

16 Jan 2026: Partial redaction to protect privacy of natural persons.

From: [REDACTED]
Sent: Wednesday, 13 August 2025 12:05
To: secretary <secretary@ashswimteam.co.nz>
Cc: Councillor Members <CouncillorMembers@adc.govt.nz>; [REDACTED]
Subject: RE: Ashburton Swim Team

Good afternoon [REDACTED]

While we were hopeful to receive a signed agreement by the 8 August deadline, AST's email on 8 August to the Mayor provided ADC with the following clarity:

The purpose of AST is to be the entity that swimmers need to register with to enable them to swim competitively and to facilitate accommodation and travel (upon coaches instructions). Accordingly, AST's position is that there no need for any agreement between ADC and AST (inclusive of the agreement currently in negotiation) and that ADC should engage directly with swimmer families.

ADC will not need to enter into separate agreements with each of the families. ADC's update to its swim squad Terms and Conditions in July 2025 enables ADC to invoice swimmers directly for the cost of ADC's coaches attending swim meets using the direct cost recovery method.

Given the above, ADC will conclude all communication and interactions with AST on operational swim squad matters accordingly.

Kind regards
[REDACTED]

From: secretary <secretary@ashswimteam.co.nz>
Sent: Friday, 8 August 2025 8:07 pm
To: Neil Brown <mayor@adc.govt.nz>
Cc: Councillor Members <CouncillorMembers@adc.govt.nz>; [REDACTED]
Subject: Re: Ashburton Swim Team

8th August 2025

Ashburton District Council

By email only: secretaryashswimteam.co.nz

To Whom it may concern

Direct Cost Recovery Model (DCRM)

We refer to Mayor Neil Brown's letter dated 8th August 2025 and provide our feedback on the proposed future ADC and AST Coaching Services Agreement.

1. Mayor Neil Brown's comment of a 12 month review, AST suggests the Agreement contains a 12 month review clause, but not for the purpose of ADC completing another survey. If that is the ADC's intention, the 12 month review should be clear and unambiguous, for the purpose of ADC completing another survey and exploring

alternative options. We ask ADC to amend the Agreement to state this.

2. The Agreement is between the ADC and AST. The parents and families are not a party to the Agreement. Therefore, the Agreement is enforcing obligations (i.e. to pay money) on third parties who are not a party to the Agreement. Privity of Contract, AST cannot be party to enforcing an obligation on families behalf to enter into this Agreement as they are the ones incurring the obligation of the DCRM. AST advises the ADC that the Agreement should be entered into between the ADC and each family that wants to engage the swim coach at swim meets.

3. AST is only acting on behalf of swim team members in negotiations of the Agreement.

4. Terms of the Agreement are not yet agreed to

5. AST has no say on what swim meets are to be attended by either AST swimmers or ADC coaches. This is up to the ADC coaches to liaise with AST swimmers as to what meets they would like them to attend. AST is only an entity that swimmers need to register with to enable them to swim competitively and to facilitate accommodation and travel when advised to by ADC coaches, it is ADC coaches responsibility to advise on targeted swim meets. It is AST swimmers who use the services of ADC not the AST itself.

6. AST advises that ADC contacts AST families directly so as to enter into an Agreement with the immediately affected parties so each can work together collectively.

Kind regards

Secretary
Ashburton Swim Team

From: Neil Brown <mayor@adc.govt.nz>

Sent: Thursday, 7 August 2025 5:56 pm

To: secretary <secretary@ashswimteam.co.nz>

Cc: Councillor Members <CouncillorMembers@adc.govt.nz>; [REDACTED]

Subject: re:Ashburton Swim Team

Hello [REDACTED]

Thank you for your email.

Attached is the final version of the agreement between ADC and AST. While we see you continue to have concerns with the Direct Cost Recovery Model (DCRM), I suggest these are put aside and AST signs the agreement for the following reason:

- ☐ The agreement contains a 12 month review clause. This means that, for example, in May 2026 you can request ADC to complete another survey and provide them with your membership list so there is certainty it goes to the correct families.
- ☐ The uplift in cost (due to the DCRM) will not occur if the coaches chose to volunteer their time. The primary coach has confirmed that he will continue to volunteer his time at swim meets until the end of January and also Div 11, NAGs, NZ opens and Neptune swim meets.

Accordingly we expect the agreement to be signed by 8 August 2025, Council will act as previously stated (30 July letter) and will communicate directly with the squad swimmers families that we have been unable to reach agreement with AST, that coaches are expected to prioritise their contractual coaching commitments at EA Networks Centre and they will not be attending swim meets in their capacity as a Council employee.

If AST does not sign the agreement and therefore does not commit to work with ADC, Council is likely to reconsider its decision about continuing to provide coaching services as part of the next Annual Plan process.

Neil

From: secretary <secretary@ashswimteam.co.nz>

Sent: Thursday, 7 August 2025 14:23

To: Neil Brown <mayor@adc.govt.nz>; [REDACTED]

Subject: Ashburton Swim Team

7th August 2025

Ashburton District Council

By email only: secretary@ashswimteam.co.nz

To Whom it may concern

Direct Cost Recovery Model (DCRM)

We refer to your letter dated 27 June 2025 and provide our feedback on the future of the Ashburton Swim Team (AST), swimming within Mid Canterbury and the decision making process of the Ashburton District Council (ADC).

In respect of the proposed ADC and AST Coaching Services Agreement (the Agreement), we make the following comments:

A. The Agreement and DCRM appear to be inconsistent with one another. While the Agreement emphasises the critical importance of the role, of the swim coach, at swim meets, the DCRM creates conditions, that make access to a swim coach at such events unfeasible.

B. The practical realities and nature of swim meets, do not appear to have been adequately considered. No other swim teams, whether public or private, have implemented a DCRM.

In respect of the Important Survey Regarding Squad Swim Meet Fees (the Survey), we highlight the following issues we believe require further consideration:

A. The Survey was distributed to the incorrect families. The Survey should have only been sent to the AST families.

B. The timeframe provided for responses was inadequate. The families were only given four working days to respond. A matter of this importance needs more time.

C. Less than half of the families responded to the Survey.

We struggle with statement 'why are ratepayers paying for the AST Coach to go to the swim meets', which is the origin of the DCRM. It is widely accepted by ratepayers, that they are burdened by rates, which fund various amenities, from which they derive no direct benefit.

Swimming is recognised as a matter of significant importance both locally and nationally. The AST and the achievements of its swimmers, play a vital role in promoting water safety, fostering community engagement and raising awareness of the importance of swimming. This message is even more important, in a region like Mid Canterbury, surrounded by lakes and rivers.

We believe, as shown in our letter 'With Direct Cost Recovery in Place', that the ADC and EA Networks Centre, benefit from their relationship with the AST. We acknowledge the importance of our relationship and want to continue building these relationships. It would be disappointing to see one of Ashburton's premier facilities, the EA Networks Centre, become underutilised.

Unlike traditional sports, swimming operates year-round without defined seasons or local competition. Unlike the relatively modest costs of other sports, such as a rugby, football, netball, or hockey subscription, the DCRM amounts to additional thousands of dollars annually. This financial burden risks driving families to seek alternative swim clubs, or abandon sport altogether, which would be a loss for the community.

We think it is relevant that the ADC swim coaches do not support the DCRM. We believe buy-in from all parties is important.

Unfortunately, we see the DCRM as the beginning of the end, for the AST. Without continuing under existing circumstances or working together to find a reasonable alternative, we do not believe there is a viable future for the AST. We ask the ADC to please attend to the following matters:

A. Complete the Survey again, with only the AST families, ensuring sufficient time is allowed for responses.

B. Provide the Survey result to the AST families.

C. Meet with the AST to discuss future option.

The AST want to work with the ADC, to reach a mutually beneficial outcome. The AST want to resolve the cost recovery issues and find a reasonable alternative, that considers the interests of both parties.

We look forward to your response.

Yours faithfully



Ashburton Swim Team
Secretary