

Date: Tuesday 14 April 2026
Time: 2.00pm
Meeting Room: Sports House Boardroom
Venue: Saxton Field

Joint Saxton Field Committee

Komiti Whenua Saxton

MINUTES ATTACHMENTS

ITEM	PAGE
RJSFC26-04-2 Grants for Sports and the Renewal of the Memorandum of Understanding	
Attachment 1 Stephen Fitchett on behalf of Saxton Field Sport Stadium Society Inc. Speaker Notes	2

PUBLIC FORUM: Council provides the opportunity for public forum input at its ordinary meetings. The views and opinions expressed in public forum do not necessarily reflect the position of the Tasman District Council, Council officers or elected members

1

Good afternoon. Thank you for the opportunity to present.

Intro: Ani Waitai [NB] Josh Ovsenek [VB] Sam Berkett [BB], I rep the Society

As you will have seen in the email I sent councillors I am here to represent the sports that built Saxton Stadium – Netball, Basketball, Volleyball and Table Tennis operating as an Incorporated Society.

An MOU between Nelson CC and the Society defines these sports as the 'Users' and that is the term I will use in this presentation and used in the submission I sent you.

There are only four 'user' sports. No other sports were prepared to be involved.

Today's submission involves only 3 of the 4 'user' sports – the ones using the main stadium.

Table Tennis has their own arrangement with the CC.

The need for the Stadium arose because the Trafalgar Centre the main venue in the early 2000s was over committed and the sports were being bumped out every 2 – 3 weeks.

The Stadium project was undertaken by the Society. The 'user' sports contributed a good deal of their money and fundraised the balance of \$2m that was required before the project was given the go ahead. On top of this \$2m that the 'users' had to find, Netball had to give up their 33.3% ownership of the Pavilion.

Tasman DC and Nelson CC paid the \$7.1m balance, but, after setting the parameters, only had a 'watching' brief on the project. The CC was the 'contact' or lead council throughout the project.

The sports planned, designed, built and owned the Stadium. A couple of years later the Society gifted the stadium to the CC.

From the beginning of the project it was clearly understood by the CC and the Society, that the Society was building a stadium primarily for

their own use and that the CC as operators would give the 'users' a discounted hire rate in return for their efforts.

When the project was completed the CC negotiated with the Society and granted two permanent benefits to the 'user' sports. The paperwork shows:

- A booking priority was put in place 9 Sept 2009 and included in the first Management Contract. Later this was set out in the 2015-2025 MOU between the CC and the Society
- A discounted and off-peak hire rate was put in place on 15 Feb 2010.

Both benefits continued undisturbed until:

- June 30 2022 when the CC stopped the discounted rate
- On 26 July 2024 when the CC signed the 2024 Management Contract the 'users' lost their booking priority.

I should point out here that the MOU was still in place when the CC stopped the 'user' booking priority included in the MOU.

The MOU required the CC to 'consult' with the 'users' when any issue arose at Saxton Stadium.

There was no consultation before the two benefits were stopped [in fact there was not even any notification]

The CC has failed to provide any authorisation for these actions in response to a LGOIMA request.

The CC does not dispute the booking priority exists, and claims they have included it in the 2024 Management Contract.

- The 'users' and their professional advisors cannot find it there.

The 'users' suspect the writers of the 2024 Management Contract did not read the MOU and did not understand who the 'user' sports with the booking priority were.

The CC seems to believe “*resident sporting codes*”, the codes given first priority in the Management Contract are the same as the ‘user’ codes. They are not the same.

Regarding the discounted and off-peak hire rates the CC claimed in December 2025 that they cannot find “*any formally agreed discount*” and therefore, by implication, no discount existed.

The documented evidence shows this to be incorrect:

- A CC letter dated 15 Feb 2010 established the discount
This letter shows that following negotiations the CC had made a decision to grant the discount
- The CC charging records from 2010 – 2025 show the discounted hire rate continued every year until 30 June 2022 when the CC decided to stop it. That is 12.5 years!
- The records also show the discounted rate increased as the advertised full rate increased
- Mr Brent Maru Deputy Mayor Tasman DC and previously Sport Tasman’s General Manager Facilities who held the management contract from 2009-2024 has confirmed a discounted hire rate was in place from 2010
- A copy of the draft User Agreement for 2011 shows the discounted hire rate continuing
- A letter to Nelson Basketball from Mr Alec Louverdis CC Group Manager Infrastructure at the time and dated October 2014 shows the discounted hire rate being increased for 2015 but remaining at a lower rate than the advertised full hire rate.
- Mr Chris Fitchett the CC Director of Finance/CFO from 1990-2011 - throughout the whole Saxton project - has confirmed a permanent discounted hire rate was granted.

He also states that a discounted hire rate could not be charged without the correct CC authorisation paperwork

- In responses to LGOIMA requests and other communications the CC has shown and admitted it struggles to find the Saxton Stadium records.

How much evidence does the CC need that there was a permanent discounted hire rate granted?

The 2015-2025 MOU has now lapsed as CC has not carried through on a promised review in 2025.

The MOU is closely tied to the 'user' booking priority.

The MOU is very important to the 'user' sports as it is the only place the 'user' booking priority is recorded.

Finding the old records and obtaining key information from the CC has taken nearly 18 months, but everything I have said here is supported by hardcopy documentation.

The 'users' have tried to discuss these issues with the CC but the CC has refused to meet and/or communicate with the 'users' and has told us we have to take the matter to this committee today. That is why we are here.

The 'users' are happy to meet and discuss these issues anytime.

Finally:

I am a great believer that history should be recognised and not ignored or discarded.

The 'users' ask that the permanent benefits granted by the CC in 2009 and 2010 in recognition of their efforts building Saxton Stadium, be reinstated

and that the MOU be renewed and include the terms of the 2015-2025 MOU.