



## **SATELLITE POLICY**

**Version 1.0**

## 1.0 Satellite description

A satellite entity is deemed as either directly or indirectly affiliated to GymSports New Zealand (*GymSports New Zealand trading as Gymnastics New Zealand*). Gymnastics New Zealand (Gymnastics NZ) recognises two satellite structures.

1. Satellite Venue.
2. Satellite Club.

## 2.0 Purpose

To provide options for Organisations or Groups wishing to deliver gymnastic sports programmes and seek the benefits of affiliation as members of Gymnastics NZ, or for current members that wish to extend their delivery into new markets.

## 3.0 Application of this policy

1. This policy should be read in conjunction with the Gymnastics New Zealand Constitution and General Regulation.
2. The Gymnastics NZ Board will have the final decision on the structure and term of the satellite.

## 4.0 Satellite options

1. Satellite Club – For a club that does not have the capacity to affiliate directly to Gymnastics NZ. There are two types of Satellite Clubs recognised by Gymnastics NZ;
  - A **temporary arrangement** while a Satellite Club develops its operations and capability before affiliating directly to Gymnastics NZ.
  - A **long term arrangement** for a small club that is unlikely to grow significantly or may not ever have sufficient capability to operate as a direct affiliate of Gymnastics NZ.
2. Satellite Venue – For an existing Gymnastics NZ affiliated club who wish to expand their classes or increase their reach into an area not currently serviced.

## 5.0 Roles and Responsibilities of Parties – Satellite Club Structure

### 5.1 Host Club

The Host Club is the legal entity directly affiliated to Gymnastics NZ and must;

- a. Ensure an Agreement is place before entering in to the relationship, and review, with the Satellite Club, on an annual basis.
- b. Ensure that the Satellite Club adheres to the Gymnastics NZ constitution and all rules and regulations. Any breach of Gymnastics NZ constitution, rules or regulations by the Satellite Club will mean that the Host Club, as the Gymnastics NZ member club, is in breach of Gymnastics NZ constitution/rules/regulations. This could result in the imposing of sanctions on the Host Club if action is not taken to address the breach.
- c. **Governance:**
  - a. Ensure that the Satellite Club is informed of any decisions made by the Host Club Board/Committee that would have an impact on them.
  - b. Invite the Satellite Club to their AGM.
  - c. Ensure that the Satellite Club adheres to any legal or statutory requirements imposed on it as the Host Club e.g. the incorporated societies act.

- d. **Data:** Submit all membership information of the Satellite Club to Gymnastics NZ, via the online data management system, as per the Gymnastics NZ Membership and Membership Data Regulations.
- e. **Financial:**
  - a. Put in place an agreement with the Satellite Club which outlines the responsibilities of each party including;
    - i. Expectations of any administrative fees from the Satellite Club to the Host Club.
    - ii. Process and details of payment deadlines for each term.
    - iii. The process for dealing with invoice payments and any late fee penalties.
    - iv. Process of how Gymnastics NZ education courses and workshops will be paid for.
    - v. Process of paying for Gymnastics NZ product orders.
  - b. Pay affiliation fees per member, per term, plus technical memberships in accordance with the Gymnastics NZ Membership Regulation. The Host Club will be liable for any fees or costs owing to Gymnastics NZ.
  - c. Decide and agree terms in regards to asset and equipment procurement.
- f. **Communication:**
  - a. Disseminate all general communication that comes from Gymnastics NZ to the Satellite Club in an agreed timely manner.
  - b. Share any relevant information from the Satellite Club to Gymnastics NZ in an agreed timely manner.
  - c. Inform the Satellite Club of any changes to the agreement between parties in an agreed timely manner.
- g. **Access to Gymnastics NZ products and services:**
  - a. Register eligible coaches and judges from the Satellite Club on to Gymnastics NZ courses through the Gymnastics NZ Club Portal.
  - b. Place any Product Orders on behalf of the Satellite Club through the Gymnastics NZ Club Portal.
- h. It is the Host club's responsibility to inform Gymnastics NZ should the Satellite Club no longer exist. This should be done within 30 days.
- i. Any complaints which arise between the Host Club and Satellite Club need to be resolved through the processes and procedures identified in the Agreement.
- j. Ensure the Satellite Club complies as per the requirements at 5.2 of this policy.

## 5.2 Satellite Club

The Satellite Club must;

- a. Ensure an Agreement is place before entering in to the relationship and review, with the Host Club, on an annual basis.
- b. Adhere to the Gymnastics NZ constitution and all rules and regulations in accordance with point 5.1 b. of this policy.
- c. **Governance:** Adhere to the terms of the Agreement.

- d. **Data:** Provide accurate membership and participation data to the Host Club at an agreed time to ensure the Host Club meets its obligations to Gymnastics NZ in accordance with point 5.1 d. All members and participants carrying out gymnastic sports activity should be declared as per the Gymnastics NZ constitution, rules and regulations.
- e. **Financial:** Adhere to the terms of the Agreement in accordance with point 5.1 e. of this policy. The Satellite Club cannot order products or receive services directly from Gymnastics NZ.
- f. **Communication:**
  - a. Communicating any changes that may impact on the Agreement to the Host Club in an agreed timely manner.
  - b. Act upon any relevant communication from Gymnastics NZ through the Host Club.
  - c. Communication to Gymnastics NZ must be channelled through the Host Club.
- g. **Competitions and Competing:**
  - a. Athletes from the Satellite Club will compete under the name of the Host Club.
  - b. Satellite Clubs are able to use their own colours and uniform subject to approval from the Regional Relationship Manager (RRM). The RRM will ensure the colours and uniform are suitably different to other organisations in their region, and will undertake necessary consultation where required.
  - c. Satellite Clubs can take on the colours and uniform of their Host Club.
  - d. Satellite Clubs are not eligible to host Gymnastics NZ Endorsed events unless there is a need determined by Gymnastics NZ. This decision will be made solely at the discretion of Gymnastics NZ.
- h. **Voting and Committees:** The Satellite Club is not entitled to vote at the Gymnastics NZ Annual General Meeting.
- i. Any complaints which arise between the Satellite Club and Host Club need to be resolved through the processes and procedures identified in the Agreement between the two entities.

**5.3. Gymnastics NZ:** The Host Club will take on full responsibility for, and lead all communication with the Satellite Club unless under the following circumstances;

- a. An unresolved complaint following the processes and procedures in the Agreement.
- b. An identified breach of the Gymnastics NZ Constitution, rules and regulations of either party.
- c. A third party complaint is received by Gymnastics NZ regarding the Host Club and Satellite Club in relation to a breach of Gymnastics NZ Constitution, rules and regulations.

## **6.0 Roles and Responsibilities of Parties – Satellite Venue**

### **6.1 Host Club:**

- a. The Host Club must submit its intention, in writing, for authorisation to open a Satellite Venue. The submission must include the following;
  - i. The location of the intended Satellite Venue.
  - ii. The gymnastic sports activity that will be delivered at the Satellite Venue.
  - iii. The operational structure of the Satellite Venue.
- b. The Host Club has full operational control over the Satellite Venue. This includes supplying staff and programmes as an extension of their normal operations.

- c. The Host Club must submit all membership and participation data via the Gymnastics NZ online membership system to Gymnastics NZ as per the Gymnastics NZ Constitution and Regulations.
- d. It is the Host Club's responsibility to inform Gymnastics NZ should the Satellite Venue no longer exist. This should be done within 30 days.

**6.2 Gymnastics NZ:** The same responsibilities apply in accordance with section 5.3. of this policy.

## **7.0 Application process**

**7.1 Satellite Club:** An application should be made via the Gymnastics NZ Regional Relationship Manager, in accordance with section 5. of the Gymnastics NZ General Regulation. In addition to the requirements of the application, the Host Club and Satellite Club Agreement should also be submitted.

**7.2 Satellite Venue:** A submission must be made via the Gymnastics NZ Regional Relationship Manager by the Host Club, in accordance with section 6.1. a. of this policy.

## **8.0 Changes to Policy**

Gymnastics NZ may review this policy as it sees fit. Any altered policy will be distributed in accordance with Gymnastics NZ procedure.