

## 1.0 Purpose

This policy sets out Grassroots Trust Limited’s grant decision-making criteria.

As a corporate society that operates to distribute net proceeds to the community, Grassroots Trust Limited must, at least annually, review the criteria, methods, systems, and policies it uses for consideration of applications for the distribution of net proceeds (section 109, Gambling Act, 2003). The results of the review must be advertised via Grassroots Trust Limited’s website.

## 2.0 Revision History

Date	Revision No.	
March 2012	1.0	New Document – Grants Policy
March 2014 – 2019	1.1	Annually Reviewed
October 2019	1.7	Additional clauses 4.4.4, 4.11.13 & 4.12.2
March – June 2020	1.8-1.9	Annual Review

## 3.0 People/Areas Affected

- Members of the Board of Directors
- All employees/contractors working for or on behalf of Grassroots Trust Limited
- Grant Applicants/Recipients
- Department of Internal Affairs

## 4.0 Policy

### 4.1 Compliance

Grassroots Trust Limited will comply with all aspects of the Gambling Act 2003.

### 4.2 Authorised Purpose

4.2.1 Grants will only be made in accordance with Grassroots Trust Limited’s authorised purpose.

4.2.2 Grassroots Trust Limited is authorised to operate gaming machines to raise money for the following authorised purposes:

- Any charitable purpose;
- Any non-commercial purpose that is beneficial to the whole or a section of the community.

- 4.2.3 The above authorised purposes includes (but are not limited to):
- a. The promotion and development of amateur rugby union football, within rugby provincial unions and clubs affiliated to the New Zealand Rugby Football Union Incorporated that are deemed to have subscribed to and be bound by the constitution and rules of the New Zealand Rugby Football Union Incorporated.
  - b. The promotion and development of any other amateur sport through direct support of amateur sporting bodies. Grants are only issued to sporting bodies that are formally established and/or legally constituted;
  - c. Promotion and development of community organisations which are established for charitable, educational or cultural purposes beneficial to the community or a section of it or any other purpose beneficial to the community or a section of it.

4.2.4 Grants will not be made for the purpose of stake money for any types of races.

#### **4.3 Decision by Net Proceeds Committee**

4.3.1 The Grassroots Trust Limited Board of Directors acts as the net proceeds committee responsible for distributing net proceeds for authorised purposes as specified in clause 4.2.

4.3.2 The Grassroots Trust Limited Board of Directors meet at least monthly; in person or by other means, to consider compliant grant applications.

4.3.3 Complete funding applications received by the last day of the month will be tabled at the grants meeting held during the following month. Any applications received after that date will be carried forward to the next meeting. Applicants will be notified of the outcome of the grant application, by email by the end of the month in which it was tabled at a Board meeting. All funding results will be published on Grassroots Trust Limited's website.

4.3.4 All final funding decisions are made by a quorum of at least three members of Grassroots Trust Limited's Board of Directors.

4.3.5 Grant applications found to be non-compliant will not be approved. In this context, "non-compliant" means, grant applications that:

- a. do not contain all the relevant information;
- b. are retrospective;
- c. do not comply with Grassroots Trust Limited's authorised purpose; or
- d. where the applicant has received full funding from other source(s).

4.3.6 Non-compliance is determined by Grassroots Trust Limited's contractors, based on the information supplied and independent checks undertaken.

4.3.7 An application for funding is considered "retrospective" if the applicant has made payment on the goods and services that are subject to the grant application, prior to approval of the grant application by Grassroots Trust Limited's Board of Directors.

#### **4.4 Grant Applications**

4.4.1 Grants will not be approved unless the application is completed in full through Grassroots Trust Limited's online application form and includes (but is not limited to):

- a. The applicant's name and contact details.
- b. The type of organisation i.e. school, charity, incorporated trust, incorporated society or affiliated sports or community group.
- c. The applicant's incorporation number (or affiliates incorporation number if the applicant is not registered).

- d. An affiliation letter dated within the last 12 months (affiliated sports or community groups only).
- e. The specific purpose for the grant application.
- f. The total amount of money sought.
- g. For project / activity costs, at least two quotes as evidence of the total amount sought. This includes a preferred supplier quote and a competitive supplier quote or a market appraisal/valuation confirming that the total amount sought is reasonable.
- h. For operational costs, the previous three months' worth of operational invoices (seasonal sports groups can provide invoices for the same timeframe the previous year).
- i. For salary / wage contributions, a signed copy of the employees' contract and job description.
- j. Confirmation as to whether the applicant has applied for the same specific purpose from another source.
- k. A Chair or Secretary signed resolution approving the application which includes the name of the Trust (Grassroots Trust), the purpose and the amount being applied for. The resolution must also include the date of the meeting where the application was discussed, a list of those committee/executive members who were present and those that were noted as apologies, and if a key person conflict is noted, that this key person abstained from all discussion regarding this application.
- l. Whether the applicant is registered for GST and, if so, its GST number.
- m. The applicant's bank account details including a pre-printed deposit slip, or bank generated account details verified by the bank.
- n. A declaration by two authorised signatories\* confirming that:
  - The information provided in the application is true and correct to the best of their knowledge.
  - They have the authority to make the application on behalf of the applicant.
  - The application has not been completed by a person who has any management or ownership interest in a Grassroots Trust Limited venue that hosts gaming machines ("a gaming machine venue key person").
  - When any grant money is obtained, the persons who decides how that money is spent will not be a Grassroots Trust Limited gaming machine venue key person.
  - If for any reason funds granted are required to be refunded to Grassroots Trust, that the applicant will be liable for any debt collection costs incurred.
  - They have read, understand, and agree to adhere to the Conditions for Allocation of Funds, Audit and Inspection Requirements, Privacy Act Declaration and the Consent to Audit.
  - That they agree to allow Grassroots Trust the use their Organisations' name, logo, and images; associated with the activity or project the grant would be supporting.
- o. Current photo identification of both authorised signatories in the form of a New Zealand drivers license (both sides) or a New Zealand passport.

4.4.2 All applications will be assessed using Grassroots Trust Limited's internal Grant Compliance Process.

4.4.3 Grassroots Trust Limited or employees/contractors working on behalf of the Trust may at any time request further documentation to ensure an application is compliant.

\*An authorised signatory is a person elected or appointed by the Applicant in accordance with their Constitution to act and sign documentation on behalf of the entity. One of the signatories may be a Chief Executive Officer provided that person has no interest in the grant, e.g. by way of salary or contract services paid.

- 4.4.4 Grassroots Trust Limited or employees/contractors working on behalf of the Trust may at any stage during the application process, randomly select applications to verify supplier quotes. If it is found that supplier quotes have been unlawfully obtained or edited, the following process will be followed:
- a. All incidents will be considered on a case by case basis.
  - b. Minor incidents are likely to result in both the applying person and/or Organisation being declined for future funding.
  - c. If the incident is of a serious nature, the incident will be referred to the Police and Department of Internal Affairs.

4.4.5 The grant application form is accessible via Grassroots Trust Limited's web site – [www.grassrootstrust.co.nz](http://www.grassrootstrust.co.nz)

#### **4.5 Record Keeping**

4.5.1 The following records will be kept in a database format and published on Grassroots Trust Limited's website:

- The name of the grant applicant
- The amount of the grant
- Whether the grant has been accepted in full or declined in full
- Whether the grant has been accepted in part and declined in part
- If the grant has been declined in full or in part, the reason for that decision
- Any "interest" that a Grassroots Trust Limited's net proceeds committee member has in relation to any successful grant application

4.5.2 The following additional records will be kept in various formats, but will not be published:

- The date the grant application was received
- The date the grant was made (the date of the meeting/decision)
- The name and contact details of the person completing the grant application
- The contact details of the grant applicant
- The specific purpose of the grant
- The direct bank payment transaction details
- Grant request ID number
- The signatures of the persons approving the grant

4.5.3 A net proceeds committee member has an interest in a recipient of a grant if:

- the member may derive a financial benefit from the grant or may have a financial interest in the recipient; or
- the member is a part of the immediate family of the recipient; or
- where the recipient is an organisation, club, society, or association, the member is:
  - an officer or a member of the recipient; or
  - a part of the immediate family of an officer or a member of the recipient; or
  - the member is, or has a professional relationship with the recipient; or
  - the member is, or has been:
    - a. employed by the recipient; or
    - b. indebted to the recipient; or
    - c. involved in business or financial dealings with the recipient; or
  - the member is otherwise connected to or involved with the recipient in a way that can reasonably be perceived as having influenced the decision to make the grant to the recipient.

Part of the *immediate family* means a person who is the member's:

- spouse, civil union partner, or de facto partner; or
- parent, child, sister, or brother; or
- who is the parent, child, sister, or brother of the member's spouse, civil union partner, or de facto partner.

4.5.4 The grant application and all supporting information will be retained by Grassroots Trust Limited if the application is successful. Where the application is declined, the application and all supporting information will be archived for seven years.

#### **4.6 Conflicts of Interest**

4.6.1 The net proceeds committee must be fair and impartial and act in accordance with the principles of natural justice and with integrity at all times.

4.6.2 The best way to deal with conflicts of interest is to avoid them. If this appears problematic, disclosure or third-party evaluation is essential. Where informed waiver is not possible or desirable, stepping aside from the decision-making process is required.

4.6.3 When a director or senior staff member/contractor has an interest in any proposal considered by Grassroots Trust Limited, that conflict of interest must be raised by the director or senior staff member/contractor and recorded in the Trust's minutes. The director or senior staff member/contractor will be excluded from all discussions of the net proceeds committee in relation to the proposal and will not be entitled to vote on the proposal.

#### **4.7 Payments**

4.7.1 Generally, grants will be paid directly to the grant recipient by direct credit within one month of the application being approved. In instances where the funds have been provided for activities/projects that will not occur within the ensuing six months, these funds may be held until written confirmation is received to show that the project/activity is nearly underway. If these funds are not requested within the financial year that they were approved, the grant may be withdrawn.

#### **4.8 GST**

4.8.1 When a grant recipient is GST registered, a grant will only be made for the GST exclusive component.

4.8.2 When a grant recipient is not GST registered, a grant may be made for the full GST inclusive cost of the good or service.

#### **4.9 Reasons**

4.9.1 Grant applicants will be provided with reasons for Grassroots Trust Limited's decision if Grassroots Trust Limited decides to decline the application in full or only approve part of the application.

#### **4.10 Complaints**

4.10.1 Complaints can be made to Grassroots Trust Limited's Chairman in writing to PO Box 9019, Hamilton or by email [info@grassrootstrust.co.nz](mailto:info@grassrootstrust.co.nz).

- 4.10.2 Grassroots Trust Limited will acknowledge receipt of all complaints, advising complainants of their rights to complain to the Department of Internal Affairs if they are unsatisfied with the way their complaint has been handled.
- 4.10.3 Grassroots Trust Limited will investigate all complaints and will respond in writing within 15 working days of receipt.
- 4.10.4 Complaints about the conduct of Grassroots Trust Limited may also be made direct to the Secretary of the Department of Internal Affairs at: PO Box 10-095, Wellington or by email [gambling@dia.govt.nz](mailto:gambling@dia.govt.nz).

#### **4.11 Accountability Requirements**

- 4.11.1 Grassroots Trust Limited will review 100% of all approved grants for accountability compliance.
- 4.11.2 Grant recipients must use the grant funds for the specific purpose for which they were granted, and in accordance with the conditions specified in the grant application and grant approval letter.
- 4.11.3 Accountability reports will not be accepted unless the report is completed in full through Grassroots Trust Limited's online accountability form.
- 4.11.4 For funding toward project, activity or operational expenses, Grant Recipients must return paid invoices and actual bank statements showing proof of payment to Grassroots Trust Limited as soon as reasonably possible, but no later than six months following grant money being received.
- 4.11.5 For funding toward salary / wage contributions, Grant Recipients must return a signed salary / wage declaration form confirming that the funds were only spent on the purpose for which they were granted, and that all legal obligations including IRD deductions have been met. Grant Recipients must also keep on hand their supporting documentation that confirms the salary spend in case they are chosen to be audited. This documentation includes their IR employment information, and bank statements showing all salary/wages payments to the staff member, and IRD deduction payments made to IRD.
- 4.11.6 If a funding surplus exists, the surplus must be returned to Grassroots Trust Limited by direct credit within 5 working days of the grant recipient becoming aware of the surplus.
- 4.11.7 If the funds were not spent on the specific purpose for which it was granted (and have not been returned), and/or the grant conditions have not been adhered to, the Grant Recipient commits a breach of section 115A of the Gambling Act 2003.
- 4.11.8 If acceptable evidence is not provided proving that the grant funds have been spent in accordance with the Approved Specific Purpose, the funds must be returned to Grassroots Trust Limited.
- 4.11.9 Grassroots Trust Limited or employees/contractors working on behalf of Grassroots Trust Limited may at any time request further accountability documentation to ensure funds have been spent appropriately.
- 4.11.10 Grassroots Trust Limited are unlikely to make a grant to any organisation that has outstanding / overdue accountability compliance or refunds owing.

- 4.11.11 Grant Recipient's may not claim funding from multiple community funding organisations for the same specific purpose. Where information is received indicating that a grant recipient has received funding from other sources for part of or the full amount needed for the same specific purpose, Grassroots Trust Limited will take reasonable steps to obtain a return of the money from the grant recipient.
- 4.11.12 If a refund is requested, the grant recipient must return this money to Grassroots Trust Limited by direct credit within 5 working days of the request or any longer period agreed to by Grassroots Trust Limited.
- 4.11.13 Grassroots Trust Limited or employees/contractors working on behalf of the Trust may at any stage during the accountability process, at random select reports to verify supplier invoices. If it is found that supplier invoices have been unlawfully obtained or edited, the following process will be followed:
- a. All incidents will be considered on a case by case basis.
  - b. Minor incidents are likely to result in both the applying person and/or Organisation being declined for future funding.
  - c. If the incident is of a serious nature, the incident will be referred to the Police and Department of Internal Affairs.
- 4.11.14 If the grant recipient has breached section 115A of the Gambling Act 2003 (failed to spend the funds on the specific purpose granted and/or breached a grant condition) and the money has not been returned, Grassroots Trust Limited will consider referring the matter to an external agent for recovery action, and/or to the Police or the Department of Internal Affairs for prosecution of fraud or potential criminal offending.
- 4.11.15 Any costs incurred from recovery action will remain the liability of the grant recipient.
- 4.11.16 The timeframes set out in this policy may be reduced or extended at Grassroots Trust Limited's discretion.

#### **4.12 Auditing Requirements**

- 4.12.1 Grassroots Trust Limited will audit 5% of approved project, activity, and operational cost grants annually.
- 4.12.2 The audit may include visiting the grant recipient, verifying invoices provided by suppliers, and independently verifying that the stated goods and services have been provided to the organisation. If it is found that supplier invoices have been unlawfully obtained or edited, or the goods and services stated were not provided, the following process will be followed:
- a. All incidents will be considered on a case by case basis.
  - b. Minor incidents are likely to result in both the applying person and/or Organisation being declined for future funding.
  - c. If the incident is of a serious nature, the incident will be referred to the Police and Department of Internal Affairs.
- 4.12.3 Grassroots Trust Limited will further audit 5% of approved salary / wage contribution grants annually to confirm that the funds were only spent on the purpose for which they were granted, and that all legal obligations including IRD deductions have been met.

#### **4.13 Grant Promises Prohibited**

- 4.13.1 Agreements promising to provide grants to potential grant recipients from proceeds that have not yet been generated will not be entered into (except as set out in paragraph 4.17 below).
- 4.13.2 Board members and all employees/contractors working on behalf of the Trust will not promise or imply the approval of particular grant applications prior to their proper consideration.

#### **4.14 Grant Influence – Section 113**

- 4.14.1 Grassroots Trust Limited's venue key persons cannot have any input into or influence over Grassroots Trust Limited's grant process. Venue key persons are as defined in the Gambling Act 2003.
- 4.14.2 Venue key persons cannot provide goods or services to third parties and be paid from grant money which is derived from Grassroots Trust Limited. For example, a venue could not provide room hire to a hockey club if the hockey club plans to use grant proceeds to pay for the hire fee.
- 4.14.3 Venue key persons cannot be involved in decisions about who will provide goods or services to a third party, if payment is being made from grant money that is received from Grassroots Trust Limited. For example, if a venue key person was also a committee member of a community organisation that received a grant from Grassroots Trust Limited, the person could not have any input as to which painter the community organisation employs, if the painter is to be paid from grant money.

#### **4.15 Venue Key Persons Conflict of Interest Register**

- 4.15.1 Grassroots Trust Limited will have an internal system to check that the venue key person requirements are adhered to. All grant applications and quotes will be checked by Grassroots Trust Limited or employees/contractors working on behalf of the Trust against a key person register.
- 4.15.2 If any application is signed, supported by, or makes any reference to a venue key person the application will be declined.
- 4.15.3 If any application indicates that a venue key person has helped to obtain quotes or been involved in any decision as to how grant money will be spent, the grant will be declined.
- 4.15.4 If the application indicates that the venue key person will be providing goods or services to the grant recipient using the grant money, the grant will be declined.
- 4.15.5 Grassroots Trust Limited's grant application will require the applicant to formally declare that they will check that no payment will be made to any venue key person as follows:

##### **Organisation Declaration**

*We declare that:*

1. *The information provided in this application form is true and correct to the best of our knowledge.*
2. *We have authority to make this application on behalf of the applicant.*



3. *This application has not been completed by a person who has any management or ownership interest in a Grassroots Trust Limited venue that hosts gaming machines (“a gaming machine venue key person”).*
4. *When any grant money is obtained, the persons who decide how that money is spent will not be a Grassroots Trust Limited gaming machine venue key person.*
5. *When any grant money is obtained, a check will be undertaken, and no payment will be made from grant money to any Grassroots Trust Limited gaming machine venue key person for any goods or services.*
6. *If for any reason funds granted are required to be refunded to Grassroots Trust, we agree that the applicant will be liable for any debt collection costs incurred.*
7. *We have read and understand the Conditions for Allocation of Funds, Audit and Inspection requirements, Privacy Act Declaration, and the Consent to Audit.*
8. *We agree to allow Grassroots Trust to use our Organisations’ name, logo, and images; associated with the activity or project the grant would be supporting.*

#### **4.16 Grant Commitments – Multi Instalment Grants**

4.16.1 Grants shall only be made from available net proceeds. However, grants may be made by instalments in one or more years, if the following conditions are met:

- a. The grant commitment must not exceed 4 years; and
- b. The grant applicant must be made aware, on or before the time that the first instalment of the grant is paid, that payment of any future instalments of the grant is conditional on –
  - i. Grassroots Trust Limited continuing to hold a licence; and
  - ii. Grassroots Trust Limited continuing to have available net proceeds; and
  - iii. The specific approved purpose for which the grant was made continuing to be lawful and any surplus funds refunded to Grassroots Trust Limited; and
- c. Each instalment of the grant must be re-confirmed by the net proceeds committee before payment; and
- d. The grant applicant must provide the net proceeds committee with documentary evidence that previous instalments of the grant have been spent for their intended purpose; and
- e. Grassroots Trust Limited must disclose the existence of multi instalment grants it has entered into in its financial accounts and publish the details of its multi instalment grants with its other grant information on its website.

4.16.2 Subsequent instalments are made in principle, i.e. the existence of the future instalments is strictly conditional upon the criteria being met.