

**Report** 04.124

Date 5 March 2004 File CFO/27/12/2

Committee Policy, Finance and Strategy

Author Greg Schollum, Chief Financial Officer

## Stadium Trust - 2004/05 draft Statement of Intent

## 1. Purpose

To receive the 2004/05 draft Statement of Intent from the Wellington Regional Stadium Trust (refer **Attachment 1**).

## 2. Background

Each year the Stadium Trust provides the 2 settlors (Wellington City Council and Greater Wellington Regional Council) with the opportunity to comment on the draft Business Plan for the Trust.

The Business Plan document, when finalised, is expected to incorporate the attached Statement of Intent, Strategic Plan and financial projections. Although these are all separate reporting requirements within the Funding Deed, the past practice of the Trust has been to combine the information together into one Business Plan document.

I expect this will be the case again in respect of the 2004/05 Business Plan. However, consideration of the draft Statement of Intent at this stage provides an early opportunity for the Council to provide input into the 2004/05 draft Business Plan of the Trust.

#### 3. Comments on the 2004/05 draft Statement of Intent

In my view there are no surprises in the 2004/05 draft Statement of Intent. The key responsibilities of the Trustees as specified in the Trust Deed, are clearly articulated, including to:

- Own, operate and maintain the Stadium as a high quality multi purpose sporting and cultural venue.
- Provide high quality facilities to be used by rugby, cricket and other sports codes, musical, cultural and other users including sponsors, event and fixture organisers and promoters so as to attract to the Stadium high quality and popular events for the benefit of the public of the region.

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• Administer the Trust assets and the Stadium on a prudent commercial basis so that it is a successful, financially autonomous community asset.

## 4. Settlor input into draft Statement of Intent

Although the Statement of Intent is an accountability document of the Stadium Trust and one which is approved by the Trust, the process of approval is much like the Statement of Intent for Council's companies (including CentrePort). As such, it is quite appropriate for the two settlors (GWRC/WCC) to provide comment to the Stadium Trust on the contents of the draft Statement of Intent, prior to its incorporation into the Trust's draft Business Plan. This is now the opportunity for any such comments to be captured.

### 5. Communications

Communication of the draft Statement of Intent is a matter for the Stadium Trust.

#### 6. Recommendations

That the Committee recommend that Council:

- (1) receive the report and note its contents.
- (2) endorse the Stadium draft Statement of Intent for 2004/05.
- (3) instruct the Chief Financial Officer to advise the Stadium Trust of any comments on, or suggested amendments to, the draft Statement of Intent 2004/05 as requested by the Council, to enable the Stadium Trust to present a draft Business Plan in due course.

Report prepared by:

**Grea Schollum** 

Chief Financial Officer

**Attachment 1:** Draft Statement of Intent 2004/05

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# Wellington Regional Stadium Trust Statement of Trustees Intent (draft) For the year ending 30 June 2005

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## Objectives and Nature of Activities to be Undertaken

These are set out in the Strategic Plan, an extract of which is in Appendix 1. This Plan will be reviewed as part of the business planning process for 2004/05.

The Trustees recognise the responsibilities placed on them by the Trust Deed, namely to:

- Own, operate and maintain the Stadium as a high quality multi-purpose sporting and cultural venue.
- Provide high quality facilities to be used by rugby, cricket and other sports codes, musical, cultural and other users including sponsors, event and fixture organisers and promoters so as to attract to the Stadium high quality and popular events for the benefit of the public of the region.
- Administer the Trust assets and the Stadium on a prudent commercial basis so that it is successful, financially autonomous community asset.

The continuing focus is on securing a long-term schedule of regular sporting, non-sporting and community events that complements the programmes provided by rugby and cricket. Management will continue to promote the Stadium to international concert promoters as a preferred New Zealand venue for major touring artists.

Management will focus on improving services to major hirers and patrons to maintain the high level of satisfaction and enjoyment that patrons get out of Stadium events.

The Trust will also be looking to assist in the development of new events that can become **regular** and unique events on the Wellington region's events calendar.

## Thustess approach to governance of the Trust

This responsibility includes such areas of stewardship as the identification and control of the Trust's business risks, the integrity of management information system and reporting to stakeholders. While the Board acknowledges that it is responsible for the overall control framework of the Trust, it recognises that no cost effective internal control system will prevent all errors and irregularities. The system is based on written procedures policies and guidelines, organisational structure that provides an appropriate division of responsibility, sound risk management and the careful selection and training of qualified personnel

The Board has two Standing Committees that focus on specific areas of the Board's responsibilities. These **Committees** are the Finance & **Risk** Committee and the **Audit** Committee. The Board is also represented on the Catering Performance Committee, whose membership includes management from the Trust and the holder of the catering license. It is chaired by an independent chairperson.

Both the Board and the Finance Committee meet on a monthly bask. The Audit Committee meets at least annually, and the Catering Performance Committee meets quarterly.

#### **Ratios**

The ratio of Trust Funds to **Total** Assets is expected to be:

<b>30</b> June 2005	47%
<b>30</b> June 2006	50%
<b>30</b> June 2007	52%

The ratio of total Trust Assets to Trust Liabilities is expected to be:

<b>30</b> June 2005	189%
<b>30</b> June 2006	198%
<b>30</b> June 2007	210%

These expected ratio's will be updated following the completion of the Trust's Business Plan.

Trust Funds are defined **as** the residual interest in the assets of the Trust after the deduction of its liabilities.

**Assets** are defined **as** service potential or future economic benefits controlled **by** the Trust **as** a result of past transactions or other past events.

Liabilities are defined **as** future sacrifices of service potential or of future economic benefits that the Trust is presently olbliged to make to other entities as a result **of** past transactions or other past events.

### **Accounting Policies**

General accounting policies **of** the Trust are set out in Appendix 2. These are consistent with the policies applied in the previous **year**.

#### **Performance Measures**

The **key** parameter indicators **agreed** with the Wellington City Council and Wellington Regional Council are:

- Net surplus (deficit)
- Net cash flow
- Liquidity ratio
- Bank borrowing to total assets
- Capital expenditure
- Events held
- Basin Reserve number and days used

These indicators will be reported by the Trustees in their Six Monthly Report.

#### **Distributions to Settlors**

Section **5 of** the Trust Deed sets out the powers of the Trustees regarding the income of the Trust.

The Trust **is** required to **pay** surplus funds to the Wellington City Council and **Wellington** Regional Council in reduction of their limited recourse loans after meeting costs, liabilities and debt reductions and after allowing for the appropriate capital expenditure and transfers to reserves.

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The Trust does not expect to have **surplus** funds available for repayment in years covered by this Statement **of** Intent.

No other distributions to settlors are intended to be made.

**Half Yearly Reporting** 

The Trustees will present a Half Yearly Report to both Councils, which will include a written report on agreed key performance indicators and financial statements for the period.

Audited financial statements will also be available on completion of the annual audit.

The Trustees will inform the Councils of any significant expected obligations or contingent liabilities to third parties.

## Investments in other organisations

The Trustees currently have no intention **of** subscribing for, purchasing or otherwise acquiring shares in **any** other company or other organisation.

## Compensation from local authority

There are **no** activities **for** which the Trust **seeks** compensation **from** any local authority. **This** assumes that **the Basin Reserve** Trust **is** established with effect **from 1** July **2004.** The Trust **will** provide turf management services to the Basin Reserve Trust under **a** service level agreement which is **still** to be negotiated.

## Trust's estimate of the commercial value of settlors investment in the Trust

Not applicable

## Other matters as set out in the Funding Deed

### Significant Third Party Obligations

There are no significant third party obligations.

#### Relevant Legislation

The Trustees confirm that the Trust will comply with all relevant: legislation affecting the conduct of this business.

#### Matters agreed between Councils and Trustees

**The** Councils have **not:**supplied any additional objectives **or** outcomes they believe **are** desirable **for** the Trust.

For the Trustees Paul Collins chairman

1 March 2004

# APPENDIX 1: FIVE YEAR STRATEGIC PLAN- UPDATED APRIL 2003.

<b>O</b> bjectives	Outcomes
<ul> <li>To operate the best venue in New Zealand as measured by:</li> <li>Patron Satisfaction</li> <li>Match Allocation</li> <li>Attraction of special events</li> <li>Attendance</li> <li>Return tohirers</li> </ul>	<ul> <li>Regular attendance and consistently higher patronage than other NZ venues.</li> <li>Regular surveys conducted of key stakeholders.</li> <li>Comprehensive Asset Management Plan in place to ensure maximum economic value obtained out of the assets and the facility remains the premier New Zealand Stadium.</li> <li>Events are profitable to users to encourage bookings.</li> </ul>
2. To become financially autonomous.	Profitable Stadium able to meet annual loan repayments.
3. To be recognised <b>as</b> a good neighbour by Thorndonand Highland Park residents.	No complaints <b>from</b> residents about management <b>of</b> noise, <b>lights and</b> parking
To increase event programmes by adding regular quality events <i>so</i> that the <b>Stadium</b> become a significant part <b>of</b> the region's entertainment scene.	<ul> <li>Develop a program of regular annual events.</li> <li>To secure the Sevens for a further 3 years.</li> <li>Seek to have a regular programme of events         <ul> <li>40 regular event days within 5 years, including exhibitions.</li> </ul> </li> </ul>
5. To develop and <b>grow</b> the Function Centre business.	Function centre becomes leading venue in Wellington for private functions.
<b>6.</b> To grow non event revenues.	Create separate revenue streams.
7. To be a good employer and provide development opportunities to employees.	Satisfied staff achieving their full potential and enjoying their work.
8. Mairtain the Basin Reserve as an international cricket ground and increase revenue while moving from a principal role to a management role	with Wellington City Council, Cricket
<b>9.</b> Ensure <b>Stadium</b> is provided to community for appropriate usage.	<ul> <li>Community use encouraged for non profit events that do not conflict with Stadium operations.</li> <li>Stadium contractors provide support for selected community events.</li> </ul>
10. <b>To</b> meet the Trust's public accountability requirements.	Fulfil all reporting requirements and keep public of the region informed of objectives and outcomes of operation.

## NATURE AND SCOPE OF ACTIVITES

Objectives	Outcomes
Poest Venue	
<ul> <li>Ensure that the quality and friendly management and administration of events, provides an efficient booking, arrival, attendance and departure processes providing full satisfaction to the patron.</li> </ul>	<ul> <li>Provide quality.,user-friendly booking systems with easy access for the public.</li> <li>Good transport plans with publicity covering cars, buses, trains and ferries.</li> </ul>
<ul> <li>Efficient delivery of high quality food and beverage service in all catering areas.</li> <li>Positive patron experience.</li> <li>Ensure that venue is profitable to hirers to encourage return bookings.</li> </ul>	<ul> <li>No delays at entrance.</li> <li>Adequate supply of quality food, beverages and merchandise with acceptable queuing times.</li> <li>Good crowd control and behaviour standards.</li> <li>Hirer profitability will come from higher attendances and public satisfaction with Stadium experience.</li> </ul>
<ul> <li>Provision of regular event programs and quality fixtures that attract regular attendances from region.</li> <li>Ensure Wellington gets share of "superstars".</li> </ul>	<ul> <li>The event programme contributes to meeting the regions entertainment needs.</li> <li>Become a recongnised international concert venue.</li> </ul>
Budget	
Maximise revenue	Full revenue earning opportunities of the Stadium are achieved.
• Manage costs.	Good accounting systems to control costs and produce timely and accurate reports.
Manage facility on a commercially prudent basis.	Stadium is a successful financially autonomous community asset.
Good Neighbour	C 1 id i (CD)
Manage crowd :noise,parking and traffic in accordance with resource consent requirements.	<ul> <li>Comply with a requirements of District Plan.</li> <li>Minimal effectfrom noise, parking and lights.</li> </ul>
Encourage responsible behaviour by patrons arriving and leaving the venue.	Residents and businesses operating in close proximity to Stadium are satisfied with Stadium management.

Objectives:	Outcomes:
Good Neighbour Cont'd	
Be a pro-active participant in Community Liaison Group	<ul> <li>Neighbours understand what is happening and are consulted on all relevant matters.</li> </ul>
Events Programme	
Establish regular events programme.	Communicate with Rugby and Cricket and review requirements.
<ul> <li>Work with principal users to attract additional major events.</li> </ul>	Secure Sevens for a further three <b>years</b> .
<ul> <li>Encourage a regular home base for other sporting codes at the Stadium.</li> </ul>	Capitalise on opportunities for growth and discuss with otherCodes, particularly rugby league and soccer.
<ul> <li>Work with concert promoters to ensure high quality events at Stadium.</li> </ul>	Maximise the number of concerts held at the Stadium to achieve desired financial returns.
	Undertake professional marketing <b>cf</b> venue to <b>promoters</b> in <b>NZ</b> and overseas.
Function Centre	
Grow functions and out catering.	<ul> <li>Increased and continuing revenues for Trust.</li> </ul>
• Improve quality of service and functions	Satisfied customers come back for <b>more</b> events.
• Enhance facilities to meet needs of <b>a</b> function centre	Facilities meet needs of <b>function</b> organisers and attendees.
NonEvent Revenue	
Secure existing signage contracts and create new signage product.	Secure independent revenue stream.
• Develop non event <b>day</b> car parking.	Significant car parking revenue.
Good Employer	
Provide staff training and development program	Training provided to meet requirements of job.
Ensure job Satisfaction for staff	Happy staff achieving the job satisfaction they want

(Objectives:	Dutcomes:
Basin Reserve - As manager:	
Maintain quality of wickets.	<ul> <li>Wicket enhances quality of cricket for international and domestic games.</li> </ul>
Maintain facility.	Preventative maintenance programme established and maintained.
Increase sale of advertising and naming rights.	Increasesale of advertising at ground.
Increase hireage.	• Promotion <b>af</b> - day hire.
Maintain to International Standard	<ul> <li>Long term programme developed with Wellington City Council, Cricket Wellington and New Zealand Cricket.</li> </ul>
Public Accountability	
<ul> <li>Fulfil all reporting requirements of the Funding and Trust Deeds.</li> <li>Fulfil all statutory responsibilities.</li> </ul>	<ul> <li>Ensure that the processes are observed in such a way that the WCC, the WRC and the Wellington region public are aware of the Stadiums broad objectives and the outcome of its operations.</li> </ul>
Ensure timely reporting to the WCC and WRC	
Obtain unqualified audit report.	

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#### APPENDIX 2 STATEMENT OF ACCOUNTING POLICIES

### **Reporting Entity**

The reporting entity is the Wellington Regional Stadium Trust ('the Trust'), a charitable trust established by the Wellington City Council ('WCC') and Wellington Regional Council ('WRC') and registered under the Charitable Trust Acts 1957.

The financial statements have been prepared in accordance with generally accepted accounting practice in New Zealand.

#### Measurement base

The financial statements have been prepared on a historical cost basis.

## Membership, Corporate Box and Sponsorship Funding

The development of the Stadium was partially funded by the sale of stadium club memberships, corporate boxes and signage and sponsorship properties. The term of the memberships and corporate box licenses is 15 years. The term of the signage and sponsorship agreements range from one year to ten years. Payment for these items has been received and recorded as revenue in advance. This funding is amortised as revenue on a straight-line basis over the term of the agreement. Amortisation of revenue from memberships and corporate boxes commenced from 1 January 2000. Where signage and sponsorship agreements were entered into prior to the opening of the Stadium, amortisation of revenue commenced from 1 January 2000.

#### **Donations and Grants**

Donations and Grants are recognised as revenue on receipt.

#### Income tax

The income tax expense charged-against the net surplus for the year is the estimated liability in respect of that surplus and is calculated after allowance for permanent differences. The Trust uses the liability method of accounting for deferred taxation and applies this on a comprehensive basis. Future tax benefits attributable to tax losses or timing difference are only recognised when there is virtual certainty of realisation.

Because of the uncertainty over the tex status of the Trust the deferred tex liability has not been recognised in the financial statements.

## Goods and Services Tax (GST)

The financial statements have been prepared exclusive **of goods** and services **tax (GST)** with the exception **of** receivables and payables, which are stated with GST included.

#### Fixed Assets

**Fixed** assets are initially **stated** at cost and depreciated **as** outlined below. Cost includes the purchase consideration, or fair value in the case **of** a donated asset, and those costs **directly** attributable to bringing the asset to the location and condition necessary for its intended use.

#### Finance Leases

Leases where the Trust assumes substantially all the **risks** and rewards of Ownership are classified **as** finance leases **Assets** acquired by way of finance lease: are stated initially at **an** amount equal to the present value of the **future** minimum lease payments, and are depreciated as described below.

## **Operating Leases**

Leases where the lessor effectively retains substantially all the risks anti benefits of ownership **of** the leased items are classified as operating leases. Payments under these leases are charged **as** expenses in the periods in which they are incurred.

### **Depreciation**

Depreciation is calculated on a straight line basis to allocate the cost or revalued amount of an asset, less any residual value, over its useful life. The estimated useful lives of fixed assets are as follows:

Pitch	Indefinite – 15 years
Stadium <b>Buildings</b>	50 – 70 years
Replay screen & production equipment	15 <b>–25</b> years
Fitout	5-50 years
Fittings	5-10 years
Plant & machinery & equipment	3-50 years

#### Receivables

Receivables are valued at anticipated realisable value. **An** estimate **is** made **for** doubtful debts based on a review **of all outstanding** amounts at year-end. Bad debts **are written** off **during** the period in which they **are** identified.

#### **Financial Instruments**

The Trust is party to financial instruments as part of its normal operations. These financial instruments include bank accounts, money market deposits, debtors, creditors, loans and interest rate swaps. The Trust has interest rate swap instruments with off-balance sheet risk for the primary purpose of reducing its exposure to movement in interest rates. For interest rate swap agreements the differential to be paid or received is effectively accrued as interest rates change and is recognised as a component of interest expense over the life of the agreement. Apart from interest rate swaps, all financial instruments are recognised in the statement of financial position and all revenues and expenses in relation to financial instruments are recognised in the statement of financial performance. Except for interest rate swaps, all financial instruments are stated at fair values.