Fund Eligibility

Applicants please note

The Kaupapa Māori Legacy Event Fund is a joint initiative, administered by Tauranga City Council on behalf of TECT Community Trust, Bay Trust and Tauranga City Council.

The fund is committed to support recurring events that:

- celebrate Tauranga Moana tangata whenua;
- promote and share tikanga Māori; and
- raise awareness to events of historical and/or cultural significance to Tauranga Moana.

It is crucial that you check your event against each eligibility criteria before you complete an application for funding. If you have any questions please refer to the <u>guidelines</u> or email kaupapafund@tauranga.govt.nz

Organisation Details

* indicates a required field

Organisation * Organisation Name	
Legal entity name	

Applicant NZ Charity Registration Number (CRN)

The Charity Registration Number provided will be used to look up the following information. Click Lookup above to check that you have entered the Charity Registration Number correctly.

New Zealand Charities Register Information
Charity Registration
Number
Organisation Name
Other Names
Status
Street Address
Postal Address
Telephone
Fax
Email
Website

Date Registered			
Must be formatted correct	tly.		
Applicant NZBN			
The NZBN provided wil check that you have er			. Click Lookup
New Zealand Companies	Register Information		
NZBN			
Entity Name			
Registration Date			
Entity Status			
Entity Type			
Registered Address			
Office Address			
Must be formatted correct	tly.		
Primary Contact *			
First Name	Last Name		
Role *			
Contact Phone Numl	her*		
Contact I none Italii	JC 1		
Must be a New Zealand p	hone number.		
Email *			
Must be an email address			
Must be all elliali address			
Address * Address			
Suburb/Town, State/Provi	nce, Postcode, and Coun	try are required.	
Event/Organisation \	Website		

above to

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Briefly describe your experience in delivering events. *

Word count: Must be no more than 150 words.	
Experience with previous events etc.	
Applicant Primary Bank Account * Account Name	
A consist Niverbox	
Account Number	
Must be a valid NZ account format: 00 / 000 / 000	0000 / 000
Bank Deposit Slip * Attach a file:	
Please upload an image of your bank deposit slip	
Is your organisation registered for GST?	
○ Yes	○ No
Frank Data II.	
Event Details	
* indicates a required field	
* indicates a required field Event name *	
	End Date *
Event name *	End Date *
Event name *	End Date * Must be a date.
Event name * Event start date *	
Event name * Event start date *	
Event name * Event start date * Must be a date.	
Event name * Event start date * Must be a date.	
Event name * Event start date * Must be a date.	
Event name * Event start date * Must be a date. Event time(s) *	Must be a date.

Which month does t	he event primarily o	ccur in? *	
Event venue *			
Event suburb *			
Frequency of event O Annual	Biennial		Other:
Short event descript	tion *		
Word count: Must be no more than 15 Outline your event conce		nment etc	
How many years has	s the event taken pla	ace in Tauranga	n? *
Must have been operatin	g for at least one year in	Tauranga before th	e application is submitted
Expected attendanc	e?		
Let us know predicted nu	mbers for event staff and	I volunteers if you I	nave this information.
Financial			
* indicates a required	field		
Amount of funding r	•	-	
Must be a whole dollar ar	mount (no cents) and no i	more than 15000.	
How do attendees a ○ Free entry	ccess the event? * O Ticketed	Participant efee	ntry 🔾 Koha/donation
Is this funding appli event?	cation request for o	ne, two or three	e years of funding for the

What is the average entry fee? *
Must be a dollar amount.
Event Budget
Create and attach a budget with projected income and expenditure for your event. Include confirmed and potential sponsors (both cash and in-kind).
You can either use your existing budget or our <u>event budget template</u> .
Please attach event budget * Attach a file:
A minimum of 1 file must be attached.
Has your organisation received funding from council in the last three years? ○ Yes ○ No
If your funding application is unsuccessful, will the event proceed? * O Yes O No
Event Benefits
* indicates a required field
Describe the community and tangata whenua benefits that the event provides for Tauranga Moana *
Word count: Must be no more than 150 words. e.g. social and economic benefits.
Is the event primarily youth focused? * O Yes e.g. 12 - 24 years old
Values
Our funding is heavily weighted towards our <u>values</u> and we therefore recommend that all

applicants take the time to meaningfully address this section of the application.

Describe how the event will deliver on our three funding values.

Safety *
Word count:
Must be no more than 150 words. Include approach to Covid-19 planning.
Inclusivity *
Word count: Must be no more than 150 words.
Environmental kaitiakitanga (guardianship) *
Word count: Must be no more than 150 words.
Letter of support
Attach written endorsement in support of and outlining involvement in the event from
the current Chairperson or Senior Executive (ie CEO/General Manager) of the lwi, Hapu o Marae.
Please attach any supporting documents Attach a file:
We recommend that you keep files to a maximum of 5MB each.
Declaration
* indicates a required field
Conflict of Interest
Do you have any perceived or actual conflict of interest (with Tauranga City
Council, TECT Community Trust and Bay of Plenty Community Trust Inc) with
regards to the proposed event? * O Yes O No
e.g. a member of the event planning team works for one of those entities.

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Describe the conflict of interest below *	
Word count:	
Must be no more than 100 words.	

Terms and Conditions

- 1.The Applicant acknowledges the following.
 - 1. The Kaupapa Māori Legacy Event Fund ("Fund") is a collaboration between Tauranga City Council ("TCC), TECT Community Trust ("TECT") and Bay of Plenty Community Trust Inc ("BayTrust") (together, the "Fund Contributors") to provide a co-ordinated approach to the support of community events in Tauranga which celebrate tangata whenua and/or mana whenua, promote and share tikanga Maori and bring awareness to events of historical significance for Tauranga Moana Maori.
 - 2.TCC is responsible for the administration of the Fund and is the primary point of contact for applicants to the Fund.
- 2. The Applicant agrees that the information provided in the application form ("Application") is true, correct and complete and that it is authorised to submit the Application.
- 3.The Application, these Terms and Conditions and TCC's written confirmation of any funding shall constitute one document ("Agreement"). The Agreement will be binding once it is signed by both the Applicant and TCC as the administrator of the Fund.
- 4.Funding is approved at the amount specified in writing by TCC ("Approved Grant") in return for the deliverables outlined in the Agreement.
- 5. Where the Approved Grant is:
 - 1.less than \$1,000 (exclusive of GST), TCC will pay 100% of the Approved Grant in one lump sum prior to the event; and
 - 2.\$1,000 or greater (exclusive of GST), TCC will pay 50% of the Approved Grant prior to the event and 50% on TCC's receipt of a satisfactory post-event report from the Applicant. The Applicant will invoice TCC within two months of the event occurring, or no later than 30 June following the event, whichever may occur first.

Payments will be made on the 20th day of the month following receipt of a valid tax invoice from the Applicant. The invoice(s) must include a purchase order number provided to the Applicant by TCC.

- 1.Any funding received by the Applicant from the Fund must be used for the purpose for which it was given (as set out in the Application).
- 2. The Applicant acknowledges that it is not entitled to apply for any future funding from the Fund until it has submitted a satisfactory post-event report for any previous event(s) where the Applicant has received funding from the Fund.
- 3.The Applicant authorises each of the Fund Contributors to promote their involvement in the event at their discretion. In addition, the Applicant must provide TCC, where reasonably practicable, with a selection of high-resolution images and/or video content of the event. The Fund Contributors may use this material for the sole purpose of promoting the event in advance and retrospectively through their online channels including, without limitation, websites, social media and e-newsletters.

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- 4.The Applicant will acknowledge the Fund as a sponsor or "partner" of the event (whichever is more appropriate as mutually agreed between the Applicant and TCC), in any event related marketing, publicity or communication collateral (including media statements and press releases). In addition, where reasonably practicable, the Applicant will do the following.
 - 1.Include the Fund Contributor's logos (which will be provided to the Applicant) on all collateral where event sponsors/partners are represented.
 - 2.Utilise the Fund Contributor's logos on branded event signage at the event (including both the Applicant's own event signage and Fund sponsor signage provided to the Applicant for use at the event) (e.g. tear drop flags, corflute signs, marquees, banners).
 - 3.Acknowledge the Fund as a sponsor/partner in verbal public announcements at the event.
 - 4.List the event on MyTauranga (mytauranga.co.nz).
- 5.In instances where the Fund's sponsor signage (e.g. tear drop flags, corflute signs, marquees, banners) is damaged and/or lost whilst in the possession of the Applicant, any costs associated with replacing or fixing the signage may be passed onto the Applicant.
- 6.The Applicant will deliver to TCC a post-event report within four weeks of the conclusion of the event, specifying attendance numbers, audience demographics (e.g. age, visitors vs locals) if known, any general audience feedback or survey results, any significant learnings or successes, a review on how the event delivered on the values and priorities outlined in the Application, an evaluation of other benefits the event delivered for Tauranga (if any), a media coverage and publicity summary (e.g. links to news articles, website traffic data etc), high-resolution images and/or video content of the event (for use in accordance with clause 8) and a profit and loss report (with financial income and expenditure).
- 7.In instances where the event is scheduled to take place on public open space, the Applicant acknowledges that receiving financial support from the Fund does not guarantee that the Applicant will receive 'event approval' from TCC to proceed with the event. The Applicant accepts that it must comply with all conditions required of the Applicant through the 'event approval' process, as coordinated by the Event Facilitation team at TCC.
- 8.The Applicant must meet any conditions imposed by TCC from time to time, in relation to event funding and the Application.
- 9. The Applicant is solely liable for all of its debts, losses and expenses arising out of the Applicant's entry into the Agreement and delivery of the event.
- 10. The Applicant will not do anything or engage in any activity that will impact adversely on the reputation or business of any of the Fund Contributors or the Fund.
- 1All intellectual property provided by TCC to the Applicant in relation to the Agreement will remain the property of TCC or the Fund Contributors (as applicable). The Applicant will have a non-exclusive, non-transferable, royalty-free licence to use such intellectual property only to the extent set out in the Agreement. Except as expressly provided in the Agreement, nothing contained in the Agreement will be deemed to grant the Applicant any right or licence in respect of TCC's or the Fund Contributors' intellectual property at any time.
- 17.he Applicant indemnifies each of the Fund Contributors and will keep each of the Fund Contributors indemnified in respect of any action, claim, loss, cost, liability, damage or expense, including legal costs on a solicitor/client basis, incurred by any of the Fund Contributors by reason of the Applicant's breach of the Agreement.
- 1As the administrator of the Fund, TCC may terminate the Agreement, and may require all or part of any funding paid under the Agreement to be returned and any future payments cancelled, if the Applicant, or its representatives, do not fulfil their obligations under the Agreement (e.g. the event is cancelled in whole or part or postponed to a

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date not agreed in advance in writing by TCC; the event is materially modified (as determined by TCC in its sole discretion); the Applicant becomes bankrupt or insolvent or the ownership of the event changes; the Applicant does something or fails to do something that, in TCC's opinion, results in damage to the reputation or business of any of the Fund Contributors or the Fund; the Applicant has a conflict of interest that in TCC's opinion will impact adversely on the event, the Fund or any of the Fund Contributors).

14The Applicant confirms that:

- 1.it has obtained all authorisations and consents and has done all things necessary in order to enter into the Agreement and to enable it perform its obligations under the Agreement;
- 2.it is not aware of anything which will, or might be reasonably expected to, prevent or impair it from performing all of its obligations under the Agreement; and
- 3.the provision of the information in the Application and the holding of the event will not breach the intellectual property rights of any third party.

15n planning and delivering the event, the Applicant agrees to comply with:

- 1.all applicable New Zealand legislative requirements, regulations, bylaws, and government decrees (including, without limitation, the requirements of the Health and Safety at Work Act 2015 and all COVID-19 Protection Framework (traffic light setting) guidelines and requirements); and
- 2.industry best practice.
- 16.he provision of the Approved Grant to the Applicant is subject to the event being able to be delivered under COVID-19 Protection Framework (traffic light setting) restrictions (or their equivalent, as applicable from time to time). If the event is unable to proceed for COVID-19 related reasons (whether they be voluntary or mandated), or the event is materially altered to adapt to the applicable COVID-19 Protection Framework (traffic light setting) (or equivalent) restrictions, then TCC may (in its sole discretion) require the Approved Grant to be returned. Please refer to the COVID-19 cancellation policy on TCC's website for more information.
- 1 All information disclosed by the Applicant to TCC in the Application, will be treated as confidential information, and TCC will not disclose any confidential information belonging to the Applicant without the Applicant's consent except:
 - 1.to the extent as may be reasonably necessary for TCC to administer the Application and any Approved Grant;
 - 2.to TCC's professional advisers for the purpose of obtaining their advice;
 - 3.where the confidential information is already in the public domain, other than as a result of a breach of the Agreement; or
 - 4.where disclosure is required by law (including, without limitation, under the Local Government Official Information and Meetings Act 1987).

The Applicant authorises each of the Fund Contributors to publish the amount of funding granted to the Applicant from the Fund on their websites.

- 1.TCC will comply with its obligations under the Privacy Act 2020 in relation to any personal information obtained by TCC in relation to the Agreement.
- 2.Except as otherwise expressly provided, the obligations of TCC under the Agreement are obligations of TCC in its capacity as a contracting party. TCC has certain regulatory and statutory functions, responsibilities and obligations in its capacity as a local authority outside of the Agreement. TCC shall be deemed not to be acting in the capacity of a contracting party under the Agreement when exercising these functions, responsibilities and obligations.
- 3.Except as otherwise set out in the Agreement, any benefit under the Agreement in favour of two or more persons is for the benefit of them jointly and each of them individually.

4.Clauses 8, 9,10, 15, 16, 17 and 22 are for the benefit of TECT and BayTrust pursuant Part 2, Subpart 1 of the Contract and Commercial Law Act 2017.

Acknowledgement and Privacy Authorisation Act

The Applicant acknowledges and agrees the following: *
☐ The Applicant has reviewed the eligibility criteria for the Kaupapa Māori Legacy Event
Fund ("Fund") and is permitted to apply.
☐ The information provided in the application form is true, correct and complete.
☐ The Applicant is authorised to submit this application form and agrees that any funding
received from the Fund will be used for the event/initiative for which it was approved.
☐ This application form contains information which Tauranga City Council, TECT
Community Trust and Bay of Plenty Community Trust Inc (together, the "Fund Contributors")
may hold about the Applicant now and in the future.
☐ The Applicant authorises the Fund Contributors to use the information contained in this
application form for the purposes of administration and promotion of the Fund.
☐ Any decision made by the Fund Contributors in relation to the Applicant's application for
funding is final.
☐ Should the Applicant's application for funding be successful, the Applicant will be bound
by the Terms and Conditions of funding set out in the Declaration section. By submitting
this application form, the Applicant confirms that it has read and agrees to the Terms and
Conditions of funding set out in the Declaration section.
At least 7 choices must be selected.