

Tuesday, 10 June 2025

*Te Hui o Te Kaunihera ā-Rohe o Heretaunga*  
**Hastings District Council**  
**Council Meeting**

*Kaupapataka*

# Attachments

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*Te Rā Hui:*  
Meeting date: **Tuesday, 10 June 2025**

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*Te Wā:*  
Time: **1.00pm**

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*Te Wāhi:*  
Venue: **Council Chamber  
Ground Floor  
Civic Administration Building  
Lyndon Road East  
Hastings**

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**Watch Council meetings  
streamed live on our website  
[www.hastingsdc.govt.nz](http://www.hastingsdc.govt.nz)**

**HASTINGS DISTRICT COUNCIL**  
207 Lyndon Road East, Hastings 4122 | Private Bag 9002, Hastings 4156  
Phone **06 871 5000** | [www.hastingsdc.govt.nz](http://www.hastingsdc.govt.nz)  
**TE KAUNIHERA Ā-ROHE O HERETAUNGA**

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# MEMORANDUM OF UNDERSTANDING

## Hawke's Bay Matariki Regional Housing Collaboration

### Purpose

1. This Memorandum of Understanding is a first step in formalising the collaborative working relationship between the member organisations of the Hawke's Bay Matariki Housing Leadership Group (**Leadership Group**).

### Parties

2. The parties to this Memorandum of Understanding are:
  - a. Central Hawkes Bay District Council;
  - b. Hastings District Council;
  - c. Hineuru Iwi Trust;
  - d. Mana Ahuriri Trust;
  - e. Maungaharuru Tangitū Trust;
  - f. Napier City Council;
  - g. Ngāti Kahungunu Iwi Incorporated;
  - h. Ngāti Pāhauwera Development Trust
  - i. Tamatea Pōkai Whenua Trust;
  - j. Tātau Tātau o Te Wairoa Trust;
  - k. Te Taiwhenua o Heretaunga Trust; and
  - l. Wairoa District Council.

### Te Tiriti o Waitangi – The Treaty of Waitangi

3. This Memorandum of Understanding is developed within the context of the broader relationship between Territorial Authorities and iwi/Māori organisations listed as parties above in order to enhance housing outcomes for the region.
4. The foundation of the broader relationship is Te Tiriti o Waitangi / the Treaty of Waitangi, and the responsibilities of Councils under the Local Government Act 2002 and other relevant Acts.

### Background

5. There are recognised housing challenges across Hawke's Bay that require coordinated action. The region was estimated to be between 2,000 – 3,000 houses short of requirements before cyclone Gabrielle impacted the region in February 2023. The

Page 1 of 7



Cyclone displaced around a further 1,000 households, illustrating the lack of resilience in the housing system

6. Housing data indicates that housing challenges are affecting Māori whānau disproportionately compared to the broader population.
7. The parties recognise that housing is fundamental to wellbeing and that solutions require collective action across multiple stakeholders. Action is required both in terms of policy and housing system, but also at place, tailored to the locations and contexts in which people live. Joined-up action from Government, its agencies, local government, iwi/Māori organisations, NGO and commercial entities is required to address challenges across the housing continuum.
8. The Parties have agreed to work together to address these housing challenges, and have formed a Housing Leadership Group to steer collaborative regional work on housing. The parties envisage that a more formal structure and approach may emerge from this initial work.
9. This collaboration seeks to build on the experience of the Hastings Place-Based Housing Initiative which has been successful in drawing together a collaborative partnership to address housing challenges within the Hastings District. One aim is to spread that approach across the region as appropriate to each place and community's context.
10. The Matariki partners have asked the Regional Recovery Agency, while it is still operating, to provide support for the initial work given its genesis in and strong link to system resilience and cyclone recovery work.
11. The parties have a shared kaupapa of creating a regional housing strategy and improving housing, tenant and community outcomes across the housing continuum. They are working to secure Government investment in housing, infrastructure and capability development that will enable the development of additional housing within Hawke's Bay, with a particular focus on parts of the community and housing continuum not fully catered for through market delivery. They have agreed to formally support each other's efforts and to collaborate where it is mutually beneficial and aids the enhancement of housing, tenant and community outcomes.
12. In the first phase of the work envisaged, the parties are exploring an opportunity to partner with Government to deliver 150 social housing homes out of the 1,500 new social housing places budgeted for in Budget 2024.

## Principles

13. The parties acknowledge that their partnership in respect of housing kaupapa is grounded in the following principles:
  - a. Place-Based Approach: Our solutions are based on the unique character, needs, and aspirations of our region and its diverse communities. Our position is that

place-based provision and decision-making on housing will produce better outcomes for our communities than centralised decision-making;

- b. Partnership & Collaboration: We leverage our collective expertise, resources, and authority to advocate – and then oversee – greater place-based housing provision and decisions in the region. This is most effective when we collectively engage with central Government;
- c. Long-Term Vision, Action in the Present: We commit to developing and implementing housing strategies across a range of housing outcomes that are sustainable across generations and political cycles. We enable action in the present to deliver outcomes now and in the future;
- d. Holistic Perspective: We view housing as interconnected with broader community outcomes including health, education, employment, and cultural wellbeing;
- e. Equity & Inclusion: We prioritise solutions that address need, underlying inequities and ensure all community members have access to safe, healthy, and affordable housing;
- f. Evidence-Based Decision Making: We ground our work in data, research, and community input to ensure effective outcomes; and
- g. Accountability: We will strive to ensure our decisions reflect community input and engagement. We will utilise transparent processes and measure outcomes.

### Areas of Activity

- 14. Where the parties recognise mutual benefit, they agree to explore opportunities to work together in the following areas:
  - a. Regional housing strategy development: Collaboration on developing a housing strategy and policy for the region addressing a range of housing and community outcomes, with a focus on achieving appropriate housing for people across the housing need spectrum;
  - b. Advocacy to Central Government: Working together to seek Central Government action to address housing challenges in Hawke's Bay;
  - c. Explore the Establishment of an Entity or Entities: Explore the establishment of an entity or entities to develop and determine a regional housing strategy for Hawke's Bay and take actions in pursuance of that strategy;
  - d. Funding applications: Support for funding applications to Central Government for targeted resources to address housing challenges in Hawke's Bay;
  - e. Coordinating cross-sector initiatives: Implementing the regional housing strategy through collaborative action;
  - f. Monitoring and reporting: Tracking housing trends, needs, and outcomes across the region;
  - g. Community engagement: Ensuring community voices inform housing solutions;

- h. Innovation development: Fostering new approaches to addressing housing challenges;
- i. Joined-up initiatives: Where appropriate, taking action together to address housing challenges and needs; and
- j. Regional support for local initiatives: Working together to support the initiatives on one or more of the parties that will deliver enhanced housing outcomes.

### **Specific initiatives may be subject to further agreement**

- 15. The parties agree that significant initiatives to be carried within the framework of this agreement may be the subject of further specific agreements or arrangements potentially including a formalised regional housing entity or contracts of agreement for specific projects.

### **Partnership with government**

- 16. The parties aim to partner with Government for enhanced housing, tenant and community outcomes across Hawke's Bay. This will involve working with the Ministry of Housing and Urban Development and potentially a range of other Government Agencies. It is envisaged that the collaborative work carried out under this MoU may lead to one of more parties or regional entities signing agreements with the Crown to deliver specific deliverables.

### **Applications for government assistance**

- 17. The parties acknowledge that they may individually or collectively make applications to various Government funding sources to support housing initiatives in the region.
- 18. For the purposes of transparency, all parties to this Memorandum of Understanding agree to disclose to each other the specific instances where this document or the partnership relationship within is declared in any funding applications or in any other governmental, planning or property process.
- 19. There is the possibility that the various funding applications made by the parties may overlap or even conflict in some areas. The parties agree that their shared objective is to maximise positive housing outcomes for communities in Hawke's Bay and that they will work together in good faith to try to harmonise housing activities under the partnership approach enshrined herein.

### **Confidentiality and use of information**

- 20. To the extent permitted by law, the parties agree to maintain confidentiality regarding sensitive information shared during the course of collaborative work under or arising out of this Memorandum of Understanding. This includes, but is not limited to, commercially sensitive information, any personal information shared about

community members, and strategic information that could impact the success of initiatives if disclosed prematurely.

21. The parties acknowledge that the Council parties to this agreement are subject to the provisions of the Local Government Official Information and Meetings Act 1987 and that Government Agencies working with the parties may be subject to the provisions of the Official Information Act 1982. These Acts may require the release of information unless good reason exists under the respective Act for it to be withheld.
22. The Parties agree that information shared under this collaborative partnership will be held and used for the purposes for which it was shared.

### **Limitations**

23. Nothing in this agreement affects or overrides any legislative or other obligations the parties may have, or any legal rights the parties may have. In particular, nothing in this agreement affects any party's statutory decision-making obligations under the Resource Management Act 1991, the Building Act 2004 or other Acts, nor does it prevent the parties from exercising any rights they have in law.

### **Implementation**

24. The parties agree to meet through their nominated Leadership Group individuals on a regular basis to exchange information, explore opportunities to work together for mutual benefit.
25. This work will be supported by a Working Group, consisting of staff of several of the parties' organisations and staff from the Regional Recovery Agency. The Working Group carry out programme work as commissioned by the Leadership Group and provide advice to the Leadership Group on how best to advance the work.

### **Term of agreement**

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26. Parties will be updated on Leadership Group activities via quarterly reporting or as required to support decision-making.

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# Hawke's Bay Tourism

The regional tourism organisation  
for all of Hawke's Bay





## Purpose

Hawke's Bay Tourism is the official Regional Tourism Organisation (RTO) for the entire Hawke's Bay region. Its primary role as a marketing and promotion agency is to generate the demand that will support business investment into products and services.

Destination positioning:  
**New Zealand's Food & Wine Country**



## Core income

\$1,200,500 for 25/26 FY

- \$987,500
  - \$462,500 HDC
  - \$450,000 NCC (12 months)
  - \$75,000 CHBDC
- \$213,000 (\$128k membership, \$85k Great Wine Capitals joint initiative)





# Destination marketing

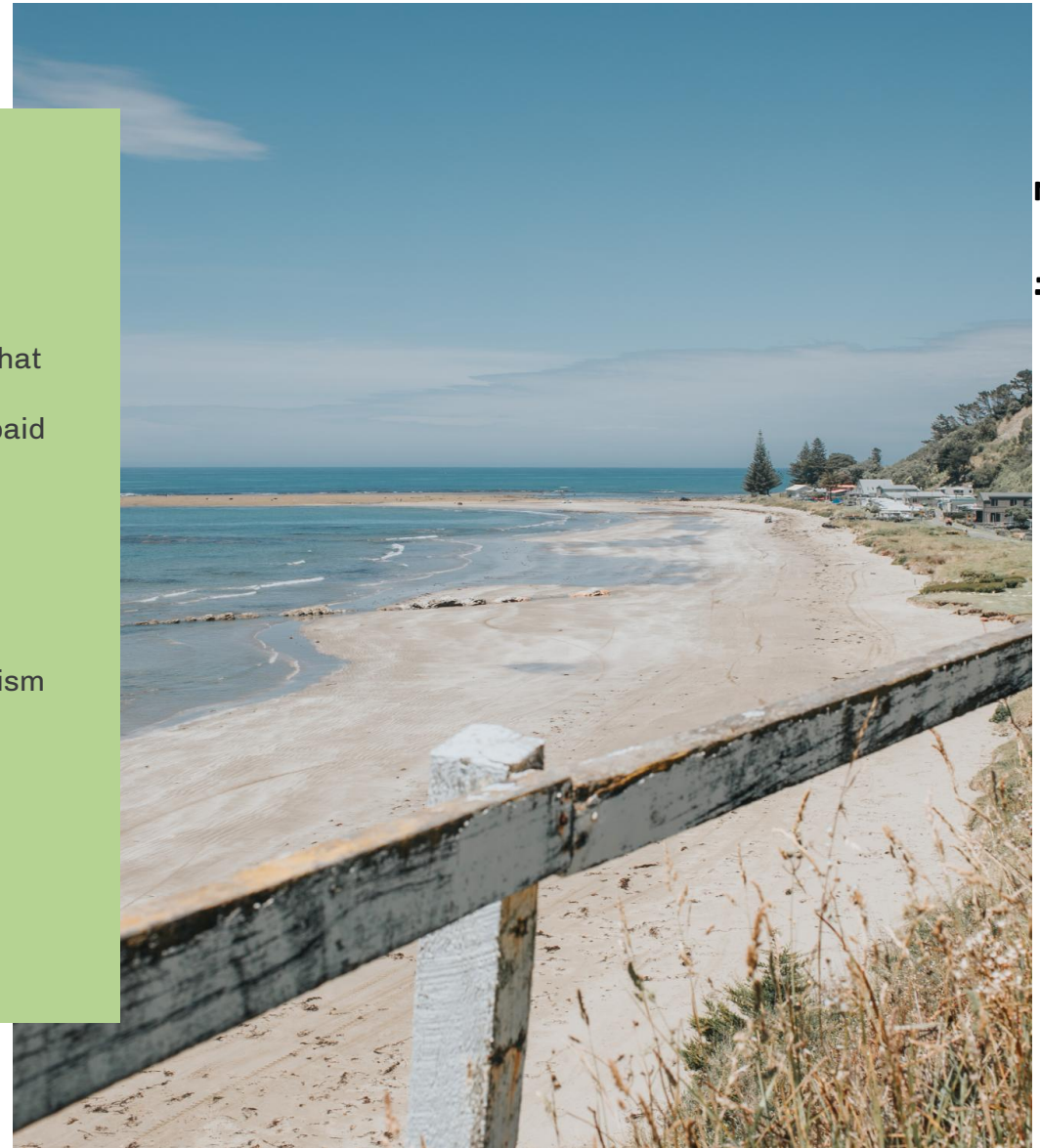
In destination marketing, we consider 3 areas of focus – exploiting assets we already **own** to amplify our messages, what we can **earn** through promotion and relationships, and **paid** advertising. For 25/26 we have signalled a departure from paid advertising.

- **Owned**

- Website (hawkesbaynz.com), social media, database/newsletters, image/video library.
- Great Wine Capitals membership, Best Of Wine Tourism awards

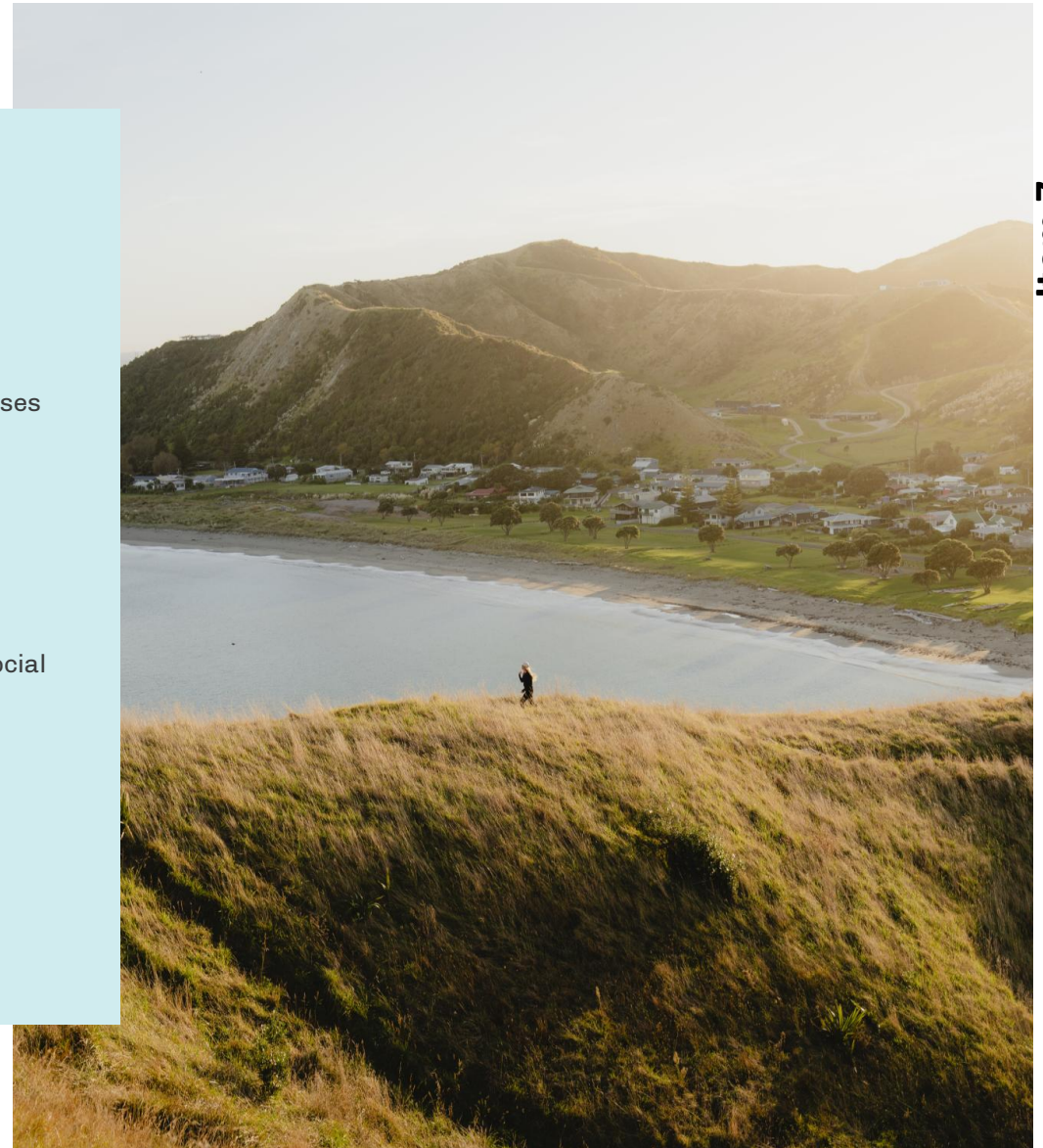
- **Earned**

- Press releases, famils, media releases/contacts
- Relationships with Tourism NZ, travel agents, travel wholesalers & inbound operators, professional conference organisers, cruise, trade-shows
- Hosted familiarisations



# Key priorities

- **PR/media/content**
  - Earning awareness in all forms of media through press releases and story development
  - Story content
  - Imagery/video
  - Hosting/famils
  - Collaboration with TNZ
- **Digital – web, socials, content**
  - Maintaining web presence, increasing awareness through social media
  - Imagery/video
- **Membership/trade – events/capability**
  - TRENZ, eXplore, MEETINGS attendance
  - TIA, RTNZ, BEIA, TEC, NZCA membership/events
  - Collaboration with TNZ
- **Famil coordination**
- **Great Wine Capitals membership**



# Key Performance Indicators for 2025/2026

KPI	Target	Performance
Market Share	<ul style="list-style-type: none"><li>• Increase market share from Wellington*</li></ul>	(*measured by share of visitor spend)
Brand Awareness	<ul style="list-style-type: none"><li>• Achieve EAV (Equivalent Advertising Value**) of \$3m</li><li>• Grow website sessions</li><li>• Grow social media following and reach</li><li>• Grow Great Wine Capitals (GWC) investment &amp; membership</li></ul>	(**EAV measured at ratio of 1:1, not a multiplier)
Industry	<ul style="list-style-type: none"><li>• Maintain paid membership of HBT</li><li>• Grow industry support***</li><li>• Deliver annual series of workshops to build industry capability.</li><li>• Support existing tourism operators to develop new products and expand into new markets.</li></ul>	(***industry support measured by contra, sponsorship, and investment in joint venture initiatives)

# Membership structure



# Work Streams

## Digital promotion

Consumer-focused activity, digital channels, website and social media; management of regional brand.

## Travel Trade

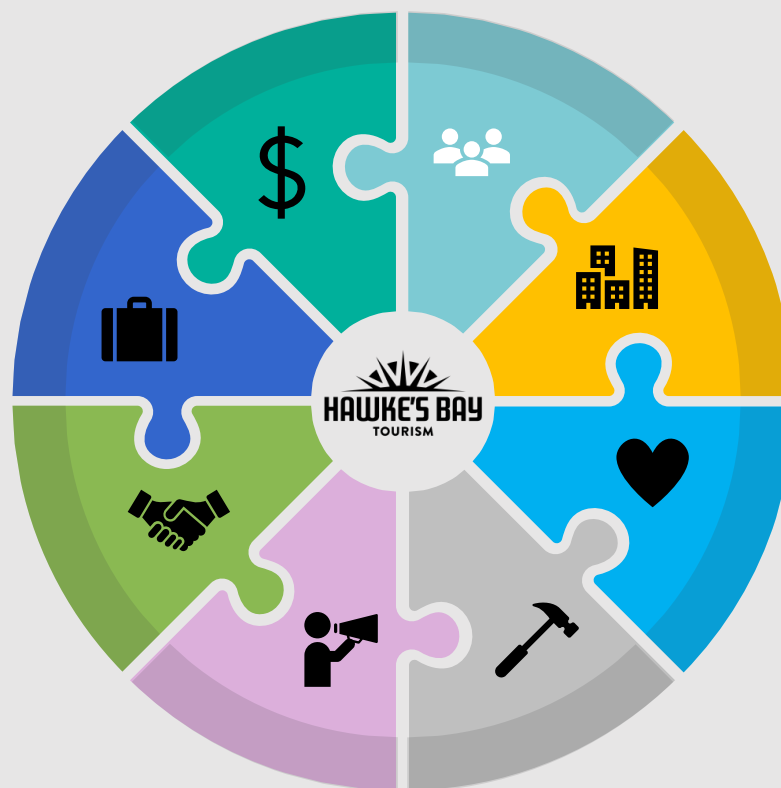
Educating offshore and onshore travel retailers and intermediaries to ensure export-ready operators, and the wider region, are readily featured.

## Business Events

Supporting key conference facilities with efforts to secure bookings, while also acting as the impartial Hawke's Bay Conventions Bureau for enquiries.

## Media & PR

Building relationships with regional, national and international media to secure favourable editorial coverage, including proactive and reactive stories.



## Regional Events

Coordinator of Regional Event Fund proposals and funding responses when and as MBIE offers.

## Membership

Management of HBTIA membership, including encouraging co-investment into promotional activities; lead activities which enhance industry capability.

## Advocacy

Work with regional and national industry stakeholders to lobby for strategies and investment which positively impact the visitor economy's regional contribution.

## Special Projects

Great Wine Capitals, Classic New Zealand Wine Trail joint ventures and ad-hoc opportunities that arise with MBIE funding initiatives,

# Domestic Visitor Economy Overview 2024

1.7m Data from 2022

Annual domestic visitors



\$371m

Value of Domestic Tourism Electronic Card Transactions  
(excludes cash & online)



771k

Domestic guest nights in commercial Accommodation  
(voluntary operator survey)



5.4m Data from 2022

Annual domestic visitor days



3.31%

Share of Domestic Tourism Electronic Card Transactions



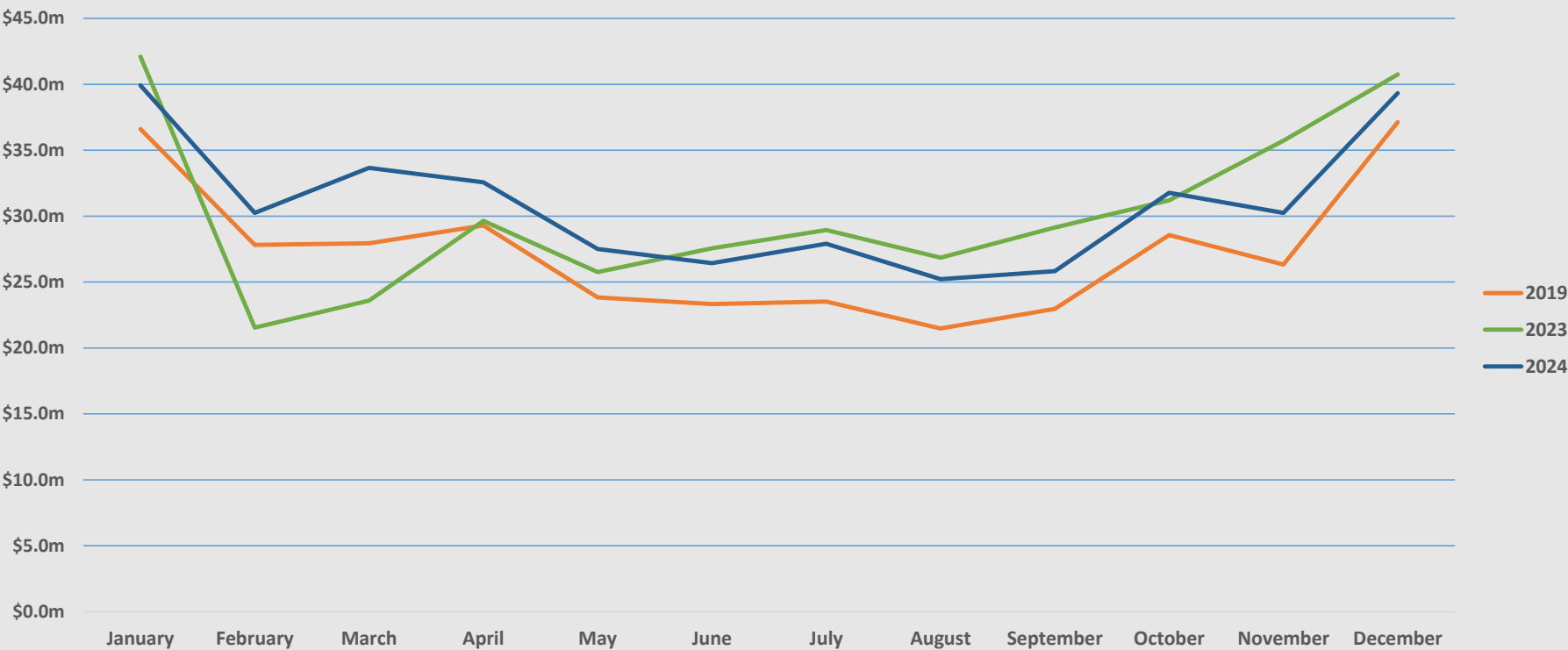
2.1

Average nights stayed per guest in commercial accommodation





# Domestic Tourism Electronic Card Transactions



# Market Share & Key Markets

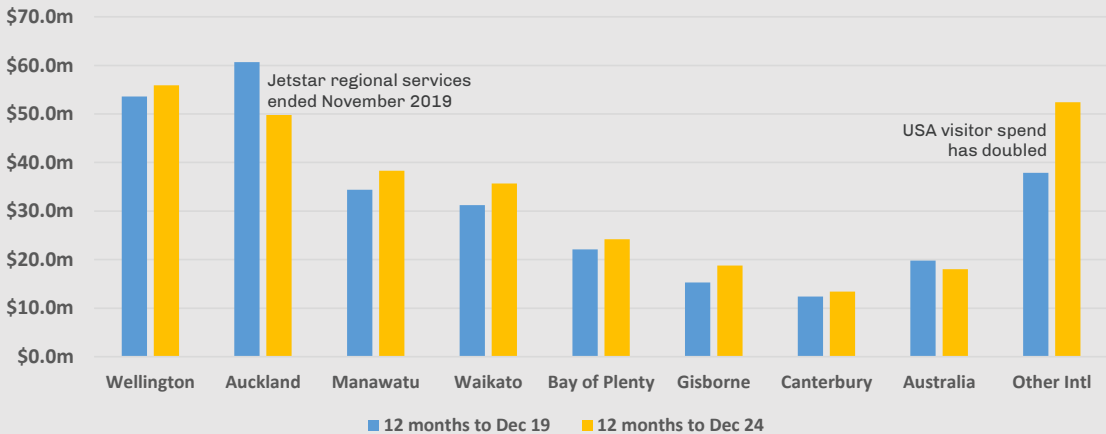
3.31%

Hawke's Bay's share of domestic tourism spend via card transactions in year to **December 2024**

## Share of TECT from 5 biggest (by \$) markets

1. Wellington	5.00%
2. Auckland	2.08%
3. Manawatu	5.26%
4. Waikato	2.20%
5. Bay of Plenty	2.78%

Tourism Electronic Card Transactions in 12 month period



## Domestic tourism card transactions by district

**\$371m**

Hawke's Bay  
total region



**\$22m**

Central Hawke's  
Bay District

6.0% of HB Domestic TECT  
vs 9.0% of HB population



**\$162m**

Hastings District

43.7% of HB Domestic TECT  
vs 49.6% of HB population



- For 12 months to December 2024
- Domestic visitors only
- Point of sale card transactions  
– no cash or digital payments

**\$170m**

Napier City

45.8% of HB Domestic TECT  
vs 36.4% of HB population



**\$17m**

Wairoa District

4.5% of HB Domestic TECT  
vs 4.9% of HB population



## Hawke's Bay's domestic market share – focus to be on WLG

5.0% = \$55.9m

Hawke's Bay's share  
of 2024 domestic TECT  
by Wellingtonians

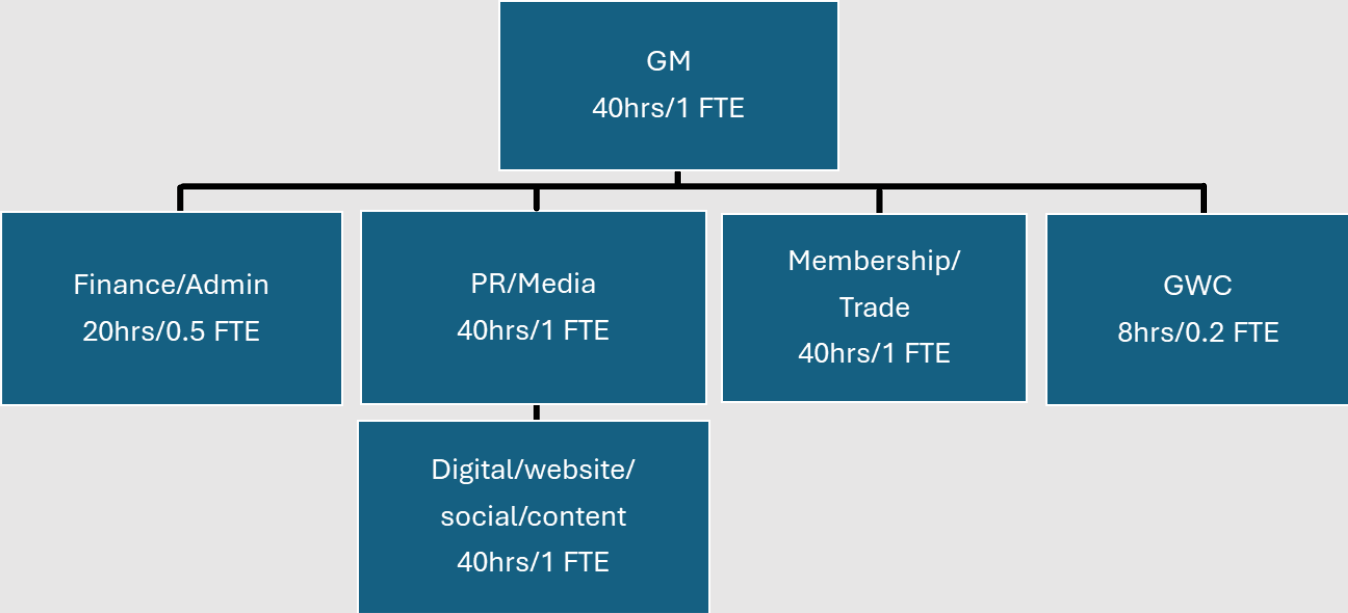
TECT value of Wellingtonian  
spend in Hawke's Bay

*6% market share is the stretch goal for FY26*

6.0% = \$67.1m

Based on current annual domestic  
TECT spend levels of \$1.12b by  
Wellingtonians

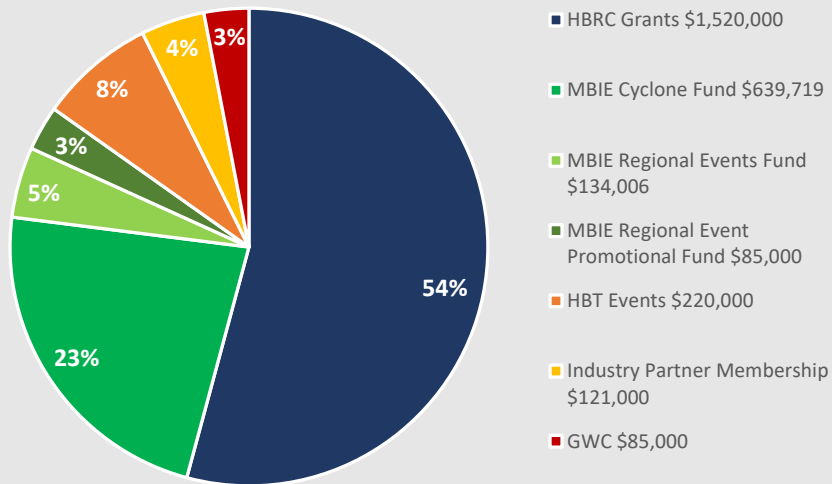
# Organisational chart



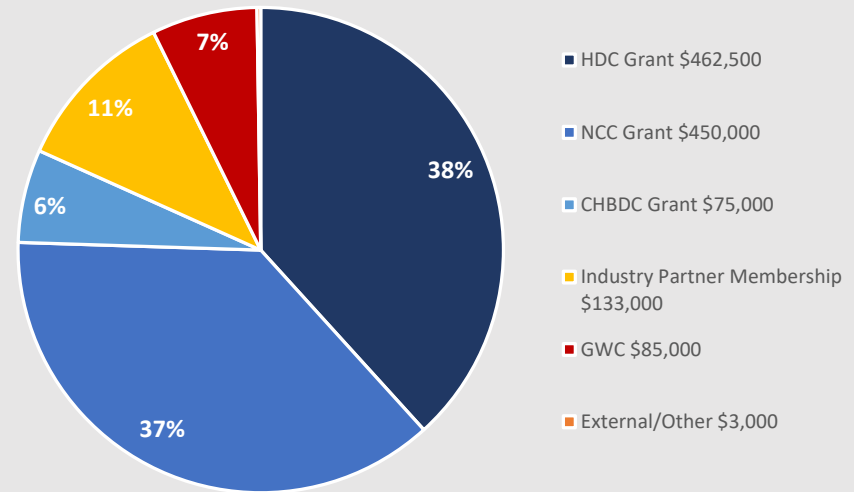
Item 7

## FY25 & 26 income sources

FY25 Income: \$2,808,325

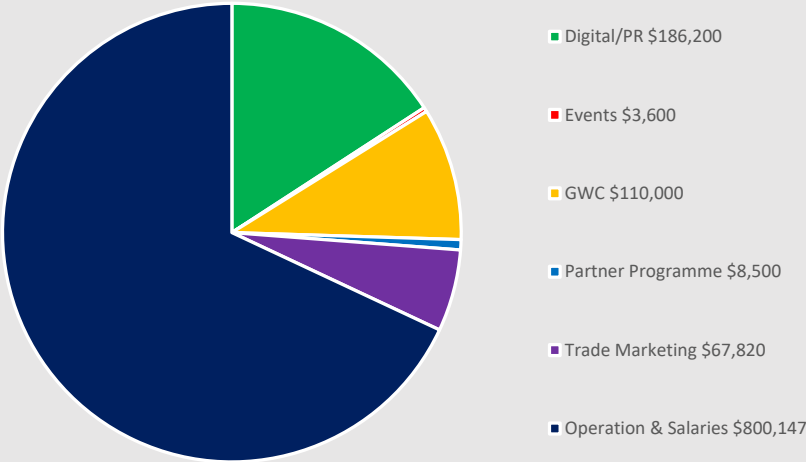


FY26 Income: \$1,208,500



# FY26 expenses

FY26 Expenses: \$1,176,267



## HAWKE'S BAY TOURISM

### KEY PERFORMANCE INDICATORS 2025-2026

KPI	Objective	Performance Measure
Market Share	Increase market share from Wellington	<ul style="list-style-type: none"> <li>Wellington domestic share of visitor spend - 6%</li> </ul>
	Maintain visitor spend for Hawke's Bay	<ul style="list-style-type: none"> <li>Total visitor spend</li> <li>Share of domestic card transactions 3.35%</li> </ul>
	Maintain domestic tourism activity for Hawke's Bay	<ul style="list-style-type: none"> <li>Domestic visitor numbers - 1.7m</li> </ul>
Brand Awareness	Increase effectiveness of owned and earned channels to support market share targets	<ul style="list-style-type: none"> <li>Grow social media reach to 2.5m</li> <li>Achieve a minimum engagement rate of 3% across key platforms (Facebook, Instagram, TikTok).</li> <li>Achieve a click-through rate (CTR) of 1% or higher on paid campaigns.</li> <li>Report follower growth rate by platform, with a target of 10% annual growth.</li> <li>Grow website sessions – organic visits 350k, total sessions 750k</li> <li>Achieve EAV (Equivalent Advertising Value**) of \$3m, with qualitative case studies showing impact.</li> <li>Deliver minimum of 15 famils for media, influencers, and trade with post famil reporting on: <ul style="list-style-type: none"> <li>Media/ social coverage generated</li> <li>Estimated reach/impressions</li> <li>Positive operator feedback on business impact.</li> </ul> </li> <li>Ensure fair and equitable representation of sub-regions/towns/cities within Hawke's Bay in promotional activities, digital campaigns and media coverage.</li> </ul> <p>(** measured ratio 1:1)</p>
Industry Engagement and Capability	Grow paid membership of HBT	Membership increases:
	Grow industry support to HBT	<ul style="list-style-type: none"> <li>175 members, 25 TMG, 20 Support Partners</li> <li>Industry cash income increases \$150k</li> <li>Industry contra increases \$50k</li> </ul>
	Deliver annual series of workshops to build industry capability.	<ul style="list-style-type: none"> <li>Annual series of four workshops delivered with &gt;80% positive feedback from participants.</li> <li>Overall participant feedback per topic is positive as providing value.</li> </ul>



## HAWKE'S BAY TOURISM

### KEY PERFORMANCE INDICATORS 2025-2026

	Support existing tourism operators to develop new products and expand into new markets.	<ul style="list-style-type: none"> <li>EOY summary shows return on investment from workstream, including: <ul style="list-style-type: none"> <li>No. of new products launched (including Māori Tourism products)</li> <li>No. of new operator markets developed (including no. for Māori Tourism operators)</li> <li>No. of Māori Tourism operators</li> <li>High operator satisfaction with HBT support</li> </ul> </li> </ul>
<b>Great Wine Capitals (GWC)</b>	GWC investment & membership	<ul style="list-style-type: none"> <li>Industry cash contribution increases to \$100k (total operating budget \$185k)</li> </ul>
	Marketing and Activation Plan and KPIs developed to support ROI measurement GWC activation	<ul style="list-style-type: none"> <li>Metrics developed for EOY reporting on ROI</li> </ul>
<b>Governance &amp; Strategy</b>	Secure required funding for ongoing financial operations 2026/2027	<ul style="list-style-type: none"> <li>Marketing and activation plan developed for engagement with industry, to attract sector funding.</li> <li>Campaign metrics achieved</li> <li>GWC status visible to visitors (organic)</li> </ul>
	Council representation on HBT Board.	<ul style="list-style-type: none"> <li>Quarterly reporting to Councils</li> <li>Continued advocacy to local government and central government on value of tourism sector.</li> <li>Viable funding plan in place for 2026/2027</li> </ul>
	Business continuity plan for abandoned tourism activity	<ul style="list-style-type: none"> <li>Updated constitution</li> <li>Support appointment of Council Board representative (skills-based appointment)</li> </ul>
	Strong strategic relationships	<ul style="list-style-type: none"> <li>With council officers for tourism and events functions, contingency plan developed for key regional tourism activity (F.A.W.C, HB Marathon, Visitor Guides)</li> <li>Coordinated and aligned strategic work programme with council tourism and events functions.</li> <li>Process for capturing Council strategic priorities related to tourism for consideration in strategic planning.</li> </ul>

#### Notes to reporting:

- Reporting data at 30 June 2026
- For increases, use 30 June 25 figures as benchmark



13 June 2025

Chair of the Board  
Hawke's Bay Tourism  
19 Waghorne Street  
Ahuriri, Napier 4110

Tēnā koe,

## Letter of Expectation for the 2025/26 Funding Year

On behalf of Hastings District Council, Napier City Council, and Central Hawke's Bay District Council (together, "the funding councils"), we are pleased to confirm our collective support for Hawke's Bay Tourism (HBT) for the 2025/26 financial year, with funding commencing on 1 July 2025.

This Letter of Expectation sets out the shared priorities and performance expectations for HBT, as a publicly funded regional tourism organisation, to ensure that our investment continues to deliver measurable value to our communities, businesses, and the broader visitor economy.

## Strategic Performance Focus Areas

The following overarching objectives are the areas the funding councils expect HBT to focus its work programme on:

- Maintaining or strengthening Hawke's Bay's market share in domestic tourism.
- Enhancing brand awareness and visitor engagement through targeted PR and digital campaigns.
- Supporting and growing industry capability and participation.
- Maximising the value of Hawke's Bay's position as a Great Wine Capital.
- Maintaining strong governance and alignment with local government strategy.

## Key Performance Expectations

(12 months to June 2026)

### Market Share

- Increase Hawke's Bay's share of Wellington-origin visitor spend to 6%.
- Maintain overall visitor spend (using 2024/25 as benchmark).
- Maintain Hawke's Bay's domestic card transaction share at 3.35%.
- Maintain domestic visitor numbers at 1.7 million (if measurable).

### Brand Awareness & Reach

- Achieve 2.5 million social media reach.
- Achieve a minimum engagement rate of 3% across key platforms (Facebook, Instagram, TikTok).
- Achieve a click-through rate (CTR) of 1% or higher on paid campaigns.
- Report follower growth rate by platform, with a target of 10% annual growth.
- Achieve 350,000 organic website sessions and 750,000 total sessions.
- Secure \$3 million Equivalent Advertising Value (EAV) through media, with qualitative case studies showing impact.
- Deliver a minimum of 15 famils for media, influencers, and trade with post famil reporting on:
  - o Media/ social coverage generated
  - o Estimated reach/impressions
  - o Positive operator feedback on business impact.
- Ensure fair and equitable representation of sub-regions/towns/cities within Hawke's Bay in promotional activities, digital campaigns and media coverage.

TE KAUNIHERA Ā-ROHE O HERETAUNGA

HASTINGS DISTRICT COUNCIL

207 Lyndon Road East, Hastings 4122 | Private Bag 9002, Hastings 4156  
06 871 5000 | customerservice@hdc.govt.nz | hastingssdc.govt.nz



### Industry Engagement & Capability

- Grow HBT membership base: 175 members, 25 Tourism Marketing Group members, 20 Support Partners.
- Increase industry financial contributions: \$150,000 cash, \$50,000 contra.
- Deliver a minimum of four industry capability workshops with >80% positive feedback positive participant feedback.
- Support tourism operators to innovate and expand into new markets, with an annual summary reporting on:
  - o Number of new products launched, including number of Māori Tourism products
  - o Number of new markets entered, including number linked to Māori Tourism
  - o High operator satisfaction with HBT support

### Great Wine Capitals Programme

- Marketing and activation plan developed for engagement with industry, to attract sector funding.
- Grow industry contributions to \$100,000, to achieve a \$185,000 operating budget.
- Develop and implement KPIs to measure ROI from GWC activity.
- Deliver a visible and effective activation campaign and ensure GWC status is evident to visitors.

### Governance & Strategy

- Secure required operational funding for 2026/27 with a clear funding plan.
- Provide quarterly performance reporting to funding councils.
- Continue advocacy to central and local government on the value of tourism.
- Finalise updates to the HBT Constitution to support council representation and enable a skills-based Council Board Representative appointment.
- Work with council partners to develop contingency planning for critical regional tourism activity (e.g. FAWC, HB Marathon, Visitor Guides).
- Demonstrate alignment with Council tourism and events strategies through coordinated work planning and a process to incorporate council strategic priorities.

### Reporting & Engagement

We expect HBT to engage regularly and transparently with council elected members and officers, providing quarterly updates aligned to these KPIs. In addition, HBT should maintain a collaborative and proactive approach with council tourism, marketing, and events teams to ensure integration and maximum value from collective efforts.

We thank you for your continued leadership and look forward to working in partnership to grow a thriving visitor economy that delivers lasting benefits to our region and communities.

Ngā mihi nui,

**Sandra Hazlehurst**  
Mayor  
Hastings District Council

**Kirsten Wise**  
Mayor  
Napier City Council

**Alex Walker**  
Mayor  
Central Hawke's Bay District  
Council

**TE KAUNIHERA Ā-ROHE O HERETAUNGA**  
HASTINGS DISTRICT COUNCIL  
207 Lyndon Road East, Hastings 4122 | Private Bag 9002, Hastings 4156  
06 871 5000 | customerservice@hdc.govt.nz | hastingssdc.govt.nz

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# FUNDING AGREEMENT

FOR THE OPERATION OF A

## REGIONAL TOURISM ORGANISATION

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DATED the [insert] day of [Month] 2025

BETWEEN     HAWKE'S BAY TOURISM LIMITED (Company Number 3423112) (HBT)  
AND           HASTINGS DISTRICT COUNCIL (HDC)  
AND           NAPIER CITY COUNCIL (NCC)  
AND           CENTRAL HAWKE'S BAY DISTRICT COUNCIL (CHBDC)  
(together the "Funding Councils")

## 1. PURPOSE OF AGREEMENT

This agreement sets out the terms under which the Funding Councils will provide an operational grant to Hawke's Bay Tourism Limited (HBTL) to ensure continuity of core regional tourism functions following the cessation of funding from Hawke's Bay Regional Council.

## 2. BACKGROUND

- 2.1 HBTL is the official Regional Tourism Organisation (RTO) for Hawke's Bay and was formed as a not-for-profit limited liability company in 2011 to support the region's tourism industry and to undertake the Regional Tourism Organisation ("RTO").
- 2.2 HBTL was historically funded via a regional tourism targeted rate. The Funding Councils acknowledge that regional tourism is critical to economic development and will collectively fund HBT to deliver destination marketing and management under a reduced operational model.
- 2.3 The activities of HBTL will be funded partly through public monies provided by the Funding Councils and partly through private investment provided through Hawke's Bay Tourism Industry Association Incorporated membership fees and contributions.
- 2.4 This Funding Agreement sets out the terms and conditions of the arrangements between the parties.
- 2.5 The provision of ratepayer funding by the Funding Councils is subject to certain performance criteria measured against key performance indicators ("KPI's"), reporting and audit requirements.
- 2.6 The KPI's are set out in the Letter of Expectation.
- 2.7 The Funding Councils are responsible for delivering an annual Letter of Expectations to HBTL.
- 2.8 To ensure effective use of ratepayer funds, the Funding Councils are entitled under HBTL's constitution to appoint one (1) director to the Board of Directors of HBTL who shall remain in office for as long as this Funding Agreement is in force (including any extension).

### THE PARTIES AGREE AS FOLLOWS:

## 3. DEFINITIONS

- 3.1 In this Agreement unless the context otherwise requires:

**Agreement** means this funding agreement, as amended from time to time;

**Best Currently Accepted Principles and Practices** means the best principles and practices applicable to the tourism industry and tourism promotion;

**Expiry Date** means the date on which the Funding Councils pays the Funding Instalment relating to the Financial Year ending on 30 June;

**Financial Year** means the period of 12 months from 1 July to 30 June;

**Funding and Funding Instalment** means the amounts stipulated in Schedule 2 of this Agreement to be paid by the Funding Councils to HBTL;

**Growth Targets** means the growth targets contained in the KPI's set out in Schedule 1;

**GST** means goods and services tax payable pursuant to the Goods and Services Tax Act 1985;

**KPI's** means the key performance indicators specified in Schedule 1;

**Month** means a calendar month;

**Outcomes** mean the outcomes contained in the KPI's set out in Schedule 1;

**Parties** means the Funding Councils and HBTL and Party means either one of them;

**Three-month period** means a period of three (3) consecutive Months that ends with the last day of June, September, December or March;

**Three-monthly report** means the written report to be provided by HBTL to the Funding Councils within 15 Working Days of the end of each Three-month period specifying:

- 3.2 Performance for the Three-month period measured against each of the KPI's.
- 3.3 Funding reconciliation showing the following:
- 3.4 Opening balance
- 3.5 Funding received
- 3.6 Costs incurred
- 3.7 Interest received on the Funding
- 3.8 Closing balance

**Working Day** means a day on which registered banks are open for general banking business, other than a Saturday or Sunday, in Hawkes Bay, New Zealand.

#### 4. CONSTRUCTION

- 4.1 In interpreting this Agreement, unless the context requires otherwise:
- 4.2 headings are for guidance only and shall not affect interpretation;
- 4.3 words denoting the singular shall include the plural and vice versa;
- 4.4 any references to a Clause or Schedule or Appendix shall be a reference to a clause or appendix or schedule of this Agreement;
- 4.5 all references to Dollars or \$ shall be references to the lawful currency of New Zealand;
- 4.6 any schedule or appendix to this Agreement is deemed to form part of the Agreement;
- 4.7 a reference to any statute includes any amendments, re-enactments or replacements of that statute from time to time;
- 4.8 a reference to a person includes a body corporate and an unincorporated body;
- 4.9 a reference to 'including' and similar words do not imply any limitation.

#### 5. KEY PERFORMANCE INDICATORS

- 5.1 In consideration for the Funding, HBTL agree to deliver the KPI's in accordance with:
- 5.2 the terms of this Agreement; and
- 5.3 Best Currently Accepted Principles and Practices applicable to the tourism industry and tourism promotion.
- 5.4 Funding is contingent on HBTL delivering outcomes as outlined in the Letter of Expectation and Key Performance Indicators (KPIs) approved by the Funding Councils.

#### 6. TERM

- 6.1 This Agreement commences on **1 July 2025** and remains in force until **30 June 2026**, unless varied or terminated in accordance with **clause 12**.
- 6.2 The Agreement may be extended for another 12 months, pending funding decisions by the Funding Councils in the 2026/27 Annual Plan process.

#### 7. THE FUNDING AND PARTIES RESPONSIBILITIES

- 7.1 The Funding will be paid to HBTL in accordance with **Clause 8** to an interest-bearing bank account held with a New Zealand registered bank and nominated by HBTL in writing.
- 7.2 HBTL shall allocate the Funding in a manner that is efficient, economical and that best accords with the KPIs.

- 7.3 HBTL covenants that no part of the Funding received shall be used for any purpose other than undertaking the KPIs.
- 7.4 GST on the Funding will be paid by the Funding Councils to HBTL upon receipt of a GST invoice from HBTL. To avoid doubt, the parties acknowledge that the provision of any grant under this Agreement constitutes a taxable supply for the purposes of the Goods and Services Tax Act 1985.
- 7.5 Notwithstanding any provision to the contrary, the Funding Councils shall not be obliged to provide any Funding after the date of termination or expiry of this Agreement.

## **8. GRANT FUNDING COMMITMENTS**

- 8.1 The table below sets out the budgeted funding commitments of the Funding Councils:

<b>Council</b>	<b>2025/26 Contribution</b>	<b>2026/2027</b>
Hastings District Council	\$462,500	\$462,500
Napier City Council	\$450,000	\$300,000
Central Hawke's Bay District Council	\$75,000	\$75,000

- 8.2 This agreement is for one year noting the commitment by Napier City Council is below the level required for the minimum viable operating model.
- 8.3 Hastings District Council funding decision on 13 Feb 2025 (resolution E) notes the funding decision B(i) for \$462,500 for 2025/26 and 2026/27 is "dependent on Napier City Council and Central Hawke's Bay District Council providing sufficient funding to meet the \$1m joint Council funding requirement". Condition E has not been satisfied.
- 8.4 If Condition E is satisfied during the term of this agreement, HBTL may request a variation to this agreement to extend the term to 30 June 2027.

## **9. PAYMENTS**

- 9.1 Subject to clauses 9.3 and 9.4 Funding will be paid in equal quarterly (or such other frequency as agreed) instalments on production of an invoice by HBTL.
- 9.2 The first Funding Instalment will be paid on the 1st of the Month following the commencement date.
- 9.3 Each subsequent Funding Instalment will be paid provided that:
- 9.4 The Funding Councils have received (where applicable) the three-monthly report covering the immediately preceding period prior to the relevant instalment date; and
- 9.5 The Funding Councils determine at their sole discretion that HBTL have
- 9.6 undertaken best endeavours to achieve KPIs; and
- 9.7 complied with the Agreement in all material respects.
- 9.8 Subject to clause 9.3 each subsequent Funding Instalment will be paid on the first day of the month.

## **10. HBTL'S WARRANTIES**

- 10.1 HBTL warrants and represents that:
- 10.2 all information provided, or to be provided, to the Funding Councils by HBTL is accurate, complete and true;
- 10.3 the KPIs will be administered with due diligence, care and skill, and by appropriately trained, qualified, experienced and supervised persons;
- 10.4 HBTL will adequately monitor progress in relation to meeting the KPIs
- 10.5 HBTL will undertake the KPIs in a reasonably economical and expeditious manner so as to minimise cost;
- 10.6 all goods and services purchased and wages and salary paid by HBTL in the course of undertaking the KPIs will be purchased or paid as the case may be at no more than true market value.

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- 10.7 HBTL will acknowledge the Funding Councils as a source of funding in all publications and publicity regarding the KPIs (the form and content of such acknowledgement the Funding Councils may specify);
- 10.8 the Funding Councils will be notified as soon as is reasonably practicable if the composition of HBTL changes or issues arise as to HBTL's solvency or ability to undertake and meet the KPIs.

## **11. REPRESENTATION**

- 11.1 For as long as this Agreement remains in force (including any extension agreed to between the Parties), the Funding Councils shall be entitled to appoint one (1) Director on the Board of Directors of HBTL.
- 11.2 To avoid doubt, the entitlement to appoint shall include the right to remove and replace a Director at any time.
- 11.3 On the Expiry Date, the Director appointed by the Funding Councils shall cease to hold office and shall immediately resign as a Director of HBTL.

## **12. VARIATION**

- 12.1 This Agreement may be varied from time to time as agreed by the Parties.
- 12.2 No variation of this Agreement is effective unless it is in writing and executed by the Parties.

## **13. REPORTING**

- 13.1 HBTL will provide reports to the Funding Councils:
- 13.2 Half-Year Report by 15 February
- 13.3 Annual Report by 30 August
- 13.4 Interim Quarterly Report (Q1 by 15 November, Q3 by 15 May)
- 13.5 On request, any information regarding the KPIs;
- 13.6 Reports will include financial statements, commentary against KPIs, and a high-level budget. Public and confidential (for CE use) versions will be provided.

## **14. ACCESS**

- 14.1 HBTL will allow the Funding Councils (including its employees and agents) access to any property or information relevant to the KPIs owned or controlled by HBTL at any reasonable time and for any reasonable purpose.
- 14.2 The Parties will keep confidential and secure and not misuse or disclose to any third party any information relating to the other party or this Agreement which would reasonably be expected to be confidential or proprietary to the other Party except:
- 14.3 to professional advisers or officers, employees or agents directly concerned with the implementation or operation of this Agreement and for the purpose of performing this Agreement; or
- 14.4 as required by law; or
- 14.5 to the extent necessary to perform their respective obligations under this Agreement; or
- 14.6 to the extent necessary to sub-contract third parties under Clause 19 of this Agreement; or
- 14.7 with the prior written authority of the other Party; or
- 14.8 information that subsequently becomes part of the public domain through no fault of the Party receiving confidential information from the other Party; or
- 14.9 Information regarding the funding for publicity purposes.
- 14.10 If the Funding Councils receives a request under the Local Government Official Information and Meetings Act 1982 for any of the information referred to in clause 14.1, they shall notify HBTL and HBTL shall render reasonable assistance to the Funding Councils in responding to the request.
- 14.11 The obligations contained in this Clause 14 shall survive the termination or expiration of this Agreement.

## **15. MEDIA RELATIONS**



- 15.1 Except as provided for in Clause 17, neither Party shall comment to the media or any person on the terms or performance of the Agreement, without express written authorisation from the other.
- 15.2 If authorised to comment under Clause 15.1, the Party so authorised must obtain approval from the other for every comment before it is communicated to the media or any other person.
- 15.3 Each Party must refer to the other party any enquiries from the media or any other person about the terms or performance of the Agreement to the person nominated in Clause 24.1.
- 15.4 If the individual nominated in Clause 24.1 cannot be contacted:
- 15.5 in the case of the Funding Councils, HBTL shall contact the person holding the office of the Hastings District Council Group Manager Marketing, Communications & Engagement;
- 15.6 in the case of HBTL, the Funding Councils shall contact the person holding the office Chairman of the Board of Directors.

#### **16. RECORDS**

- 16.1 HBTL will keep all accounts and other records as are reasonably necessary to allow prompt and accurate audit of any matter in relation to the Growth Targets and Outcomes, and in particular how payments from the Funding have been or will be used. All accounts and records required to be kept under this Clause must be made available without charge to the Funding Councils on request for review, copying and use.
- 16.2 This Clause 16 shall survive the expiry or termination of this Agreement by two (2) years and HBTL must keep the records for that period.

#### **17. HBTL'S INDEMNITY**

- 17.1 HBTL will reimburse the Funding Councils for the cost of defending or settling any claim for which the Funding Councils could have liability caused or contributed to by HBTL's breach of this Agreement or their negligent or wrongful actions or omissions.
- 17.2 HBTL will provide any reasonable assistance requested by the Funding Councils for the purpose of defending or settling any claim described in Clause 17.1.

#### **18. THE FUNDING COUNCILS'S LIABILITY**

- 18.1 Except to the extent of direct damage or loss to HBTL caused by a breach of this Agreement by the Funding Councils or by the negligent or wrongful act or omissions of the Funding Councils, the Funding Councils has no liability to HBTL or any other person including for any indirect or special loss suffered (including, but not limited to, any loss of profits or savings) or costs incurred by HBTL or any other person.
- 18.2 The extent of the Funding Councils' liability to HBTL for direct damage or loss caused by a breach of this Agreement or by the negligent or wrongful act or omission of the Funding Councils will be limited to the Funding actually paid to HBTL under this Agreement during the Financial Year immediately prior to the date the cause of action first arose.
- 18.3 Without limiting Clause 17.1, HBTL's employees, agents and contractors involved in performing HBTL's obligations under this Agreement do so at the risk of HBTL. The Funding Councils have no liability to any persons (including HBTL) for any injury, deterioration, damage, or loss, whether direct or indirect, in respect of any of them.
- 18.4 This Clause 18 shall survive the termination or expiration of this Agreement

#### **19. ASSIGNMENT and SUB-CONTRACTING**

- 19.1 HBTL will not:
- 19.2 directly or indirectly assign any of its benefits or burdens under any Agreement to a third party; or
- 19.3 sell and assign HBTL's undertaking to a third party;
- 19.4 change its name;
- 19.5 alter its shareholding or otherwise change the effective control of the company;

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- 19.6 alter or modify its constitution;  
without the prior written approval of the Funding Councils which approval may be withheld in its sole discretion.
- 19.7 HBTL shall not be relieved of any of its liabilities or obligations under this Agreement by entering into a sub-contract and HBTL shall be liable to the Funding Councils for the acts, defaults and omissions of the sub-contractor as fully as if they were the acts, defaults or omissions of HBTL.
- 19.8 HBTL shall be responsible for ensuring the suitability of the sub-contractor for the work proposed to be carried out and for ensuring that the work performed by the sub-contractor meets the requirements of this Agreement.

## **20. DISPUTES**

- 20.1 Except where a Party seeks urgent interlocutory relief, neither Party may commence court proceedings against the other without complying with this Clause 20.
- 20.2 Where any dispute, disagreement, question or difference (a Dispute) arises between the Parties on any matter arising out of this Agreement, either Party ('the Initiator') may notify the other Party ('the Respondent') in writing of the Dispute. Such notice must specify:
- 20.3 the nature of the dispute;
- 20.4 a representative of the Initiator authorised to resolve the Dispute;
- 20.5 the Initiator's full and complete view of the facts and its 'without prejudice' legal position on the Dispute; and
- 20.6 a reasonable suggestion or suggestions for resolving the Dispute.
- 20.7 The Respondent must respond to the Initiator's notice within five (5) Working Days. The Respondent's response must specify:
- 20.8 a representative of the Respondent authorised to resolve the Dispute;
- 20.9 the Respondent's full and complete view of the facts and its 'without prejudice' legal position on the Dispute;
- 20.10 a reasonable suggestion or suggestions for resolving the Dispute.
- 20.11 The Parties will enter into negotiations to resolve the dispute within five (5) Working Days of the Initiator receiving the Respondent's response.
- 20.12 Where the Parties are unable to negotiate a resolution to the Dispute within twenty Working Days of the Respondent's receipt of the Initiator's notice (or such other time as the Parties agree), the Dispute will be referred to mediation.
- 20.13 The Parties will use best efforts to agree on a mediator and a fee for that mediator. However, if the Parties cannot agree within five (5) Working Days of referral to mediation, the mediator will be selected, and the mediator's fee determined by the Chair for the time being of the organisation known as LEADR NZ (Leading Edge Alternative Dispute Resolvers) (or his/her nominee).
- 20.14 Mediation will be conducted in all respects in accordance with the LEADR New Zealand Inc. Standard Mediation Agreement, and the Parties will use their best efforts to ensure that mediation is commenced and conducted expeditiously.
- 20.15 Pending settlement of the Dispute, the Parties will continue to perform their obligations under the Agreements as far as is practicable as if the Dispute had not arisen.

## **21. TERMINATION BY THE FUNDING COUNCILS**

- 21.1 The Funding Councils may immediately terminate this Agreement by notice in writing if:
- (a) HBTL has in the reasonable opinion of the Funding Councils failed over a period of two, three-month periods to undertake best endeavours to achieve the KPIs;
- (b) HBTL does or omits to do something, or any matter concerning HBTL comes to the Funding Councils attention, which, in the Funding Councils' opinion, may seriously damage the business or reputation of the Funding Councils; or
- (c) HBTL substantially fails to achieve the KPIs by the dates specified in Schedule 1;
- (d) HBTL materially breaches any of its other obligations under this Agreement and HBTL does not or cannot rectify any deficiencies identified, through audit or otherwise, within a reasonable time.

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- 21.2 Without prejudice to the rights in Clause 22.1 the Funding Councils may terminate the whole or any severable part of this Agreement by giving HBTL one Month's written notice.

## 22. TERMINATION BY HBTL

- 22.1 HBTL may immediately terminate this Agreement by notice in writing if:
- (a) the Funding Councils does or omits to do something, or any matter concerning the Funding Councils comes to HBTL's attention, which, in HBTL's opinion, may seriously damage the business or reputation of HBTL; or
  - (b) the Funding Councils materially breaches any of its obligations under this Agreement.
  - (c) Without prejudice to the rights in Clause 21.1 HBTL may terminate the whole or any severable part of this Agreement by giving the Funding Councils one Month's written notice.

## 23. EFFECT OF TERMINATION AND EXPIRY

- 23.1 Termination of this Agreement is without prejudice to the rights and obligations of the Parties accrued up to and including the date of termination.
- 23.2 For the avoidance of doubt, termination of this Agreement does not affect any other HBTL agreement in relation to the delivery of the KPIs under this agreement.
- 23.3 On termination or expiry of this Agreement, the Funding Councils may (without limiting any of its other rights or remedies):
- (a) require HBTL to provide evidence of how the Funding has been spent; and/or
  - (b) require HBTL to refund to the Funding Councils (or deal within the manner directed by the Funding Councils) any of the Funding that has not been spent or committed by HBTL. For the purposes of this Clause, Funding is committed where it has been provided or promised to a third party for the purpose of carrying out the Growth Targets and Outcomes and HBTL, after using reasonable endeavours, is unable to secure a refund or release from that promise (as the case may be).
- 23.4 If the Funding has been misused, or misappropriated by HBTL, HBTL must within 10 Working Days of the date of termination / expiry refund all Funding paid up to the date of termination/ expiry, together with interest at the rate of 10 per cent per annum from the date HBTL were paid the Funding to the date HBTL return the Funding.

## 24. CONTACT PERSONS AND NOTICE

- 24.1 Any notice or other communication to be given under this Agreement must be in writing addressed to the other Party at the address, facsimile number or email from time to time notified by that Party in writing to the sending Party. Until a change is so notified, the address, facsimile number and email of each Party are as follows:

### ON BEHALF OF THE FUNDING COUNCILS

Hastings District Council  
Naomi Fergusson  
GM: Marketing, Communications & Engagement  
207 Lyndon Road East, Hastings  
Private Bag 9002  
Hastings 4156  
Phone: 06 871 5013  
Mobile: +64 21 229 0505  
Email: naomif@hdc.govt.nz

### ON BEHALF OF HAWKE'S BAY TOURISM LTD

Hawke's Bay Tourism  
Hamish Saxton  
CEO  
19 Waghorne Street, Ahuriri  
PO Box 12009  
Napier 4144  
Phone: +64 6 280 5466  
Mobile: +64 21440 726  
Email: hamish@hawkesbaytourism.co.nz

- 24.2 Delivery may be effected by hand, or by post with postage prepaid, or by facsimile, or (subject to the limitation below) by email. A notice or other communication will be deemed to have been received:
- 24.3 in the case of hand delivery, at the time of actual delivery to HBTL's address;
- 24.4 in the case of delivery by pre-paid post, on the 2nd Working Day after posting;

- 24.5 in the case of delivery by facsimile, at the time of transmission specified in a transmission report from the sending machine which indicates that the facsimile was sent in its entirety to the facsimile number of HBTL; and
- 24.6 in the case of delivery by email, the earlier of:
- 24.7 the sender's receipt of confirmation of successful delivery; or
- 24.8 one Working Day after dispatch (being when the relevant email first leaves the sender's network for delivery to HBTL's address), provided the sender does not receive any indication of the failure of, or delay in, delivery within one day after dispatch.
- 24.9 However, if a notice or other communication is received or deemed to have been received after 5 pm on a Working Day, or on a day which is not a Working Day, it will be deemed not to have been received until the next Working Day.

## **25. AUDIT**

- 25.1 The parties acknowledge that HBTL may be subject to the audit requirements under the Public Audit Act 2001 and that if required to do so the audit of HBTL's financial statements will be conducted at HBTL's expense by Audit New Zealand.
- 25.2 Notwithstanding clause 25.1, at any time during the term of this Agreement, the Funding Councils (or its agents, employees or contractors) may conduct an audit or audits of HBTL's progress, made towards achieving Objectives and HBTL's performance under this Agreement, including achievement of Outcomes. HBTL will, at their expense, allow access to appropriate staff to assist the Funding Councils in conducting such audit(s). the Funding Councils, will pay all other costs associated with the audit.
- 25.3 At least twenty (20) working days prior to commencing an audit under Clause 25.2, the Funding Councils will notify HBTL in writing of its intention to conduct an audit and of the intended scope and timing of the audit.
- 25.4 Where an audit conducted under Clause 25.2 identifies any material non-compliance with the terms of the Agreement, the Funding Councils may require an additional audit or audits to be carried out at HBTL's expense (such expenses including the Funding Councils personnel costs at external charge-out rates). HBTL will, at their expense, allow access to appropriate staff to assist the Funding Councils (including its officers, employees and agents) in any such audit. the Funding Councils will pay all other costs associated with the audit.
- 25.5 the Funding Councils will advise HBTL in writing of the scope and timing of any additional audit or audits required under this Clause.
- 25.6 the Funding Councils will promptly notify HBTL in writing of the results of any audit conducted under this Clause. Where any deficiencies are identified in such an audit, HBTL will immediately take steps to remedy such deficiency. If the deficiency is not rectified, or cannot be rectified, the Funding Councils may elect to terminate this Agreement under clause 20.1.
- 25.7 This Clause shall survive the expiry or termination of this Agreement by two (2) years.

## **26. WAIVER**

- 26.1 No waiver of any rights or benefits arising under an Agreement is effective unless it is in writing and signed by the Party waiving. A waiver of a breach does not prejudice the waiving Party's rights in respect of any other breach. No delay, failure or forbearance by the Funding Councils to exercise (in whole or in part) any right, power or remedy under any Agreement shall operate as a waiver.

## **27. FORCE MAJEURE**

- 27.1 Neither Party will be liable for failure to fulfil its obligations under this Agreement if its performance is, in the reasonable opinion of the Funding Councils, prevented due to a force majeure event, including an act of God, third party industrial action, riots, war, terrorism, epidemics, change in Government policy, change in appropriation by Parliament, fire, communication line failures, power failures, earthquakes or other disasters (Force Majeure Event).

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- 27.2 The exclusion of liability in this Clause does not extend to strikes, lockouts or any other form of labour dispute or any other form of delay caused by contractual or labour relations between either Party and any of its employees, agents, sub- contractors or suppliers.
- 27.3 The Party seeking to exclude liability under this Clause will:
- 27.4 within three (3) Working Days after the event causing the failure to fulfil its obligations, give written notice to the other Party of the reasons for its failure and the effects of such failure; and
- 27.5 use all reasonable endeavours to avoid or remove the cause and perform its obligations under the Agreements.
- 27.6 Where a situation of a kind referred to in this Clause continues for more than five (5) Working Days, the Funding Councils, in its sole discretion, may terminate any Agreement.

## **28. COMPLIANCE WITH LAWS**

- 28.1 HBTL will ensure that in performing their obligations under this Agreement they will comply with all relevant laws, codes and standards of New Zealand and any other relevant jurisdiction.
- 28.2 HBTL is responsible for ensuring that every necessary and prudent authorisation (including consents, permits and licences) is obtained to allow HBTL to perform their obligations under this Agreement.

## **29. CONTRACTS (PRIVITY) ACT**

- 29.1 Except as expressly provided in this Agreement, this Agreement will not and is not intended to confer any benefit on or create any obligation enforceable at the suit of any person not a party to this Agreement.

## **30. JURISDICTION**

- 30.1 This Agreement is governed by and will be construed in accordance with the laws of New Zealand. Both Parties submit to the exclusive jurisdiction of the New Zealand courts.

## **31. ENTIRE AGREEMENT**

- 31.1 This Agreement constitutes the entire agreement between the Parties in relation to the subject matter of this Agreement. It replaces all earlier negotiations, representations, warranties, understandings and agreements, whether oral or written, between the parties relating to the subject matter of this Agreement.

## **32. SEVERABILITY**

- 32.1 If any part of this Agreement is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination will not impair the enforceability of the remaining parts of this Agreement.

## **33. TAXES**

- 33.1 Unless otherwise agreed by the Parties in writing, all taxes, duties and levies assessed or levied on HBTL in relation to this Agreement or funding arrangement or the Programme shall be borne entirely by HBTL.

## **34. NO AGENCY RELATIONSHIP**

- 34.1 Neither Party is a partner, agent, or employee of the other.

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35. EXECUTION

This Agreement may be signed in counterparts, including digital copies.

SIGNED for and on behalf of

**HAWKE'S BAY TOURISM LIMITED**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**HASTINGS DISTRICT COUNCIL**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**NAPIER CITY COUNCIL**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CENTRAL HAWKE'S BAY DISTRICT COUNCIL**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



SCHEDULE OF FEES AND CHARGES – SET UNDER THE RESOURCE MANAGEMENT ACT 1991

Planning

All fees and charges are inclusive of GST (except as noted \*).

	Current Fee	Fee 25/26
Planning		
Lodgement fee (unless otherwise stated) Current incl GST		
A lodgement fee shall be payable at the time of lodging, Resource Consent and Certificates of Acceptance, or other applications as listed in the following tables for Planning fees and charges:		
For applications and other approvals under the Resource Management Act 1991 the following lodgement fees represent a fixed charge in terms of Section 36(1) of the Resource Management Act 1991.		
All lodgement fees unless otherwise stated shall be subject to standard Clause 10 (Hourly Charges) where the costs exceed the lodgement fee		
A vehicle rate of \$1.04/km (including GST) return journey or portion thereof will be charged for all necessary inspections or site visits.		
In respect of any charges under the Resource Management Act 1991, hourly rates, vehicle rates and payment of balance/refund and penalties set out in this schedule shall be applicable to any additional charge payable in terms of Section 36(5) of the Act, where the actual and reasonable costs incurred exceed the fixed charge paid.		
Provided that for resource consents, private plan changes and any other application requiring notification, advertising, photocopying and postage costs incurred in public notification, agenda preparation and agenda distribution shall be charged at cost as disbursements.		
Where inspections or site visits are necessary in addition to the normal requirements, these will be charged at the applicable hourly rate. Any costs incurred through the engagement of external expertise will be charged to the applicant at cost.		
Resource Consents - Land Use		
Controlled Activity	\$1,500.00	\$1,600.00
Restricted Discretionary Activity	\$1,800.00	\$2,000.00



	<b>Current Fee</b>	<b>Fee 25/26</b>
Discretionary Activity	\$2,200.00	\$2,500.00
Non Complying Activity	\$2,500.00	\$2,700.00
Permitted Boundary Activity	\$700.00	\$750.00
<b>Resource Consents and Designation</b>		
Fully Notified	\$20,000.00	\$20,000.00
Limited Notified	\$10,000.00	\$10,000.00
Hearing only	\$4,000.00	\$5,000.00
Alteration of Designation/Variation of Conditions	\$2,200.00	\$2,500.00
Resource Consent Extension of Lapse Date (s.125)	\$2,000.00	\$2,500.00
Resource Management Act Certificate of Compliance, Existing Use Right Certificate and Overseas Investment Certificate	\$1,200.00	\$1,200.00
Outline Plan Processing	\$1,500.00	\$1,600.00
Outline Plan Waiver	\$600.00	\$700.00
Pre-application Meeting	\$500.00	\$500.00
<b>Resource Consents - Subdivisions</b>		
Freehold and Leasehold	\$2,200.00	\$2,500.00
Amendment to Existing Leasehold Titles	\$1,500.00	\$1,500.00
Right of Way Survey Plans	\$1,200.00	\$1,500.00
Consent Notice (section 221 of RMA)(per document)	\$220.00	\$230.00
Section 223 Certification only	Hourly Rates	Hourly Rates
Section 224 Certification (this will also apply when 223 and 224 certification are applied for together)	Hourly Rates	Hourly Rates
Engineer Check for Section 224	Hourly Rates	Hourly Rates
Resource Management Act Section 226 Certificate	\$1,500.00	\$1,600.00
Certificate of Transfer and other legal documents	\$360.00	\$400.00
Hearings and associated Site Visit and Deliberations (both HDC Hearings Committee and HDC Hearings Commissioner(s) Hearings). The fee is per hour	\$400.00	\$450.00
Objections under Section 357–357B of the RMA (Lodgement Fee)	\$1,200.00	\$1,200.00
Bond Administration Fee	\$1,700.00	\$1,800.00
<b>Resource Consents - Policy</b>		
Private Plan Change	\$48,000.00	\$50,000.00

	<b>Current Fee</b>	<b>Fee 25/26</b>
<b>Resource Consents -Monitoring</b>		
Hastings (ie sites located within a 3km radius of the HDC Administration Building, Lyndon Road East, Hastings	Deposit of \$250.00	Deposit of \$280.00
Havelock North (ie sites located within a 3-20km radius of the HDC Administration Building, Lyndon Road East, Hastings	Deposit of \$280.00	Deposit of \$300.00
Rural (ie sites located beyond a 20km radius of the HDC Administration Building, Lyndon Road East, Hastings	Deposit of \$300.00	Deposit of \$320.00
Monitoring fee for Permitted Activity Relocated Buildings	\$750.00	\$750.00
<b>Gambling Act 2003</b>		
Class 4 Gambling Venue Consent	\$2,160.00	\$2,400.00
<b>District Plan</b>		
Reserves, Facilities, Roading and Development Contributions	DC Policy	DC Policy
<b>Hourly Rates (per hour)</b>		
Team Leader Environmental Planning	\$250.00	\$250.00
Senior Environmental Planner	\$230.00	\$230.00
Environmental Planning Officer	\$210.00	\$210.00
Monitoring Officer	\$240.00	\$240.00
EP (Grad)	\$200.00	\$200.00
Environmental Planning Assistant	\$180.00	\$180.00

**SCHEDULE OF FEES AND CHARGES – SET UNDER THE FOOD ACT 2014**

	Current Fee	Fee 2025/26
<b>Licence Fees</b>		
<i>For all new Environmental Health applications, a Document Management fee of \$40 applies</i>		
<b>Food Premises / Food Control Plans Fees under the Food Act 2014</b>		Fixed fee plus any additional hours taken
New Template Food Control Plan Registration	\$280.00 + \$188.00/hr	\$287.00 + \$195.00/hr
Renewal of Template Food Control Plan Registration	\$126.00 + \$188.00/hr	\$129.00 + \$195.00/hr
Renewal of Template Food Control Plan Registration (multi-site)	\$126.00 + \$58.00 per additional site	\$129.00 + \$59.00 per additional site
Amendment of Food Control Plan Registration	\$179.00 + \$188.00/hr	\$183.00 + \$195.00/hr
New National Programme Registration	\$170.00 + \$188.00/hr	\$174.00 + \$195.00/hr
Renewal of National Programme Registration	\$126.00 + \$188.00/hr	\$129.00 + \$195.00/hr
Renewal of National Programme Registration (multi site)	\$126.00 + \$58.00 per additional site	\$129.00 + \$59.00 per additional site
Amendment of National Programme Registration	\$126.00 + \$188.00/hr	\$129.00 + \$195.00/hr
<b>Verification</b>		Fixed fee plus any additional hours taken
Verification of a Food Control Plan	\$595.00 + \$188.00/hr	\$610.00 + \$195.00/hr
Verification of a National Programme	\$525.00 + \$188.00/hr	\$538.00 + \$195.00/hr
Mobile shop or a less complex set up	\$444.00 + \$188.00/hr	\$455.00 + \$195.00/hr
Follow up - Verification issues	\$188.00/hr	\$195.00/hr
<b>Compliance</b>		Fixed fee plus any additional hours taken
Issue of Improvement Notice, including development of the notice	\$188.00 + \$188.00/hr	\$193.00 + \$195.00/hr
Application for the review of an improvement notice	\$188.00 + \$188.00/hr	\$193.00 + \$195.00/hr
Monitoring for food safety and suitability	\$188.00/hr	\$195.00/hr
<b>Monitoring for food safety and suitability</b>		
All other costs recoverable activities under the Act	\$188.00/hr	\$195.00/hr
Vehicle rate	\$0.95	\$1.04






HDC - RMA and Food Act fees and charges

COMPLETE

#1

CREATED

IP ADDRESS

PUBLIC  
May 16th 2025, 11:54:21 am



\* Name

Angela McFlynn

\* Address

\* Phone number

0225687750

\* Email

angela@mcflynnsurveying.co.nz

\* Please indicate whether or not you wish to speak to your submission at a Council Meeting set down for hearing submissions on 10 June 2025.

No

What are the main topics in your submission?

\*Review of Delegated Decisions (Lodgement Fee)

Please tell us your views here

A fee for the "Review of Delegated Decisions" is not a legitimate charge that is able to be included in the schedule of fees and charges by the Council, for several reasons:

1. There is no function under the RMA 1991 for the 'review of Delegated Decisions'.
2. Schedule 36(1) of the RMA prescribes those functions that Council may fix charges in relation to. This does not include the 'review of delegated decisions' (primarily because this is not a function provided for under the RMA 1991).

The charge is currently used by Council staff for improper purpose in relation to requiring the payment of a fee in association with the lodgement of objections to council decisions, which is a function under the RMA 1991, but is not a function in relation to which Council is able to prescribe a fee under S36(1) - with the single exception of those instances where the person making the objection requests that the objection be considered by a hearings commissioner (specifically provided for under S36(1)(af)).

I request that this charge be removed from the schedule of fees and charges, or if it is the view of Council that there is a legitimate function under the RMA 1991 that is the 'review of delegated decisions' (which is not an objection to a decision), and that function is one for which s36(1) does provide for the fixing of a charge, that the relevant section of the RMA under which that function is carried out be included within the name of the charge.