

TERMS & CONDITIONS – The Auckland Council Fund

1. Grant projects must be within registered QEII covenants in the Auckland Region and must be consistent with the objectives, restrictions, and obligations of those covenants.
2. Grant applications must not be for works required by a resource consent, Overseas Investment Office condition, or similar requirement.
3. Any exceptions to these Terms and Conditions will only be valid if agreed in writing by both parties. Exceptions are at QEII's sole discretion.
4. Grant applications must comply with all requirements of the application form.
5. Grant applications must include a one-third financial or in-kind contribution towards total project costs.
6. QEII has absolute discretion to approve or decline any grant application.
7. Grants will not be awarded for covenant fencing maintenance, replacement, repairs, or similar work. Fence upgrades (e.g. deer netting) are eligible.
8. Grants will not be awarded for any retrospective activities or transactions already incurred prior to grant application.
9. Any planting work carried out as part of grant projects must use eco-sourced site-appropriate indigenous species from the same ecological district as the covenant in which they are being planted (see QEII's [guidelines on eco-sourcing](#)).
10. QEII is not responsible for any project costs that exceed budgets in grant applications, or for securing any third-party contributions.
11. If there is a difference in budget, project description, or otherwise between a funding agreement and an application, the funding agreement will prevail.
12. Recipients are responsible for the financial or in-kind contributions set out in the budget in the funding agreement.
13. QEII may withhold or withdraw funding, and may seek reimbursement of funds, if:
 - a. Grant funds are spent other than as set out in this agreement.
 - b. Recipients fail to make contact regarding the grant for over 12 months.
 - c. Grant funds are not spent within 12 months (unless an extension request has been approved).
 - d. A project is unable to be completed.
 - e. QEII reasonably considers that a recipient has brought QEII into disrepute.
 - f. Recipients become insolvent or bankrupt, or is in receivership or liquidation.
 - g. Recipients breach any of these terms and conditions.
14. If total project costs are less than the total cost outlined in the budget in a funding agreement, actual costs will be shared between QEII and recipients in the same ratio as outlined in that budget.
15. If total project costs are less than any QEII grant payments made in advance, recipients will return unused funds to QEII.
16. No party is liable for failure to perform obligations under this agreement if such failure is a result of an unforeseeable circumstance preventing fulfilment of the obligations, including events such as fire, flood, earthquake, storm, or other such natural disaster.

17. Upon project completion, recipients will provide QEII a final project report on the approved template, and before & after project photos.
18. QEII will not pay final invoices for grant projects until final project reports are received.
19. QEII may share project information for promotional purposes or for purposes related to this funding agreement. Project information includes covenant biodiversity information, photos, material submitted with applications, and project reports. Information may be shared via QEII's *Open Space* magazine, website, or social media channels. QEII will securely store all information provided by the recipient. QEII's privacy policy can be found [on our website](#).
20. QEII may share grant recipients' property information, including addresses, with Auckland Council.
21. QEII will deal with any release of information in accordance with the purposes and principles of the Official Information Act 1982 and the Privacy Act 1993.
22. Recipients will ensure that projects comply with the laws of New Zealand.
23. No partnership, joint venture, principal/agent, or employer/employee relationship exists between QEII National Trust and a recipient in relation to the grant project.
24. Recipients shall ensure all resource consents or other permissions required from any responsible authority are obtained prior to the commencement of projects and will comply with any such consents.
25. Recipients will acknowledge QEII National Trust and The Auckland Council Fund in any publicity resulting from grant projects.
26. The parties will act in good faith and attempt to resolve any dispute related to this grant by meeting within 10 working days of one giving the other written notice of the dispute. If the dispute is not resolved, it will be submitted to arbitration in accordance with the Arbitration Act 1996.
27. The funding agreement and any attachments records the entire agreement between the parties.
28. QEII is committed to a positive health and safety culture. The wellbeing of persons involved in the grant projects is fundamental to the success of the grant project.
29. Recipients must ensure that projects comply with the Health and Safety at Work Act 2015 (HSWA), including applicable regulations, codes of practice and industry best practice and associated HSWA legislation.
30. Where practicable, recipients must ensure that site and project-specific safety plans (identifying all persons, hazards, risks, and control measures etc.) are in place prior to project commencement. QEII may request a copy of these plans at any time.
31. Recipients must ensure that all contractors, sub-contractors and/or volunteers involved in the project comply with and cooperate in all health and safety obligations. Where multiple Persons Conducting a Business or Undertaking (PCBU) are engaged, all PCBUs must consult, cooperate, and coordinate with each other about health and safety matters prior to, and throughout the project.
32. During the Term the recipient will notify to WorkSafe NZ and QEII all notifiable events occurring during delivery of the Services within the timeframe and in accordance with the requirements of the HSWA. Where a notifiable event has been notified to WorkSafe NZ but not reported to QEII, the recipient will ensure it includes a summary of that notifiable event in the next available progress report submitted by the Recipient to QEII.
33. If, at any stage during the project, QEII observes activities or procedures that do not comply with the safety plan or that expose any person to undue risk, QEII may issue a 'Stop Work' notice to recipients, which recipients must comply with.