



ACCOUNTABILITY AGREEMENT

between

INVERCARGILL CITY COUNCIL

and

HERITAGE SOUTH

THIS AGREEMENT is dated the 26 January 2023.

BETWEEN **INVERCARGILL CITY COUNCIL** (the Council)

AND **HERITAGE SOUTH**
(The Organisation)

THE PARTIES AGREE:

1. TERM

1.1 This Agreement shall be for the period of twelve (12) months commencing from 1 July 2022 and terminating on 30 June 2023.

2. PERFORMANCE OBJECTIVE

2.1 To promote and support the built heritage of the city centre during Heritage Month to the benefit of residents and visitors.

3. FUNDING

3.1 The Council shall provide to the Organisation a donation of \$3,000.00 towards Heritage Month events.

3.2 This donation is an unconditional gift of money for the purposes of the Goods and Services Tax Act. If the Heritage South is registered for GST then the Council believes that you do not need to account for GST on receipt of this unconditional donation. If you require any clarification on this point, then please contact either our Heritage Liaison or seek professional advice.

3.3 The donation will be paid as one payment following the receipt of an invoice for the \$3,000.00.

4. THE ORGANISATION'S OBLIGATIONS

4.1 The Organisation agrees to implement and achieve the following key outcomes:

- Offer content that is applicable to owners of heritage buildings in the city centre.
- Increase awareness of built heritage in the city centre.
- Ensure at least 10% of Heritage Month scheduled events/content include topics relevant to built heritage in the city centre.

5. THE COUNCIL'S ROLE

- 5.1 The Council nominates the Invercargill City Council Planner - Heritage and Urban Design as the liaison person for any issues related to the performance of this agreement.
- 5.2 The liaison person (or a person nominated by the liaison person) may assume an observation role throughout the period of agreement delivery.

6. REPORTS

- 6.1 The Organisation shall produce for the Council their annual report and accounts prepared in accordance with the applicable standard (either being the International Financial Reporting Standards or International Public Sector Accounting Standards) within three months of the end of the Organisation's financial year.
- 6.2 The Organisation shall provide to the Council a written report detailing how it has met its obligations under section 4.1 of this Agreement, and outlining how the Invercargill City Council's donation has assisted in achieving the Organisation's outcomes.

7. VARIATION OR MODIFICATION

- 7.1 No oral or written modification or variation of this agreement shall be of any force or effect until such modification or variation is in writing and executed by both the Council and the Organisation.

8. ENTIRE AGREEMENT

- 8.1 This agreement constitutes the entire agreement between the Council and the Organisation with respect to the matters dealt with in this agreement and supersedes all or any prior oral or written understanding, representations or commitment of any kind; express or implied.

9. **INDEMNITY**

The Organisation agrees to indemnify the Council against:

- (a) Any loss suffered by the Council which may arise out of or in consequence of the performance of and delivery of Heritage South's activities.
- (b) Any liability incurred by the Council in respect of injuries to persons or damage to property which may arise out of, or be a consequence of the personal performance and delivery of Heritage South's activities.
- (c) Any costs the Council may incur in respect of that loss or liability.

Invercargill City Council
Civic Administration Building
101 Esk Street
INVERCARGILL 9840

Heritage South
PO Box 1012
INVERCARGILL 9840

SIGNED for and on behalf of)
Invercargill City Council by)
Jonathan Shaw)
Manager – Planning and Building
Services)

(Date)

SIGNED for and on behalf of)
Heritage South)

(Date)