MANAAKI MARAE FUND
FUNDING AGREEMENT 2023-2024

PARTIES

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

and

1. **AROHANUI KI TE TANGATA MARAE (WAIWHETŪ),** a registered Charitable Trust under the Charitable Trusts Act 1957, Puketapu Grove, Waiwhetū.

TERMS

1. Duration

1.1 This agreement will commence on **1 July 2023** and expire on **30 June 2024,** unless otherwise terminated pursuant to this Funding Agreement or by agreement between the parties.

2. Funding

2.1. Council will pay the sum of **$29,228.56** + **$4,384.28** GST; a total sum of **$33,612.84**

2.2. The funds will be paid to **AROHANUI KI TE TANGATA MARAE (WAIWHETŪ)** as soon as practicable, following receipt of a signed Funding Agreement including valid Tax Invoice.

2. 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 **AROHANUI KI TE TANGATA MARAE (WAIWHETŪ)** 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 **AROHANUI KI TE TANGATA MARAE (WAIWHETŪ)** 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 **AROHANUI KI TE TANGATA MARAE (WAIWHETŪ)** or any aspect of the operation of any of these matters. **AROHANUI KI TE TANGATA MARAE (WAIWHETŪ)** must provide the Council with all reasonable assistance in this regard.

4.3 **AROHANUI KI TE TANGATA MARAE (WAIWHETŪ)** will meet their obligations under the Charities Services. Council may refer to and rely on the performance reports provided to the Charities Services by **AROHANUI KI TE TANGATA MARAE (WAIWHETŪ)**

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

5 Undertakings

5.1 **AROHANUI KI TE TANGATA MARAE (WAIWHETŪ)** 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 **AROHANUI KI TE TANGATA MARAE (WAIWHETŪ)** 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 **AROHANUI KI TE TANGATA MARAE (WAIWHETŪ)**

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 **AROHANUI KI TE TANGATA MARAE (WAIWHETŪ)** 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 **AROHANUI KI TE TANGATA MARAE (WAIWHETŪ)** 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, **AROHANUI KI TE TANGATA MARAE (WAIWHETŪ)** agrees that Council may recover the debt (together with the costs and interests if applicable) from **AROHANUI KI TE TANGATA MARAE (WAIWHETŪ)** 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 **AROHANUI KI TE TANGATA MARAE (WAIWHETŪ)**

8.6 Any misappropriation of the funds will deem **AROHANUI KI TE TANGATA MARAE (WAIWHETŪ)** 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

27/07/2023

DD / MM / YYYY

Party 2: **AROHANUI KI TE TANGATA MARAE (WAIWHETŪ)**

Signed on behalf of the **AROHANUI KI TE TANGATA MARAE (WAIWHETŪ)** by:

Peggy W. Luke-Ngaheke

Print your full name

Please sign

Date

27 7 2023

DD / MM / YYYY

WAIWHETU MARAE TRUSTEES
PUKETAPU GROVE
LOWER HUTT 5010