



Grant Terms and Conditions

Organisation: Sport Northland

Grant: \$358,724.00+GST per annum for three years

Grant Purpose: To support the operations and repairs and maintenance for the Dargaville Pool

Agreement – Grant Terms and Conditions

Parties

1 **Kaipara District Council** ("Council")

2 **Name: Sport Northland**

Address: ASB Northland Sport House, 97 Western Hills Drive, Whangarei

Telephone Number: 0272744 588

Contact Person: Brent Eastwood, Chief Executive

Email: brente@sportnorth.co.nz

Bank Account Details: 12-3101-0059881-00


Introduction

1 The Council has agreed to make a grant to the Organisation, the details of which are set out below:

Grant	<p>\$358,724.00 plus GST (if applicable) per annum for three years payable annually in advance. Breakdown: \$334,319.00 previous year grant, plus <u>\$24,405.00</u> being 7.3% (CPI) increase 2022 \$358,724.00 total this term</p> <p>The operations figure will be adjusted annually by the published national Consumer Price Index (CPI) figure for the 12 months ended 30 June of the year preceding.</p> <p>Any surplus made through this arrangement will be reinvested into the pool facility upon mutual agreement.</p>
Grant Purpose	To support the operations and repairs and maintenance for the Dargaville Pool ("Pool Facility")
Term	The term of this Agreement is for three (3) years commencing on 1 July 2022 and ending on 30 June 2025
Reporting Obligations	<p>The Organisation will provide to Council at the end of each financial year:</p> <ul style="list-style-type: none"> ▪ Financial report ▪ Operational report ▪ Marketing report ▪ Asset Management report ▪ Performance analysis report

<p>Special Terms and Conditions</p>	<ul style="list-style-type: none"> ▪ The Organisation will use its best endeavors to obtain funding from other sources, such as community grants organisations. ▪ The Council acknowledges and agrees that the Organisation sub-contracts the day-to-day service provision and management of the Pool Facility. ▪ The parties agree that in October of each year, or as near as possible after the submission to the Council by the Organisation of the reports required by this agreement, the parties will meet to discuss those reports and make any changes to this agreement and/or the License to Occupy Land between the Council and the Organisation (“License to Occupy”) (including the Performance Measures) that may from time to time be agreed to be in the best interests of the development and management of the Pool Facility. Any such changes agreed shall not be effective unless recorded in writing and signed by both parties. ▪ The Organization will present the annual pool report at a Council meeting annually. ▪ If the Organisation should be in breach of any of its obligations under the License to Occupy to the extent that the Council terminates or is entitled to or decides to terminate the License to Occupy the Council acting in its discretion may terminate this agreement and/or suspend payment of any unexpended portion of the Grant. Any such action by the Council shall not release the Organisation from the performance of its obligations under this agreement up to the date of any such termination or suspension.
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2 The Organisation accepts the Grant, will apply the Grant for the Grant Purpose, and will observe, perform and be bound by the Grant Terms and Conditions attached to this agreement.

Signed on behalf of the Council: 
Name [please print]: **Louise Miller**
Designation: **Chief Executive**
Dated: 3 October 2022

Signed on behalf of the Organisation: 
Name [please print]: **Brent Eastwood**
Designation: **Chief Executive**
Dated: 3 October 2022

Grant Terms and Conditions

1 Payment of Grant/GST

The Council will pay the Grant to the Organisation in one sum unless otherwise specified in the Special Terms. The Grant is calculated exclusive of GST and in the event of the Grant being a taxable supply under the Goods and Services Tax Act 1985 and the Organisation being registered for GST the Grant shall be plus GST and the Organisation shall supply the Council with a valid GST invoice. The Council shall not be obliged to make any payment of the Grant plus GST unless a valid GST invoice has been provided to the Council.

2 Application of Grant

The Organisation shall apply the Grant for the Grant Purpose and for no other purpose and will expend the Grant within the Expenditure Period unless specified otherwise on the front page of this agreement or within such extended period agreed to by the Council in writing.

3 Reporting

If provided for on the front page of this agreement the Organisation shall report in writing to the Council when the Grant has been expended and such report shall confirm that the Grant has been expended for the Grant Purpose. The Council may require the Organisation to complete a standard reporting form and may also require the Organisation to provide the Council with any information which the Council considers is relevant to the Grant including the financial statements of the Organisation.

4 Acknowledgement

In consideration of the Grant, the Organisation undertakes to actively acknowledge the support of the Council in all its correspondence, advertising or other publicity material during the Expenditure Period.

5 Refund of Grant

In the event that the Grant is not applied for the Grant Purpose for any reason or has not been expended either wholly or partially by the Organisation within the Expenditure Period or such further period agreed to by the Council the Organisation shall refund the Grant or the unexpended portion of the Grant, plus GST (if applicable), to the Council and shall in any event make such refund to the Council upon demand made by the Council.

6 Own Risk and Indemnity

The Organisation receives and expends the Grant at its own cost and risk in all respects and the Organisation shall at all times indemnify the Council against all claims made by any person in respect of any injury, loss, damage, penalties or other liabilities caused or suffered as a result of or arising out of any acts or omissions of the Organisation in the expending of the Grant.

7 Liability Insurance

The Organisation shall if required by the Council take out and keep in force for not less than the Expenditure Period or such extended or further period as required by the Council a policy of public liability insurance. Such policy shall be for not less than \$2,000,000 in respect of any one single accident or event against liability for loss, damage or injury arising directly or indirectly out of the expending of the Grant. The Organisation will supply a certificate of currency to the Council upon request.

8 **Warranty**

The Organisation warrants to the Council that the information set out by the Organisation in the application form on which the Council has relied in its decision to make the Grant is true and correct and will remain true and correct in all material respects at the time the Grant is actually expended.

9 **No Assignment**

The Organisation will undertake the expenditure of the Grant itself and will not assign or transfer the Grant or its obligations under this agreement to any third party.

10 **Statutory Compliance**

In expending the Grant, the Organisation shall comply with all statutes, regulations, bylaws and authorities applicable to the application of the Grant for the Grant Purpose. The Organisation will comply with the Health and Safety at Work Act 2015 and its regulations or any enactment in substitution.

11 **Relationship of Parties**

Nothing expressed or implied in this agreement shall constitute either of the parties the partner, agent, legal representative, employee or officer of, or as a joint venture with, the other party, and neither party shall make any contrary representation to any other person.

12 **Definitions**

In these terms and conditions capitalised words shall have the meaning as set out in the agreement to which these terms and conditions are attached and form part of.

13 **Agreement Paramount**

Any detail or provision of the agreement to which these terms and conditions are attached which is contrary to or in conflict with any provision of these terms and conditions shall prevail over these terms and conditions.

14 **Smokefree Policy**

All recipients of the Grant are required to comply with the Smokefree Kaipara Policy.