GRANT FUNDING
TERMS AND CONDITIONS

Community Grants Programme | Taupō District

Important: These Terms and Conditions apply to every grant approved by Craters of the Moon (2024) Trust. Acceptance or use of grant funds confirms the recipient's agreement to comply with them and with any additional conditions stated in the approval letter or funding agreement.

1. Purpose and application

Craters of the Moon (2024) Trust (CMT) provides grants for projects and activities that align with the Trust's charitable purposes and provide a clear benefit to the Taupō District community. These Terms and Conditions govern the acceptance, use, monitoring and accountability of grant funding.

- Submitting an application does not guarantee funding.
- Trustees may approve, decline, partially fund, defer or request further information about an application.
- An approval may include project-specific conditions. Those conditions form part of these Terms and Conditions.

The charitable purposes of the Trust are to promote and advance purposes beneficial to the community in order to:

- Provide protection against theft and vandalism to persons and their transport visiting Craters of the Moon Geothermal Areas and its associated carpark and the larger Wairakei Tourist Park area of Wairakei.
- Provide tourist information to visitors in the areas stated above.
- Generally, promote Craters of the Moon Geothermal Area and Larger Wairakei Tourist Park.
- Provide information to Tourists as to the activities within Craters of the Moon and larger Tourist Park area, including various flora and fauna and geothermal attributes.
- Provide information to tourists and assist tourists concerning the Taupo District.
- Carry on any other objects, which may which may seem to the board capable of being conveniently carried on in connection with the above objects or calculated directly or indirectly to advance the objects of the board or any of them.

Promote and advance education, physical wellbeing, arts and culture which promote and advance purposes beneficial to the community in the Taupo and/or surrounding regions. These purposes may be carried out by the following activities:

- The provision of resources, facilities or funding to kindergartens, schools and other educational institutions.
- The provision of education related scholarships, grants or prizes.
- The provision of assistance to other organisations to improve educational, wellbeing or cultural outcomes and the protection of flora and fauna and all endemic species.
- Improvements of public amenities including public halls, libraries, museums, galleries, theatres, parks and gardens, sporting and pool facilities of a similar nature.
- Fostering, facilitating and or promoting of arts and culture and sporting organisations.

2. Definitions

For these Terms and Conditions:

- CMT means Craters of the Moon (2024) Trust.

- Applicant means the organisation applying to CMT for grant funding.
- Recipients mean an organisation or individual approved to receive grant funding from CMT.
- Grant means funding approved by CMT.
- Project means the activity, programme, service, initiative or purpose approved for funding.

3. Applicant eligibility and authority

- The applicant must be a legally constituted, not-for-profit organisation, recognised educational institution, or another organisation or an individual specifically accepted by CMT.
- The applicant must operate within the Taupō District and be based within the Taupo District Council's area and demonstrate a clear benefit to the Taupō District community. Applications from Reporoa may be considered case by case where a clear Taupō District benefit is demonstrated.
- The application must be authorised by the applicant's governing body and signed by authorised representatives.
- The applicant must be able to receive and account for the grant through an organisation bank account, or through a fundholder arrangement approved by CMT.

4. Accuracy and disclosure

- All information supplied to CMT must be complete, accurate and not misleading.
- The applicant must promptly tell CMT about any material change affecting the application, organisation, project, budget, timetable, delivery capability or expected outcomes.
- The applicant must disclose all other confirmed or proposed funding for the same project or purpose.

5. False information, misrepresentation and fraud

If an applicant or recipient provides information that is false, misleading, incomplete or materially inaccurate, CMT may decline the application, cancel or suspend the grant, require repayment of all or part of the funding, and decline future applications from the organisation.

- CMT may refer suspected fraud or unlawful activity to the appropriate authorities.

6. Acceptance and payment

- Funding is not confirmed until CMT issues written approval and all stated conditions have been met.
- CMT may require a signed funding agreement, verified bank details or further documentation before payment.
- If approved funding is not uplifted within six months of approval, the approval may lapse unless CMT agrees otherwise in writing.
- CMT may pay a grant in one payment or instalments and may withhold payment until required conditions or reporting obligations are met.

7. Permitted use of grant funds

- Grant funds must be used only for the purpose, activities, costs, budget and timeframe approved by CMT.
- The recipient must obtain CMT's prior written approval before changing the project scope, use of funds, material budget items, delivery timeframe or intended outcomes.
- Grant funds must not result in private pecuniary profit, commission, procurement fee, rebate or other undue personal benefit to an applicant, officer, trustee, employee, supplier or related party.
- Where total funding received for the same purpose exceeds the actual eligible cost, the amount attributable to the CMT grant must be repaid unless CMT approves another treatment in writing.

8. Costs and activities not normally funded

- Activities already completed, goods or services purchased before the application date.
- Activities primarily providing commercial gain or undue private benefit.
- Professional sports people or professional teams.

- Affiliation or registration fees; social events, trips or family reunions; entertainment, food or refreshments; vehicle costs mainly related to social or non-community use; and prizes, trophies, raffles or fundraising incentives.
- Any activity inconsistent with CMT's charitable purposes or the approved funding purpose.

9. Conflicts of interest and related parties

- The applicant and recipient must disclose any actual, potential or perceived conflict of interest connected with the application, project, supplier, contractor, CMT Trustee, CMT staff member or related party.
- The disclosure must be made as soon as the conflict is known and before the relevant commitment or expenditure is made.
- CMT may impose conditions, require an alternative procurement process, withhold approval, or recover funding where a conflict has not been appropriately disclosed or managed.

10. Procurement and supporting evidence

- Normally, two current quotes must be provided for goods or services for which funding is sought, unless CMT accepts that obtaining two quotes is not reasonably practicable.
- Quotes should be addressed to the applicant where possible and include sufficient supplier and pricing details for CMT to assess the proposed cost.
- The recipient must use reasonable care when selecting suppliers and must be able to demonstrate that expenditure represents appropriate value for money.
- The applicant must provide documentation showing that all necessary consents have been obtained.

11. Accountability and reporting

The recipient must submit an accountability report by the date stated in the approval letter or funding agreement. Unless another date is approved in writing, the report is due within six months after payment of the grant.

- The report must explain how the funds were used, what activities were completed, the outcomes and community benefits achieved, and any significant changes or challenges.
- Financial summary should include evidence of invoices, receipts, bank records, photographs, attendance information, promotional material or other evidence appropriate to the grant.
- Failure to account for a previous grant may affect eligibility for future funding.

12. Monitoring, audit and record retention

- CMT may request progress updates or additional information, review supporting records, conduct a site visit, or otherwise monitor the funded project.
- The recipient must cooperate with reasonable monitoring or audit requests and provide access to relevant records.
- The recipient must retain financial and project records relating to the grant for at least seven years.

13. Unspent funds, breach and recovery

- Unspent, uncommitted, incorrectly spent or unaccounted-for funds must be returned to CMT unless another use or timeframe is approved in writing.
- CMT may suspend, reduce, withhold or cancel funding, require repayment of all or part of a grant, or decline future applications where these Terms and Conditions or project-specific conditions are not met.
- CMT may seek immediate repayment where funding was obtained through false, incomplete or misleading information, used improperly, or used for an unapproved purpose.
- Before taking recovery action, CMT may request an explanation or corrective action, unless the circumstances require immediate action.

14. Publicity and acknowledgement

- Where reasonably requested, the recipient must acknowledge CMT's support in project communications or promotional material.
- The recipient must obtain all necessary permissions before providing photographs, stories, personal information or other material to CMT for reporting or promotional use.
- Subject to applicable privacy requirements and any agreed confidentiality restrictions, CMT may publish the recipient's name, approved funding amount, project description, project outcomes and community benefits for governance, accountability, annual reporting and promotional purposes.

15. Privacy and information management

CMT may collect, hold and use information supplied through the application and grant-management process for administration, assessment, decision-making, payment, monitoring, audit, evaluation and reporting. Personal information will be handled in accordance with applicable New Zealand privacy requirements.

- Applicants and recipients must ensure they are authorised to provide personal information about other people.
- CMT may retain applications, decisions, payment records, conflict declarations and accountability material for governance, audit and record-keeping purposes.

16. Health and safety and insurance

- The recipient is responsible for complying with all applicable health and safety requirements and for ensuring that funded activities are planned and carried out safely.
- Where reasonably requested, the recipient must provide CMT with relevant health and safety plans, risk assessments, permits, consents or evidence of compliance.
- The recipient must obtain and maintain insurance appropriate to the nature and risk of the funded project, where appropriate including public liability, professional indemnity or property insurance where required by the trust.
- CMT may request reasonable evidence of current insurance cover.

17. Liability and responsibility

- The recipient is responsible for project delivery, legal compliance, health and safety, insurance, employment obligations, permits, consents and contractual arrangements connected with the project.
- CMT's approval or monitoring of a grant does not make CMT responsible for managing or delivering the project.

18. Changes, notices and governing law

- Any request to vary an approved grant must be made to CMT in writing and is not effective until CMT confirms approval in writing.
- Notices and reports must be sent using the contact details specified by CMT in the application material, approval letter or funding agreement.
- These Terms and Conditions are governed by New Zealand law.

19. Trustee discretion

Subject to the Trust Deed, CMT's charitable purposes, these Terms and Conditions and applicable law, the Trustees retain discretion regarding the approval, amount, timing and project-specific conditions of any grant.

- Nothing in these Terms and Conditions creates an entitlement to funding or requires CMT to approve a future application.

20. Recipient acceptance

By signing below, the recipient confirms that the recipient has authority to accept the grant, has read and understood these Terms and Conditions, and agrees to comply with them and with any additional conditions notified by CMT.

Organisation/ Individual	
Authorised representative	
Position	
Signature	
Date	

Document control

Document title	Grant Funding Terms and Conditions	**Status**	Final
Document owner	Trustees	**Version**	2.1
Prepared by	Pip Dixon	**Approved by**	Peter Cush
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