

# Mahurangi Action Plan

## Terms and Conditions of Grants

Applicants receiving funding under the Mahurangi Action Plan Grants process will be required to:

1. Undertake the project as stated in the application form and within the costs and timeframe specified, as agreed and to the satisfaction of the Auckland Regional Council (ARC).
2. Use the contractor(s) as specified in the application form(s) or quotes attached to the application form(s).
3. Grants will be uplifted within 2 years of approval, unless written agreement received.
4. Only use grants for the stated purpose and within the scope of the project.
5. Agree to allow ARC staff reasonable access to the property to check on progress with the project.
6. Keep the ARC properly informed about progress and any issues in relation to the project, and comply with any specific reporting requirements which the ARC requests regarding the project.
7. Keep accounts in accordance with generally accepted accounting practice, and in particular be able to show how grants have been or will be used, and what expenditure by item has been made.
8. Promptly repay grants to the extent any overpayment was made, or as requested by the ARC if the project is not completed as required, or this agreement is breached.
9. Not say or do anything as a representative of the ARC.
10. Appropriately acknowledge ARC funding in all publications and publicity about the project.
11. Authorise the ARC to disclose to anyone any information in relation to the project.
12. Comply with all relevant New Zealand laws, bylaws, codes and standards.
13. Promptly make good, and protect ARC from, any damage, loss or cost caused or contributed to the Grantee in relation to the project.
14. Accept that the ARC will not be liable (in contract or tort, including negligence) to the Grantee for any direct or indirect damage, loss or cost in relation to the project.
15. Planting will be undertaken in accordance with the ARC planting guide (TP148)
16. All ARC funded fencing will be 10metres from the stream, unless written permission is received from the ARC.

In return, the ARC will:

1. Pay the Grantee (to the extent agreed) but subject to compliance with the terms and conditions of this contract.
2. The ARC may suspend or cancel this contract, if:
  - (a) the Grantee is in breach, or has failed to properly or promptly perform, any of their obligations;
  - (b) the Grantee becomes insolvent or bankrupt, or is or goes into receivership or liquidation;
  - (c) any direct or indirect change of ownership of the Grantee's property occurs, unless the new owner enters into a Memorandum of Understanding with the ARC to continue and complete the work on the same terms and conditions; or
  - (d) the ARC reasonably considers that anything in relation to the project
    - (i) is bringing the Mahurangi Action Plan project or the ARC into disrepute; or
    - (ii) has become undesirable in light of the objectives of the project and the ARC