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. **TE KĀKANO O TE AROHA MARAE,** a registered Charitable Trust under the Charitable Trusts Act 1957, 136 Randwick Road, Lower Hutt.

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 **TE KĀKANO O TE AROHA MARAE** 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 **TE KĀKANO O TE AROHA MARAE** 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 **TE KĀKANO O TE AROHA MARAE** 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 **TE KĀKANO O TE AROHA MARAE** or any aspect of the operation of any of these matters. **TE KĀKANO O TE AROHA MARAE** must provide the Council with all reasonable assistance in this regard.

4.3 **TE KĀKANO O TE AROHA MARAE** will meet their obligations under the Charities Services. Council may refer to and rely on the performance reports provided to the Charities Services by **TE KĀKANO O TE AROHA MARAE**

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

5 Undertakings

5.1 **TE KĀKANO O TE AROHA MARAE** 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 **TE KĀKANO O TE AROHA MARAE** 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 **TE KĀKANO O TE AROHA MARAE**

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 **TE KĀKANO O TE AROHA MARAE** 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 **TE KĀKANO O TE AROHA MARAE** 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, **TE KĀKANO O TE AROHA MARAE** agrees that Council may recover the debt (together with the costs and interests if applicable) from **TE KĀKANO O TE AROHA MARAE** 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 **TE KĀKANO O TE AROHA MARAE**

8.6 Any misappropriation of the funds will deem **TE KĀKANO O TE AROHA MARAE** to be ineligible for future funding.

EXECUTION

Party 1: **Hutt City Council**

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

Cameron Kaitna-Morrell
Print your full name

Please sign

Date

17/7/2023
DD / MM / YYYY

Party 2: **TE KĀKANO O TE AROHA MARAE**

Signed on behalf of the **TE KĀKANO O TE AROHA MARAE** by:

HINE CROWN
Print your full name

Please sign

Date

17/07/2023
DD / MM / YYYY