MANAAKI MARAE FUND
FUNDING AGREEMENT 2022-2023

PARTIES

1. **HUTT CITY COUNCIL** ("Council") a Territorial Authority pursuant to the Local Government Act 2002, 30 Laings Road, Lower Hutt

and

2. **WAINUIOMATA MARAE TRUST** a registered Charitable Trust under the Charitable Trusts Act 1957, Corner Fitzherbert and Wellington Roads, Wainuiomata.

TERMS

1. Duration

1.1 This agreement will commence on **1 July 2022** and expire on **30 June 2023,** unless otherwise terminated pursuant to this Funding Agreement or by agreement between the parties.

2. Funding

2.1. Council will pay the sum of **$28,571.43** + **$4,285.71** GST; a total sum of **$32,857.14**

2.2. The funds will be paid to **WAINUIOMATA MARAE TRUST** as soon as practicable, following receipt of a signed Funding Agreement including valid Tax Invoice.

3. Use of the Funding

3.1 The funds provided must be used to support service provision, for administration expenses, purchase of equipment, building maintenance and the development and / or preservation of taonga.

3.1 The funds are not to be used to increase cash reserves.

3.2 Any part of the funds not expended by **WAINUIOMATA MARAE TRUST** on expiry or termination of this Agreement shall be returned to Council no later than one month after that expiry or termination date.

4 Accountability & Compliance

4.1 **WAINUIOMATA MARAE TRUST** are required to provide either;
(a) A statement of financial accounts showing grant being received and spent, or
(b) An annual report / performance report generated for an AGM

4.2 Council may at any time perform any reasonable acceptance test, review or audit relating to this Agreement, the use of the funds, the activities of **WAINUIOMATA MARAE TRUST** or any aspect of the operation of any of these matters. **WAINUIOMATA MARAE TRUST** must provide the Council with all reasonable assistance in this regard.

4.3 **WAINUIOMATA MARAE TRUST** will meet their obligations under the Charities Services. Council may refer to and rely on the performance reports provided to the Charities Services by **WAINUIOMATA MARAE TRUST**.

4.4 Council may withhold any future funding if issues are identified.

5 Undertakings

5.1 **WAINUIOMATA MARAE TRUST** will recognise the support of the Council in all publicity material, annual reports or similar publications. Recognition shall be demonstrated by use of the Council's logo (provided Council's prior approval has been obtained for its use).

6 Dispute Resolution

6.1 A party to this contract may not commence any court or arbitration proceedings relating to a dispute under this contract unless it has complied with the clauses below relating to dispute resolution (except where the party seeks urgent interlocutory or injunctive relief).

6.2 A party claiming that a dispute has arisen must give written notice, within five (5) business days of the dispute arising to the other party specifying the nature of the dispute.

6.3 On receipt of such notice, the parties must endeavour to resolve the dispute using informal dispute resolution techniques. If the parties cannot agree then the matter must be submitted to court or arbitration.

7 Termination

7.1 Without limiting any other provisions of this Agreement, Council may terminate this Agreement at any time by giving **WAINUIOMATA MARAE TRUST** one month's written notice, if any of the obligations under this Funding Agreement are not met.

7.2 If this agreement is terminated in accordance with 7.1 Council will be under no obligation to provide further funding to **WAINUIOMATA MARAE TRUST.**

8 Misappropriation of Funds

8.1 Use of the funds for a purpose other than one described in 3.1 without the prior approval of Council, is deemed to be a misappropriation of the funds.

8.2 The funds are deemed to be misappropriated if **WAINUIOMATA MARAE TRUST** fails to provide any information as outlined in paragraph 4 of this funding agreement;

8.3 If the funds are misappropriated or deemed to be misappropriated **WAINUIOMATA MARAE TRUST** must reimburse the funds to Council within 14 days of a written request from Council.

8.4 If the funds are not repaid within 14 days following such written request, **WAINUIOMATA MARAE TRUST** agrees that Council may recover the debt (together with the costs and interests if applicable) from **WAINUIOMATA MARAE TRUST** through court proceedings, the Disputes Tribunal and / or referral of the matter to a debt collection agency.

8.5 Council reserves the right to take all other measures available to it including reporting any misappropriation of the funds to the Police if the funds are considered to have been misappropriated by **WAINUIOMATA MARAE TRUST**

8.6 Any misappropriation of the funds will deem **WAINUIOMATA MARAE TRUST** to be ineligible for future funding.

EXECUTION

Party 1: **Hutt City Council**

Signed on behalf of the **Hutt City Council** by:

Cameron Kapua-Morrell
Print your full name

Please sign

Date 13/7/22
DD / MM / YYYY

Party 2: **WAINUIOMATA MARAE TRUST**

Signed on behalf of the **WAINUIOMATA MARAE TRUST** by:

Linda Olsen
Print your full name

Please sign

Date 13/7/22
DD / MM / YYYY