

**Draft Cover Page**

**Memorandum of Understanding  
Between  
Gisborne District Council  
And  
Reynolds Hall Trust**

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## Definitions

Name	Description
The Parties	Gisborne District Council and the Reynolds Hall Trust
The Council	Gisborne District Council
The Trust	Reynolds Hall Trust
Reynolds Hall	9 and 11 Monkhouse Street, Tolaga Bay, Gisborne
Facility	Hall and surrounding land

## 1 PURPOSE

The purpose of this document is to provide the basis for a positive working relationship between the Council and the Trust for the strategic direction and on-going support required by the Reynolds Hall Trust for facility known as Reynolds Hall (as shaded red on attached Plan as Appendix 1).

## 2 BACKGROUND

- 2.1 The Trust owns and administers Reynolds Hall. However, the Trust Deed requires the ownership of the Land and buildings to be passed to the local authority.
- 2.2 The Gisborne District Council is not currently able to assume ownership of the Reynolds Hall Trust assets but is able to provide assistance with management and funding advice.
- 2.3 The Gisborne District Council recognises the need for local community facilities to remain functional in those communities.
- 2.4 This Memorandum of Understanding (MOU) formalises the working relationship between the parties and sets out their respective responsibilities.
- 2.5 This MOU will be the umbrella document that connects all other collaborative agreements that are or will be put in place, including an agreements for specific services or funding.
- 2.6 The parties aim to enhance the Hall facility through mutual co-operation.

## 3 GOALS and PRINCIPLES

- 3.1 The Parties record their intention and commitment to establish a positive relationship exercising good faith, cooperation and responsiveness in working together. The Parties agree to direct the positive working relationship towards the future improvements of the Reynolds Hall. The following principles will guide how the Parties conduct themselves. The Parties will:
  - Treat each other with mutual respect in all meetings, dealings and encounters regardless of the purpose.
  - Act in good faith.
  - Demonstrate trust in each other through communicating openly and honestly.
  - Demonstrate a commitment to working towards the agreed purpose.

- Work cooperatively on common issues to achieve the purposes listed above, while recognising and respecting each other's needs and the need to operate independently to achieve some specific outcomes and timings.
- Share information openly, in response to specific queries and proactively.

3.2 This MOU is not intended to be legally binding between the parties.

3.3 This MOU is not intended to act as an agreement for the purposes of funding. There is still an expectation that the Trust, with the guidance and advice of the Council, will apply for any grants or funding they see fit.

3.4 Any statements of intent by or obligations on the Parties in this MOU are subject to the discretion and obligations of the Parties to act as necessary to perform their legal functions or obligations and to exercise any statutory powers.

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## **4 RESPONSIBILITIES OF THE PARTIES**

### **4.1 General**

The Parties agree:

- a. The Reynolds Hall trust is the building owner and landowner.
- b. The Council's role is to provide advice and support on a day-to-day basis in line with other privately owned Community Facilities.
- c. The Parties will meet on an annual basis to discuss current needs and Council's ability to contribute to those. This will depend each year on budgets.

### **4.2 Responsibilities of the Council**

The Council agrees to support the development of Reynolds Hall by:

- a. Providing Officer support to the Reynolds Hall for the purposes of the following:
  - Asset Management advice and support
  - Project Management advice and support
  - Funding advice
  - General management and technical knowledge

### **4.3 Responsibilities of the Reynolds Hall Trust**

The Reynolds Hall Trust agrees to:

- a. Actively consult with the Council officers on any major hall developments of Reynolds Hall and activities that may affect on-going support that the council provides.
- b. Ensure that all relevant applications for funding are managed through the appropriate channels to ensure that funding is secured.

## **5 RELATIONSHIP MANAGEMENT**

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### **5.1 Consultation**

The Parties will consult whenever it may be appropriate; concerning the matters covered by this MOU and use their best endeavours to ensure that both Parties are well informed about the activities of the other.

### **5.2 Dispute Resolution Process**

If any issue or dispute arises between the partners concerning the matters covered by this Memorandum, the Parties will use their best endeavours to resolve the dispute promptly.

### **5.3 Statutory Requirements**

This MOU shall be governed by and construed in accordance with New Zealand Law

## **6 PERIOD OF AGREEMENT and MODIFICATION/TERMINATION**

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### **6.1 Effectiveness of MOU**

This MOU will become effective and commence on the date of signatures of both Parties.

### **6.2 Modification**

This MOU is freely entered into by both Parties in a spirit of goodwill and in accordance with the goals and principles set in Part Three of this MOU. The Parties recognise the benefits to themselves, to the community and the District's environment.

The MOU is a statement of intention and is intended to form the basis of a meaningful relationship for the purposes of the Reynolds Hall.

It may be amended or expanded by written agreement of the Parties.

### **6.3 Termination**

Either part may terminate this MOU by giving at least three months' notice in writing to the other party at any time.

### **6.4 Review**

This MOU will be reviewed within 12 months of its effective start date.

SIGNED by Nedine Thatcher Swann

As Chief Executive  
of GISBORNE DISTRICT COUNCIL

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

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

SIGNED by

as Chair  
of the Reynolds Hall Trust

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

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

DRAFT



**Appendix 1: Reynolds Hall**

