be sanctioned into future years

3.2.6. Delivery partners are responsible for the invoicing to schools for entry into a sanctioned event

- 3.2.6.1. Delivery partners must be GST registered in order to invoice schools for the entry fee of a sanctioned event.
- 3.2.6.2. Invoices must properly reflect the entry information and allow for payment to take place within at least 1 month of the invoice issue date
- 3.2.6.3. Schools that do not withdraw entry of teams/athletes at least 3 days in advance of the event, can still be invoiced for the full value of the entry fee.

3.3. Health and Safety

3.3.1. Delivery partners are responsible for the health and safety of all participants and spectators attending a sanctioned schools' event

3.3.2. Delivery partners need to complete and submit the required health and safety paperwork in order for their event to be sanctioned

- 3.3.2.1. Health and safety documentation must be attached with the event sanctioned form, when applying for sanctioned status.
- 3.3.2.2. The required forms in order to meet schools' expectations for health and safety include the following:
 - 3.3.2.2.1. Risk Assessment and Management Strategy (RAMS)
 - 3.3.2.2.2. Safety checklist
 - 3.3.2.2.3. Safety action plan
 - 3.3.2.2.4. Site Plan
- 3.3.2.3. Templates to assist you can be [found here](#)

3.3.3. Delivery Partners are required to have at least one First Aid qualified staff member or volunteer present at all times of their event(s)

- 3.3.3.1. Incident Reports and near miss forms need to be completed by delivery partners and sent to Sport BOP / the relevant RSD as soon as possible

3.3.4. Delivery Partners are required to have at least the lead contact for the event(s) police vetted in advance of delivering the event

3.4. Event info, Entry and Draws

3.4.1. In relation to sanctioned events, delivery partners are responsible for the following and are required to:

- 3.4.1.1. Provide updated and detailed event information to the relevant RSD prior to entries being promoted or collected
- 3.4.1.2. Develop the draw for the event, and send this to the relevant RSD no later than 5 business days before the event

3.4.1.2.1. Draws must take into account travelling teams. E.g. travelling teams cannot play in the 1st round of the day etc.

3.4.1.2.2. Draws must also ensure a fair and adequate amount of games for all teams/participants.

3.4.1.2.3. Matches should not start before 9am or be scheduled to start later than 2pm.

3.4.1.2.4. Event format must align with the balance is better principles

3.4.1.3. Respond to enquiries about the event format or draw in the lead up to the event. Any unavoidable changes as a result of enquiries or communications from schools, will need to be shared with the relevant RSD to communicate to all entered schools.

3.4.1.4. Deliver an on the day 'event briefing' before commencement of the event which outlines all relevant event information. Please refer to the event briefing checklist in this document [found here](#)

3.4.2. In relation to sanctioned events, Sport BOP / RSD's will be responsible for and are required to:

3.4.2.1. Approach the delivery partner the term before their event(s) for the updated event information, rules and H & S documents, to be included with the entry form.

3.4.2.2. Update entry forms on EnterNow and activating them (accepting entries)

3.4.2.3. Communicate event info and entry opening/closing dates to schools.
Entries will close no later than 1 week prior to the event date

3.4.2.4. Send finalised entry information to delivery partners within one day of entries closing

3.4.2.5. Communicate any feedback on the event draw to delivery partners for changes needed. Should no changes be needed, the RSD will send this information to schools on behalf of the delivery partner.

3.4.2.6. Communicate any adapted draws due to enquiries made to the delivery partner or team/participant withdrawals.

3.4.3. Entries can only be made by MOE registered BOP schools

3.4.4. Delivery partners are not permitted to allow any entries to be taken directly, unless their event is an endorsed event as opposed to sanctioned event.

3.5. Event preparation & delivery

3.5.1. Delivery partners are responsible for booking the venue(s) for their event(s)

3.5.1.1. Delivery partners are encouraged to mention that the event is a 'schools' event', sanctioned by Sport BOP, in order to receive the appropriate charge/rate

3.5.1.2. Confirmation of booking needs to be sent to the relevant RSD as soon as completed

3.5.1.3. Delivery partners are thus expected to have invoices made out to their organization and process the payment for use of the venue

3.5.2. Delivery partners will nominate 1 ‘key contact’ from their organisation to be responsible for communication from schools around event delivery

- 3.5.2.1. Sport BOP / RSD’s are responsible for all event communication to schools, but for updates, questions or clarification on event details – schools will be expected to contact the delivery partner directly, through the Key Contact.
- 3.5.2.2. Therefore, the Key Contact’s contact information will be included on event entry details communicated via Sport BOP / RSD’s
- 3.5.2.3. The Key Contact is expected to uphold effective communication with any/all schools that seek details or ask questions about the event(s)
- 3.5.2.4. Delivery partners are expected to inform the relevant RSD if there is a change to the Key Contact in advance of the event and as soon as a change is made.

3.5.3. Delivery partners are responsible for securing the adequate number of support staff/volunteers for their event(s)

- 3.5.3.1. Sport BOP staff will not be available to support event delivery on the day of the event like they have been historically.
- 3.5.3.2. Therefore, it is now your own responsibility to source the personnel you require to hold a quality event – e.g. setup, pack down, referee’s, first aid, court/field/venue controllers, collecting results, etc.
- 3.5.3.3. Event marshals/helpers can be requested from schools. Delivery partners need to express this to SBOP prior to providing entry information & entries opening so they can include this. They should also consider the potential impact on participation numbers before seeking school help.
- 3.5.3.4. Assistance with sourcing volunteers or event help can be supplied by Sport BOP’s RSD’s, assuming you have exhausted all channels available to your organisation

3.5.4. Delivery partners are responsible for ensuring they have access to all required event resources.

- 3.5.4.1. As delivery partners are the ‘experts in their activity/code’, you will be expected to supply all necessary and value adding resources for your event(s)
- 3.5.4.2. Event resources are available to hire from Sport BOP [found here](#) which need to be requested at least 1 week in advance of the event date
- 3.5.4.3. Any recognition, acknowledgement or spot prizes related to your event are to be included at your own discretion – there is no requirement as part of this Terms of Delivery.
 - 3.5.4.3.1. Recognition of effort and performance by way of certificates, medals, trophies etc. certainly contribute positively to the experience of young people. However, it is Sport BOP’s belief that these are not imperative to deliver a fun, inclusive, and positive experience.
 - 3.5.4.3.2. Each delivery partner is encouraged to weigh up the appropriateness, necessity, and cost (funds available) vs benefit of supplying these in the planning of their event.
 - 3.5.4.3.3. Should a delivery partner deem it value adding to provide certificates or medals, they will be responsible for the sourcing, collection, fair distribution and payment of these.

SBOP will not allow an increase in entry fee to cover the cost of certificates/medals/spot prizes, etc.

3.5.5. Event cancellation or postponement procedure.

- 3.5.5.1. In the occasion that a sanctioned event needs to be cancelled or postponed, the delivery partner's key contact will be responsible for communicating this to Sport BOP / the relevant RSD before 2pm of the day prior to the event.
- 3.5.5.2. Sport BOP / The RSD will then be responsible for communicating this to schools before 3pm (this is important as it allows schools time to get the message to parents before students leave school that day and adjust plans accordingly)
- 3.5.5.3. For an 'on the day' postponement/cancellation call, the delivery partner will need to communicate this with the relevant RSD before 6.30am for them to pass on the message to schools with enough notice to change plans

3.6. Event Completion and Reflection

3.6.1. Delivery partners are responsible for compiling event results and sending these to SBOP / RSD's within 48 hours of event completion

- 3.6.1.1. Sport BOP / RSD's will then promptly communicate the results directly to schools via website and email.

3.6.2. Delivery partners are expected to complete an event report and send this to SBOP / RSD's no later than 1 week from the event taking place.

- 3.6.2.1. The event report template is found here [found here](#)
- 3.6.2.2. Event reporting is important to allow delivery partners to share photos from the day, any successes or challenges, participant feedback, expenditure, etc. with Sport BOP so they can reiterate these to school sport coordinators & principals.

3.7. Promoting Positive Experiences

3.7.1. All Sanctioned Events on the school calendar(s) must be align with Sport NZ's 'Balance is better' philosophy

- 3.7.1.1. Delivery partners are expected to uphold the Balance is better approach when planning and delivering school events and experiences.
- 3.7.1.2. Adopting a Balance is better philosophy will ensure that sanctioned school events encourage more young people to develop a life-long love of sport and physical activity. Most critically, Delivery partners are expected to commit to:
 - 3.7.1.2.1. Ensuring all young people can receive a quality experience, irrespective of the level at which they are involved
 - 3.7.1.2.2. Leading attitudinal and behavioural change among sports leaders, coaches, administrators, parents and caregivers involved in youth sport

- 3.7.1.2.3. Changing competition structures, participation, and athlete development opportunities to be inclusive, fair and safe.
- 3.7.1.2.4. Support young people to participate in a range of activities and play multiple sports
- 3.7.1.2.5. Work collaboratively to encourage the widest possible impact on the well-being of young people in the BOP

- 3.7.1.3. More specific details on the Balance is better movement can be found at <https://balanceisbetter.org.nz/about/>
- 3.7.1.4. Sport BOP will be available to support the positive adaptation of school events to align with Balance is better and maximise positive experiences

3.8. Upholding the integrity of School Sport

3.8.1. Sport BOP are responsible for protecting the integrity of school sport in the BOP.

3.8.2. Sport BOP's RSD's are expected to administer and ensure the rules and regulations of school sport both regionally and nationally are followed

3.8.2.1. This is achieved primarily through the annual signing of '[Terms of Participation](#)' & '[Terms of Involvement](#)' documents by BOP school Principals.

These clearly outline and seek agreement on:

- 3.8.2.1.1. Player eligibility, dispensations & exclusions
- 3.8.2.1.2. Host school agreements or attaching schools
- 3.8.2.1.3. Code of conduct
- 3.8.2.1.4. Incident & complaints procedures

3.8.2.2. Sport BOP will share with delivery partners which schools are members or which have not paid levies, in order to facilitate the appropriate charging for entry fee's

3.8.3. As Sport BOP will not be present at all school sanctioned events, Delivery partners are expected to uphold the integrity of sport whilst delivering school events

3.8.3.1. Sport BOP will communicate all relevant information in relation to rules and regulations to delivery partners to support the 'on the day' monitoring of these factors

3.8.3.2. Delivery partners are not expected to act on any breaches to school sport rules and regulations. We ask that the key contact notifies Sport BOP's RSD's as soon as they learn of any rules or regulations being breached.

3.8.3.3. In the event of a breach of school rules and regulations, including code of conduct, Sport BOP / RSD's will carry out an appropriate procedure and make any decisions alongside or on behalf of schools; and include any relevant parties, such as the delivery partner or School Sport NZ

4. Monitoring of Terms & Delivery

As indicated in the purpose of the Terms of Delivery, the sanctioned events calendars are a partnership between schools and the organisations engaged to deliver these. Therefore, there is a dual responsibility between delivery partners and Sport BOP to uphold and monitor the implementation of all conditions. This will be captured formally by both parties in the next section - Agreement

Delivery Partners = ownership of the meeting of school conditions

Sport BOP / RSD's = ensuring delivery partners are accountable for upholding the Terms

4.1. Monitoring the implementation of Terms

4.1.1. **Delivery Partners are responsible for meeting all conditions outlined in these Terms without opposing or contradiction, in relation to their sanctioned school event(s).**

4.1.2. **Sport BOP are responsible for monitoring the implementation of these Terms of Delivery**

4.1.2.1. Sport BOP are the entity that BOP Schools entrust to oversee and protect the quality of experience delivered to School students.

4.1.2.2. Therefore, their role is to ensure all delivery partners understand and agree to these terms of delivery prior to the calendar year starting

4.1.2.3. Sport BOP will also monitor the ongoing implementation across the sanctioned events calendar. This will be achieved by:

4.1.2.3.1. Including monitoring procedures & accountability measures within the Terms of Delivery

4.1.2.3.2. Collaboration and capability building of delivery partners to support their ability to implement these terms and align with student/school needs

4.2. Procedure for Breaching Terms of Delivery

4.2.1. **Prompt communication with Sport BOP of any intended breaches of Terms is crucial for maintaining the relationship and protecting the quality of the experience for students and long-term inclusion in the sanctioned events calendar**

4.2.1.1. Exemptions will not be granted in relation to any conditions included in the Terms of Delivery

4.2.1.2. However, if a delivery partner knows that they will not be in a position to uphold these Terms, we encourage the partner to communicate this with Sport BOP as soon as they are aware so that we can work through a process.

4.2.2. In the event that a Delivery Partner does not inform Sport BOP in advance of breaching any of the conditions outlined in the Terms, and schools inform us of a breach,

4.2.2.1. Breaches can include but are not limited to: increasing cost of entry, changing venue last minute without adequate notice/reason, attempting to change the date of event without consent, not sticking to schedule (time), undermining the integrity of school sport, demonstrating behaviours or decisions that do not align with Balance is better.

4.2.2.2. The following table outlines the procedures taken in relation to breaches:

	Procedure & consequences
Minor breach	<p>If discovered prior to an event:</p> <ol style="list-style-type: none"> 1. Sport BOP / RSD's will contact the key contact of the delivery partner and discuss a resolution between the two of them 2. Should a resolution not be achieved between the two of them, SBOP will approach the Chair of the relevant PASC for input. 3. If there is still no favourable resolution, SBOP have the right to cancel the event on behalf of schools <p>If discovered after the event, the same procedure will be followed but the expectation would be that the delivery partner assures SBOP of corrective action for the subsequent event</p> <ol style="list-style-type: none"> 1. The delivery partner will be monitored closely by SBOP's RSD for any subsequent deliveries until deemed capable and willing to uphold the Terms
Significant breach or multiple breaches	<p>If discovered prior to an event:</p> <ol style="list-style-type: none"> 1. Sport BOP / RSD's will involve the Chair of the PASC immediately and contact the delivery partner's Key Contact for a formal meeting and resolution. 2. If there is no favourable resolution, SBOP / the relevant RSD & the PASC will cancel the event on behalf of schools and remove subsequent events from the sanctioned calendar <p>If discovered after the event:</p> <ol style="list-style-type: none"> 1. SBOP / RSD's will issue a formal letter from the PASC to the delivery partner outlining the required course of action and consequences 2. Should no favourable resolution be achieved, SBOP / RSD's have the right to remove subsequent events from the sanctioned calendar(s)
Repeated breach	<p>If a delivery partner has already had a formal letter of warning in the past 2 years, and breaches these terms again, their event will be cancelled immediately and will lose the ability to apply for sanctioning of their event for a minimum of 3 years</p>

5. Comment and points of compromise

Include any discussed conditions within the terms that will not apply for 2021 or adapted roles and responsibilities between SBOP / RSD and Delivery Partner.

6. Agreement between parties

This document has been established in collaboration with schools and PASC. Each PASC contributes to and signs the content of this document each year and contracts SBOP to approach each delivery partner to outline the terms and seek formal acknowledgement and agreement.

Therefore, this Terms of Delivery is an agreement for partnership between:

- a) The delivery partner, and
- b) Sport BOP (on behalf of BOP Schools)

By signing this agreement, both parties agree to work in partnership; to uphold the standards & expectations and carry out the roles and responsibilities outlined in this Terms of Delivery for the 2021 calendar year.

Delivery partner

Organisation Name: _____

Signatory's name: _____

Role: _____

Contact information

Phone: _____

Email: _____

Signature: _____ Date: ____/____/____

Sport Bay of Plenty Charitable Trust

Regional School Director Name: _____

Signature: _____ Date: ____/____/____