



Project Terms & Conditions

Updated October 2017

Million Metres Streams Project (**Million Metres**) website (www.millionmetres.org.nz) is owned and operated by the Sustainable Business Network. These are the Project Terms and Conditions (**Project Ts&Cs**). By listing a project on the website, you agree that you have read, understood and accept these Project Ts&Cs. Please read the Project Ts&Cs with the Website Terms of Use - <https://millionmetres.org.nz/terms-conditions/>

Background

Million Metres is helping plant one million metres of New Zealand waterway with native plants and trees.

Million Metres hosts a website to share information about planting projects and collect donations on their behalf.

Million Metres maintains and updates the website. We provide advice and support along each step of the crowdfunding process. We promote and attract individual and business donations to planting projects.

Introduction

These Project Ts&Cs are for our Project Holders. A **Project Holder** is any individual or entity that is fundraising on the Million Metres website. Project Holders can be individuals, landowners, community groups or businesses.

Project Holders work with Field Partners to ensure the project follows best practice for the area. A **Field Partner** is an organisation that has experience and expertise in riparian planting. In general, Field Partners are regional or city/district councils that have signed up with Million Metres. For a list of our current Field Partners see <http://millionmetres.org.nz/about-us/our-partners/>

Contact us to learn more about what a Field Partner does and agrees to.

Am I a Project Holder or a Field Partner?

Please contact us if you are uncertain. We are happy to discuss! Each project is unique and has a different set of players that contribute different levels of support.

Often the Project Holder takes the lead in developing the project plan, fundraising, securing the plants and organising site prep and post care. However, sometimes the Field Partner does these things.

These roles are decided between the Project Holder and the Field Partner on a case by case basis. Million Metres can help facilitate discussion to figure out what is needed from the various partners to achieve your project's goals.

Accepting these Ts&Cs

By listing a project on Million Metres (millionmetres.org.nz) you are agreeing that you have read, understood and accept these Project Ts&Cs and the Website Terms of Use - <https://millionmetres.org.nz/terms-conditions/>

If you have any questions, please don't hesitate to contact us at info@millionmetres.org.nz

Developing a project

Best practice

Your riparian planting project must be credible and designed and implemented according to best practice for riparian restoration in the area.

Some useful websites:

- Most regional councils have good regionally specific information - <http://www.lgnz.co.nz/nzs-local-government/new-zealands-councils/>
- DairyNZ Riparian Planner Tool - <https://www.dairynz.co.nz/environment/waterways/riparian-planner/>

Million Metres requirements

- The primary purpose of your riparian planting project is for ecological benefit and not for financial gain.
- The plants must be native to New Zealand and 'eco-sourced' (sourcing native plants from local seed for local use).
- The planting site must be fenced off from stock (wherever there is a chance stock could access the site).
- Your project plan must provide for site preparation.
- Your project plan must provide for post-planting maintenance to ensure the survival of the plants.
- Your project plan must provide for monitoring and reporting on the project's progress (see Monitoring & Reporting below).

Million Metres preferences

- We prefer the use of organic methods such as weeding and mulching instead of chemical sprays to prep the site, release the plants from weeds and maintain the planting over time. However, we rely on the expertise of our Project Holders and Field Partners and know that every site is different and requires different methods.

Field Partner review and approval

Your project plans must be reviewed and approved in writing (an email to Million Metres) by a Million Metres Field Partner.

Field Partners confirm that:

- The primary goal of the project is to improve ecosystem health;
- The project plan is credible, and designed and implemented according to best practice;
- The project plan is feasible and includes a basic work plan and identifies key players to carry out necessary tasks; and
- The project plan accounts for site preparation and maintenance over time.

Changes to the project plan

If there are any changes to the project plan, the Project Holder agrees to communicate them to Million Metres. We want to know when the plan changes, so keep in touch. We will communicate any significant changes to your donors.

Fundraising goal

What can be included?

The **fundraising goal** is the amount of funding that the Project Holder wants to raise for the project through crowdfunding (i.e. by listing the project on Million Metres).

It can be the full budget for your project or a portion of the budget (such as a year of funding, or a section of the waterway). If you want to, you can fundraise for multiple years of funding in one go – this just needs to be communicated clearly to donors when you outline the details of the project to them.

You can include most expenses associated with a planting project in the fundraising target with a couple of exceptions (see below). For example, the cost of the plants, materials, site-prep, planting, maintenance, contractors, and staff time for volunteer coordination can all be included in the fundraising goal. However, you can also fundraise for some of the costs of your project if that is all that is needed.

What can't be included

The fundraising goal cannot include costs associated with fencing the project to exclude stock.

Million Metres administration fee

Million Metres receives 15% of all donations made to listed projects to cover the costs associated with administering Million Metres. We add 15% to your project's total fundraising goal to ensure you receive the total amount you require (provided you reach your goal).

Per metre amount

To create the per metre amount for your project, Million Metres takes your fundraising target (with Million Metres fee added) and divides the total by the linear metres of the project along the waterway. The per-metre cost is listed on the website along with the total fundraising goal.

Have more questions about the financials? Just contact us at info@millionmetres.org.nz

Listing on the Million Metres website

Summary of steps to list a project on the website

1. Contact Million Metres to get some advice on whether your project is a good fit.
2. If you haven't already, develop your project plan.
3. Identify a fundraising target – the amount you would like to crowdfund in order to carry out and complete your riparian planting project.
4. Work with a Field Partner to ensure that the project plan and budget is credible and feasible.
5. Fill out the Project Listing Form.
6. Provide all other information needed to list your project (photos, etc.).

Project Holders agree to provide all information reasonably requested by Million Metres to facilitate listing your project on the website.

This includes:

- a description of your project;

- a crowdfunding video and
- GPS coordinates of your project, photographs of your project site, etc.

Check out the Project Listing Form for the key info you will need to provide.

Remember that your project plan must be sighted by a Field Partner and approved in writing (an email to Million Metres) before your project can be listed.

Removing a project from the website

Million Metres reserves the right to remove any project from the website at any time for any reason. If the project has received donations, we will work with the Project Holder to decide what to do with the donated funds (i.e. transferring them to another listed project, etc.).

Crowdfunding

In listing a project, Project Holders agree to engage in the process of running an active and successful crowdfunding campaign. Million Metres will provide support and guidance throughout each step of the process.

Contact us, and we will send you our Crowdfunding Guide with tips and support.

Publicity

The Project Holder consents to Million Metres' use of material (including photographs, reports and videos) provided by the Project Holder or Field Partner to promote their project.

The Project Holder and the Field Partner agrees to the project being publicly visible in newsletters, newspaper articles, social media stories and various other forms of publicity and donor communications.

All efforts will be made to ensure the Project Holder and Field Partner are aware of potential publication material prior to its release, but Million Metres is not responsible for third party reports on the projects.

Rights to funds received

Million Metres will decide, at its discretion, whether and when to provide donations to a project.

What is the usual process to transfer funds?

After the completion of the crowdfunding campaign (or at another mutually determined date), Million Metres will provide the Project Holder with the donations collected on the website less Million Metres 15% fee for overheads and administration.

Million Metres will transfer the funds to an account nominated by the Project Holder.

Project Holders agree to use funding received from Million Metres for the sole purpose of the planting project in accordance with the budget laid out in the project plan.

What happens if the crowdfunding target is not met?

Million Metres runs a donation based fundraising model. This means you don't have to meet your fundraising target to receive the funds. The Project Holder will receive any donations collected on the website during the campaign, less Million Metres 15% fee.

What happens if the crowdfunding target is exceeded?

We celebrate! Million Metres will check to see if the Project Holder is able to use the additional funding on their planting project. If the Project Holder is able use the funding on this or another

project, the change will be agreed and recorded in writing. If the Project Holder is unable to use the extra funding, Million Metres will provide the funds, less the 15% fee, to another listed project. This change will be communicated to the project donors.

What happens if the project scope changes?

If the Project Holder is unable to spend the full amount on this project or on another planting project, Million Metres will provide the extra funds, less the 15% fee, to another listed project. This change will be communicated to the project donors.

Removing a project from the website

We reserve the right to remove a project from the website at any time. If the project has received donations, we will work with the Project Holder to decide what to do with the donated funds (i.e. transferring them to another listed project etc.). This change will be communicated to the project donors.

Projects on private land

The primary goal of the project must be for ecological benefit and not financial gain.

The Project Holder (in this case the landowner) must agree that the land containing the project will not be subdivided or sold within five years of the planting. The landowner agrees that the riparian planting is not being undertaken with the intention of financial gain through resale or subdivision.

If the site is sold or an application for subdivision is made within five years of receiving funding for the planting project, Million Metres may at its discretion require that the funding provided to the Project Holder be repaid (partially or in full).

Receipts and invoices

Million Metres will provide donors with a receipt for all donations received and is committed to ensuring that the process is as transparent as possible.

Project Holders agree to provide Million Metres with evidence that the funding received was spent on the planting project. Evidence includes receipts for the purchase of plants and materials, invoices for contractor fees, etc. along with a short summary explaining how the funds were spent.

Monitoring and reporting

Once you've received your funding, you will need to keep us updated on the progress of the project. Planting projects are long-term and Million Metres has pledged five years of updates about the project(s) to project donors. We also want to be able to track project outcomes.

Project Holders agree to provide the following reporting to Million Metres at the times specified:

After the planting day(s)

Million Metres will ask you to complete a short questionnaire concerning the following:

- Number and type of plants that were actually planted;
- Number of volunteers and volunteer hours;
- Number of paid staff and/or contractors and hours;
- A fixed photo point (or several for a large project);
- Photos of the planting day and other great photos of the project (before and after photos, people planting, native species in the project area etc.);
- Any water quality or biodiversity monitoring in or around the site (*optional*).

Annually, for five years after the planting day

Million Metres will ask you to complete a short questionnaire once a year for five years concerning the following:

- Qualitative observations of the site's progress;
- Estimate of dead plants;
- Any issues/problems encountered;
- Any unique or interesting facts about progress;
- Volunteer or paid labour to maintain the site (hours and cost);
- Updated photo from the 'fixed photo point' and additional photos;
- Any water quality or biodiversity monitoring in or around the site (*optional*).

Changes to the site

The Project Holder and Field Partner agree to notify Million Metres immediately:

- If there is a significant change to the site, including, but not limited to, a change in the health of the plants;
- If there is a change of ownership or management of the site.

Other

Access to the project site

The Project Holder agrees to provide Million Metres and the Field Partner with reasonable access to the project site for the purposes of photography, videography, monitoring and reporting. Million Metres and the Field Partner will provide reasonable notice and will arrange the visit with the Project Holder.

Signage at the project site

The Project Holder agrees to be open to some signage being located within or near the planting area, should Million Metres receive conditional donations. This would be discussed with and agreed with the landowner of the site.

Termination and consequences

The Project Holder and Million Metres can cease working together to fundraise for a stream planting project at any time. Million Metres will have no further obligations to the Project Holder and vice versa.

If the project is terminated because the Project Holder fails to perform its obligations under the Project Ts&Cs, the Project Holder must immediately refund Million Metres for the amount provided for the planting project. The funds will be provided to another listed project and the project's donors will receive an update to this effect.

Costs

Each party shall bear their own costs in relation to fulfilling the obligations set out in the Project Ts&Cs.

Dispute resolution

If any dispute arises between the parties out of these Project Ts&Cs, then either party may by notice in writing require that the parties meet and discuss the dispute in good faith.

If the dispute is not resolved within twenty (20) working days from the date of the notice of dispute, either party may, by written notice, require that the parties attend mediation.

If the parties fail to settle the dispute by mediation, within twenty (20) working days from the date that mediation took place, either party may initiate arbitration in accordance with the Arbitration Act 1996. No party may issue any legal proceedings unless that party has first taken all reasonable steps to comply with this section of the Project Ts&Cs.

General legal stuff

Non Waiver

No waiver of any breach or failure to enforce any clause of the Project Ts&Cs by any party shall in any way limit or waive the right of that party to require compliance with any clause of the Project Ts&Cs.

Partial Invalidity

If any clause of the Project Ts&Cs is or becomes invalid or unenforceable, that clause shall be deemed deleted and shall not affect the other clauses. The other clauses shall remain in full force, subject to any modifications made necessary by the deletion of the invalid or unenforceable clauses.

Governing Law and Jurisdiction

The Project Ts&Cs are governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the New Zealand courts in respect of all matters relating to the Project Ts&Cs.

Assignment

No party may transfer or assign any of its liabilities or rights under this Project Ts&Cs to any other person without the prior written consent of the other party.

Notices

Any written notice given pursuant to this Project Ts&Cs shall be deemed validly given if delivered by hand or to a physical or postal address provided by the recipient.

Amendment

No amendment to this Project Ts&Cs shall be valid unless in writing and executed by each party in the same manner as that in which this Project Ts&Cs have been executed.

Reasonable Endeavours

Each party shall use reasonable endeavours to consult and cooperate with the other party in order to facilitate and expedite compliance with the Project Ts&Cs.

Agreement

By listing a project on the Million Metres website (millionmetres.org.nz), Project Holders and Field Partners agree with the Project Ts&Cs.