

## **Horowhenua Major Events Fund – Terms & Conditions**

### **1 Definitions**

1.1. Definitions: In this agreement, unless the context otherwise requires:

1.1.1. Applicant means the person, persons, or entity applying for funding from Horowhenua District Council, and may also be referred to as the Organiser or Funding recipient.

1.1.2. HDC means Horowhenua District Council.

1.1.3. Grant Agreement means the contract entered into with the Applicant detailing the agreement between HDC and the Applicant.

1.1.4. Major Events Portfolio means the aggregate of the events that HDC considers to be a major event.

1.1.5. MEF means the major events fund that HDC oversees and allocates subject to these terms and conditions and the terms and conditions in the Grant Agreement.

### **2. Funding**

2.1. HDC maintains and runs the MEF in its sole discretion.

2.2. The HDC MEF is capped funding. HDC is not obligated to grant the entirety of the MEF in any year.

2.3. The MEF is for funding events only and cannot be used for funding any conventions, conferences, tradeshows or similar.

2.4. These terms and conditions are to be read alongside the terms and conditions contained in the Grant Agreement entered into by an Applicant or Organiser following completion of a successful application and will form part of that agreement.

### **3. Application process**

3.1. Expression of interests and applications submitted by an Applicant must be in a form acceptable to HDC. Expression of Interests and applications not in an acceptable form may be rejected.

3.2. Each applicant must disclose all matters likely to be material to HDC's consideration of its application or which might have a bearing on the outcomes to be delivered from the funding.

3.3. HDC at its sole discretion, reserves the right to:

3.3.1. Change the criteria, parameters, date, timeline, or any other aspect of the expression of interest, Grant Application or application process;

3.3.2. Waive any application requirements;

3.3.3. Reject any expression of interest or application;

3.3.4. Require applicants to supply additional information;

3.3.5. Suspend or cancel the investment process in whole or in part;

3.3.6. Impose conditions on the approval or payment of HDC's investment (i.e. a requirement to successfully obtain a level of private investment or generate a certain number of entries for an event); and

3.3.7. Seek independent advice and/or cross reference any information provided by the Applicant.

3.4 HDC may carry out due diligence in respect of an application. This may include due diligence on Applicants, organisations, or personnel involved. It may extend to financial due diligence and relevant track records either as part of the application assessment process or as part of any subsequent contract negotiation. By making an application, the Applicant consents to HDC making due enquiries with third parties in this regard and agrees to provide access to referees where requested by HDC.

3.5 HDC will inform an Applicant of the success (or otherwise) of an expression of interest and/ or application.

3.6. The success of an application does not mean that the Applicant is entitled to the full amount sought in the application or any specified amount or percentage of that.  
HDC will inform the Applicant of the level of funding it is prepared to contribute which will be outlined in the Grant Agreement.

3.7. No decision is binding on HDC until a Grant Agreement between HDC and the Applicant is agreed, and the parties have signed and executed the agreement.

3.8. Applicants who are successful are required to provide a marketing plan focusing on event and destination promotion which the Applicant can work in conjunction with HDC to develop and optimise if successful.

3.9. The Applicant warrants that all information provided in relation to the application is true and correct in all material respects, at all times, and is not misleading whether by omission or otherwise.

#### **4. Privacy**

4.1. HDC is committed to Applicant privacy and will comply with applicable privacy laws, including the Privacy Act 2020, to the extent possible when sharing the Applicant's information with third parties in connection with all aspects of the application process.

The Applicant acknowledges that their data may be shared for the purpose of evaluating their application.

4.2. HDC may publish or publicly release information in relation to the MEF and specifically in relation to the funding amounts requested.

4.3. HDC is governed by the Local Government Official Information and Meetings Act 1982. HDC is committed to being transparent about its activities and its major events investments and as such may publish investment and ratepayer contribution to events. Further, HDC may publicly

disclose its financial and other involvement in and/or contribution to any/all events in HDC's Major Events Portfolio at its sole discretion.

4.4. By submitting an expression of interest and/ or application, the Applicant acknowledges that the information in their application may be disclosed publicly, or to a third party, and agrees to the disclosure of such information.

## **5. Termination**

5.1. HDC may terminate consideration of, or reject, an application at any time prior to a Grant Agreement being signed and executed.

5.2. HDC is not required to give a reason where it terminates or rejects an expression of interest and/ or application.

## **6. Conflicts and disclosure**

6.1. The applicant agrees to include details of any potential conflict of interest in the application, in particular (but not limited to), whether any HDC employee or Councillor, or their immediate family have any interest or involvement in the event and any other matters that may compromise HDC's ability to make a decision or that may bring the process into disrepute. Failure to disclose a conflict will result in immediate termination of an application or Grant Agreement.

6.2 All Applicants must disclose to HDC any other central government or local government funding sources, including any sources where the Applicant has lodged an expression of interest and/ or application for funding and whether or not that funding has been confirmed. Further the Applicant must disclose any corporate or commercial sponsorship arrangements irrespective of whether the sponsorship arrangement includes direct funding or in-kind support.

6.3 Applicants must not directly or indirectly seek to influence HDC's funding decisions in any improper or unethical manner (or in any way which might have the appearance of being so), nor attempt to solicit or garner non-public information from HDC which might give an unfair advantage in the application process.

## **7. Reporting**

7.1. Within 3 months of the event, funding recipients will be required to provide to Council a written post event report on the use of funding received in a manner and form reasonably required by Council with sufficient detail to, amongst other purposes, enable Council to calculate the Return on its Investment. By way of example only this will include providing data and narrative reports on the event, and documentary evidence as to how the funds were spent.

7.2. Funding recipients must provide HDC with photography and/or video content to help promote the event and destination and agrees to transfer ownership of all intellectual property rights in this content to Council from the date of its supply.

## **8. General**

8.1. Confidentiality: Except as required by law, and subject to these terms and conditions, both parties shall preserve as confidential any information of a confidential nature that they acquire in relation to the other.

8.2. Dispute resolution: Should a dispute arise in relation to the interpretation of these terms and conditions the Applicant must notify HDC in writing, detailing the problem. HDC will determine whether there is any dispute to resolve and will inform the Applicant of its decision in writing, and if there is a dispute to resolve, then the process that will be followed.

8.3. Severability: If any part of these terms and conditions is held by any court to be illegal, void, or unenforceable, such determination shall not impair the enforceability of the remaining parts of these terms and conditions.

8.4 Jurisdiction: These terms and conditions are governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand courts.

8.5 Failure to comply: Failure to comply with any of the terms and conditions within this agreement, or the provision of false information in the request may result, without limitation, in Horowhenua District Council terminating this agreement and:

- a. Requiring repayment of all or part of the grant.
- b. Withholding payment of this and other HDC administered funds until issues are resolved.
- c. Imposing additional terms and conditions before any HDC funding is approved.
- d. Recommending to the committee, to decline future funding.

8.6 A grant recipient must:

a. Spend the grant within nine (9) months of a grant request being approved, within the approved time frame specified in the Accountability Reporting and Payments schedule or upon request by HDC (whichever comes first). Payment of any subsequent grants, including multi-year funds, may not be made until all milestone accountability reporting requirements are met in full.

b. Spend the grant only for the purpose(s) approved by, and subject to any conditions imposed by, the Horowhenua District Council's Community Funding and Recognition Committee.

c. Return to the HDC any portion of the grant that is not spent on the approved purpose(s). If the grant payment includes GST, the grant recipient must also return the GST component of the grant.

d. Make any files or records relating to the activity or project available for inspection within 10 working days if requested by HDC.

e. Keep financial records that demonstrate how the grant was spent for five (5) years after the end of the agreement term.

f. Acknowledge the receipt of the HDC grant as a separate entry in its financial statements, or in a note to its financial statements.

g. Inform HDC of any changes that affect the organisation's ability to deliver the activity(ies) or project(s) (eg changes to financial situation; an intention to wind-up or cease operations; or any other significant event, before the grant has been fully used.

h. Agree to notify HDC if any of the grant money is stolen or misappropriated and to consider if Police charges need to be laid.

i. Agree that HDC have authority to publish that the grant has been made to the grant recipient for the approved purpose.

8.7 During the term of this agreement a grant recipient may request a variation to the purpose, term, or conditions of this agreement. This needs to be requested before any expenditure, failure to do so will be treated as non-compliance with grant terms and conditions.

8.8 A grant must not be spent on any item that falls within the exclusions outlined by HDC.

8.9 For the purpose of gaining or providing information relevant to the funding of the organisation, the HDC may disclose to, or obtain information from, any other government department or agency, private person or organisation.

8.10 The HDC is subject to the Official Information Act 1982 and may be required to release information unless there is good reason under the Act to withhold the information.

8.11 A reduced level of funding (partial funding) may be offered by Council, particularly when demand on the grant scheme is high. Where partial funding is awarded and subsequently uplifted by an applicant, the applicant agrees that the project can be completed despite the immediate shortfall. Applicants are given time to consider any funding awarded to them before uplifting.

8.12 The decision of the Horowhenua Community Funding and Recognition Committee is final and not open to negotiation. If the Hall Society's position changes with respect to the submitted project then this should be advised to the Grant Scheme Administrator as soon as possible along with a formal request for the approved funding purpose to be modified. This will be referred to the Horowhenua Community Funding and Recognition Committee for determination.