

## Terms and Conditions of Funding

### 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 Kāpiti Coast District Council, and may also be referred to as the Organiser or Funding recipient.
  - 1.1.2. KCDC means Kāpiti Coast District Council.
  - 1.1.3. Grant Agreement means the contract entered into with the Applicant detailing the agreement between KCDC and the Applicant.
  - 1.1.4. Major Events Portfolio means the aggregate of the events that KCDC considers to be a major event.
  - 1.1.5. MEF means the major events fund that KCDC oversees and allocates subject to these terms and conditions and the terms and conditions in the Grant Agreement.

### 2. Funding

- 2.1. KCDC maintains and runs the MEF in its sole discretion.
- 2.2. The KCDC MEF is capped funding. KCDC is not obligated to grant the entirety of the MEF in any year and may carry over unallocated amounts to future years.
- 2.3. The MEF is for funding events only and cannot be used for funding any conventions, conferences, trade shows 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. The application submitted by an Applicant must be in a form acceptable to KCDC. Applications not in an acceptable form may be rejected.
- 3.2. Each applicant must disclose all matters likely to be material to KCDC's consideration of its application or which might have a bearing on the outcome to be delivered from the funding.
- 3.3. KCDC at its sole discretion, reserves the right to:

- 3.3.1. Change the criteria, parameters, date, timeline, or any other aspect of the Grant Application or application process;
- 3.3.2. Waive any application requirements;
- 3.3.3. Reject any 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 KCDC'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. KCDC 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 KCDC making due enquiries with third parties in this regard and agrees to provide access to referees where requested by KCDC.
- 3.5. KCDC will inform an Applicant of the success (or otherwise) of an application.
- 3.4. 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. KCDC will inform the Applicant of the level of funding it is prepared to contribute which will be outlined in the Grant Agreement.
- 3.5. No decision is binding on KCDC until a Grant Agreement between KCDC and the Applicant is agreed, and the parties have signed and executed the agreement.
- 3.6. 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 KCDC to develop and optimise if successful.
- 3.7. 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. KCDC is committed to Applicant privacy and will comply with applicable privacy laws, including the Privacy Act 1993, 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. KCDC may publish or publicly release information in relation to the MEF and specifically in relation to the funding amounts requested.
- 4.3. KCDC is governed by the Local Government Official Information and Meetings Act 1987. KCDC 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, KCDC may publicly disclose its financial and other involvement in and/or contribution to any/all events in KCDC's Major Events Portfolio at its sole discretion.
- 4.4. By submitting an 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. KCDC may terminate consideration of, or reject, an application at any time prior to a Grant Agreement being signed and executed.
- 5.2. KCDC is not required to give a reason where it terminates or rejects an 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 KCDC employee or Councillor, or their immediate family have any interest or involvement in the event and any other matters that may compromise KCDC'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 KCDC any other central government or local government funding sources, including any sources where the Applicant has lodged an 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 KCDC'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 KCDC which might give an unfair advantage in the application process.

### 7. Reporting

- 7.1. Within 2 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 KCDC 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 KCDC in writing, detailing the problem. KCDC 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.
- 7.4. 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.