

Terms and conditions for Christchurch Heritage Festival community grant fund

Introduction and acceptance of terms

The Christchurch City Council (Council) has adopted these terms and conditions to apply to your Christchurch Heritage Festival Community Grant ("Grant").

You have agreed to be an Event Provider for an event to be held during Christchurch Heritage Festival ("Event").

Your application for funding from the Christchurch Heritage Festival Community Grant Fund is governed by these terms and conditions ("Terms").

Upon being awarded a Grant you agree to be bound by these Terms.

These Terms must be read together with any Terms and Conditions specific to the Event. If there is any conflict between these Terms and the Event Terms, then these Terms will prevail to the extent of the inconsistency.

Terms

1. GRANT

- 1.1 Grant - The Council agrees that it shall make payment of the Grant to you upon receipt of the Grant agreement letter/form.
- 1.2 In consideration of payment of the Grant you agree that you shall apply the Grant solely for the purposes described in the Guidelines for Christchurch Heritage Festival Grant Fund Application and the Grant Fund Application Form.
- 1.3 Any amount of the Grant which has not been used for the approved purpose of the Grant upon completion of the project shall be immediately reimbursed to the Council.

Payment

Electronic Payment

- 1.4 Payment will be effected by Electronic Funds Transfer (EFT) (direct credit).

2. CONDITIONS OF THE GRANT

2.1 Accountability - you shall:

- a. Provide the Accountability Reports specified in the Guidelines for Christchurch Heritage Festival Grant Fund Application on or before each of the relevant reporting dates;
- b. Acknowledge receipt of the Grant in your annual report and in any publicity material produced in conjunction with the Grant;
- c. Keep and maintain accurate records of the application and the expenditure of the Grant including but not limited to receipts, bank statements and invoices;
- d. Notify the Police and the Council immediately if you have reason to believe that the Grant or any part has been stolen or misappropriated; and
- e. Notify the Council immediately if you experience any issues or difficulties which may compromise the use of the Grant for the purposes specified in the Guidelines for Christchurch Heritage Festival Grant Fund Application and/or the Grant Fund Application Form; and
- f. You must disclose to the Council if a Christchurch City Councilor, local board member, a Council employee or their immediate family has any interest or involvement in the activity which this Grant is being provided for.

2.2 No assignment: You shall not assign, sublicense or otherwise dispose of its rights and obligations under these Terms

2.3 Review - On request from the Council, you shall facilitate a review of the application and expenditure of the Grant by

- a. Making your documents, records and premises available for inspection;
- b. Providing any information in relation to the expenditure and application of the Grant within 14 days of a request by the Council;
- c. Procuring the availability of personnel to discuss the application and expenditure of the Grant with the Council's Representative or any person designated by the Council's Representative; and
- d. Doing all other things reasonably necessary to facilitate a review of the expenditure and application of the Grant.

3. GRANT PUBLICITY AND INTELLECTUAL PROPERTY

3.1 You acknowledge that the Council may include details of the Grant in public announcements or statements.

- 3.2 You warrant that you have the authority, copyrights, permissions or licences that may be required for the Event and shall indemnify and keep indemnified the Council from and against all claims, liabilities, losses, damage and expenses suffered or incurred by the Council in connection with any breach by you of the warranties contained in this clause.

4. MEETINGS BY REPRESENTATIVES

- 4.1 You shall appoint a representative who shall be authorised to give and receive all directions and instructions in connection with the matters set out in these Terms.

5. HEALTH AND SAFETY

- 5.1 So far as is reasonably practical you must ensure the health and safety of participants, workers and other persons in relation to the project to which the Grant is to be applied.
- 5.2 You must maintain standards of health, safety, security and environmental practice that at all times meets, or exceeds, the requirements of the Health and Safety at Work Act 2015, as applicable, and any other applicable codes, legislation and regulations. Failure to do so will constitute a material breach of this Agreement.
- 5.3 Where applicable under the Health and Safety at Work Act 2015, you must ensure it consults, cooperates and coordinates its activities with all other 'Persons Conducting a Business or Undertaking' (PCBUs) who have a duty in relation to the project to which the Grant is to be applied.

6. TERMINATION

- 6.1 The Council may terminate these Terms immediately if:
- a. you fail to comply with its obligations under these Terms;
 - b. the Council considers there are any unsafe conditions or activities arising from the Event to which the Grant is to be applied;
 - c. By any means whatsoever, you cause the image or reputation of the Council to fall into disrepute; or
 - d. the Council determines that in its reasonable opinion the provision of the Event to which the Grant is to be applied will not proceed or be completed, for any reason whatsoever, whether or not within the control of the Council.

7. INDEMNITY

- 7.1 Indemnity - You indemnify the Council in respect of all costs (including legal costs), claims, liabilities, losses, damage and expenses suffered or incurred by the Council and any other person claiming through the Council as a direct or indirect consequence of any unlawful, negligent, tortuous, criminal, reckless or dishonest errors, acts or omissions in the performance of your obligations under these Terms.

8. GENERAL

- 8.1 Council as Local Authority - You acknowledge that the Council in terms of its regulatory function as a Local Authority, is obliged to act as a Local Authority and not as a party to this Agreement. Nothing in these Terms will affect the Council's rights, powers, duties and obligations in the exercise of its functions as a Local Authority.
- 8.2 Force majeure event - A party will not be liable for any failure to perform its obligations under these Terms to the extent that failure is due to factors outside its reasonable control, including but not limited to acts of God, war, fire, electricity, failure of third party industrial actions.
- 8.3 No partnership: Nothing in these Terms and Conditions shall be deemed to constitute an agency, partnership or joint venture between the parties.
- 8.4 All Grants are in New Zealand dollars.