

SPORT NEW ZEALAND GOVERNANCE EVALUATION SYSTEM

Terms and Conditions

Background

- A. Sport New Zealand (SNZ) aims to improve governance in the sport and recreation sector. This online evaluation system is one of a number of resources made available to the sector to assist with governance development.
- B. SNZ has obtained a licence from the Executive Coaching Centre Ltd (ECCL) to use, and provide sporting organisations with access to, an online director evaluation service customised at SNZ's request and known as the SNZ Governance Evaluation System (GES). ECCL own the system.
- C. The role of ECCL and its contractors is to:
 - a. deliver the GES with all reasonable care and skill;
 - b. use reasonable endeavours to provide access to the GES 24 hours a day, seven days a week; and
 - c. take all reasonable care to ensure that the GES is reliable and that any faults in the GES which are within their control are fixed as soon as is practicable.
- D. SNZ's role is to:
 - a. maintain a relationship with ECCL so that the GES can be provided free of charge during the term of the Licence Agreement to SNZ's authorised users;
 - b. enable specific sport and recreation organisations to access the GES through a system of authorisation and use of a confidential password;
 - c. monitor the performance of ECCL and of the GES; and
 - d. work with organisations to maximise the benefit of using the GES system.
- E. The GES system works as follows:
 - a. SNZ promotes the use of the system to sector organisations;
 - b. the organisation nominates an evaluation administrator;
 - c. the administrator accesses the system through a link on the SNZ website;
 - d. the administrator and nominated respondents input various information directly to the GES to enable the GES to operate to produce an evaluation;
 - e. the GES produces the evaluation and distributes it to pre-determined recipients depending on the assessment module being used,
 - f. SNZ does not receive a copy of any of the information inputted to the GES or the assessment unless the organisation chooses to provide this to SNZ, or unless and to the extent that the organisation enters into a letter of engagement with SNZ in relation to SNZ's governance mark process

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Against that background, the following terms and conditions apply to usage of the GES by authorised users and by their duly authorised personnel (e.g. staff, directors, trustees as appropriate etc.) (collectively referred to in these terms and conditions as "you" and "your").

Authorised users are defined as not for profit sport and recreation organisations in New Zealand and such other not for profit or government agencies that SNZ may decide from time to time can have access to the GES.

A. Obligations and Acknowledgements of Authorised Users

- 1. Access to GES is at the discretion of SNZ and it is a condition of such access that you comply with these terms and conditions.
- 2. Access to GES may be suspended or cancelled by SNZ and ECCL in the event of any non-compliance by you with the requirements of these terms and conditions. In the case of an

emergency, users may be excluded by SNZ or ECCL for such period as is required to address the emergency.

3. You must ensure that your user names and passwords are kept secure and protected at all times and that only your authorised personnel have access to the GES.
4. SNZ is merely the licensee of the GES which has been customised at SNZ's request for use by sport and recreation sector organisations and that the GES is operated by ECCL and not by SNZ. SNZ does not hold any information inputted into or generated using the GES unless and to the extent SNZ has entered into a letter of engagement with the organisation in respect of the governance mark process.
5. As the GES is operated by ECCL and access is simply facilitated by SNZ, neither SNZ nor ECCL gives any warranty as to the applicability, efficacy or appropriateness of the GES to individual sport and recreation sector users.
6. All information that you supply in respect of the GES is supplied directly to ECCL for the sole purpose of the operation of the GES.
7. You will ensure that any information inputted by you will be accurate to the best of your knowledge.
8. ECCL obtains a licence to use all the GES reports, written advice and any other deliverables in relation to the GES but only for internal operational purposes as may be agreed by SNZ such as but not limited to the improvements of the GES.
9. You agree to the collection of personal information by ECCL (such as the individual ratings made by one director, trustee or committee member of another such person) in the operation of the GES and the holding of information by ECCL comprising a record of your use of the GES system, the information that you have supplied, the result of the GES (including any evaluation reports) and you agree that such information is collected directly from you and held by ECCL for the following purposes:
 - a. operating the GES service;
 - b. supplying aggregate information regarding the use of the GES to SNZ

The information relating to individual ratings made by one person of another inputted to the GES shall remain confidential along with all individual comments and will not be available to SNZ and neither SNZ or ECCL will release these individual ratings or comments.

10. Collection and storage of information will be in accordance with the requirements of the Privacy Act 1993. At any time, you may request a copy of the personal information that is held and you may make corrections to it at any time.

B. Obligations and Acknowledgements of SNZ

1. SNZ, in its Licence Agreement with ECCL to enable access by you to the GES:
 - a. has ensured and will continue to ensure that there are appropriate conditions of privacy and confidentiality in respect of all information supplied by you in relation to the operation and use of the GES;
 - b. has appropriate conditions which will be maintained as to the efficient operation of the system and processing of evaluations;
 - c. will monitor the performance of ECCL and will periodically review the ECCL performance in the operation of the GES.
2. SNZ will listen to any issues concerning the GES that you may raise at any time with SNZ and SNZ will address them as appropriate with ECCL.

C. Other Provisions

1. These terms and conditions may be varied by SNZ or by ECCL if so agreed by SNZ. SNZ may seek consultation with various sport and recreation sector organisations prior to making any changes to these terms and conditions. Any changes take effect upon notification to you.
2. The contact persons at SNZ or at ECCL in relation to the GES system is/are:
 1. SNZ: John Page - john.page@sportnz.org.nz
 2. ECCL: Iain McCormick - iain@directorevaluation.com

3. If any of these terms and conditions are held to be invalid, illegal or unenforceable, then such provision will be severed and the remaining terms and conditions will apply.
4. The governing law in respect of these terms and conditions shall be that of New Zealand.
5. By accessing the GES, you accept these terms and conditions.

These terms and conditions last updated on 1 December 2016.