

Christchurch Heritage Festival Community Grants Guidelines

Grant Application Information:

Introduction

The purpose of the Christchurch Heritage Festival Community Grants (the Fund) is to support Community Event Providers to align with the vision and mission of the Christchurch Heritage Festival and to implement the 'Our Heritage, Our Taonga - Heritage Strategy 2019-2029'. The Christchurch Heritage Festival Community Grants Guidelines are to be used in the assessment of applications for funding (the Grant).

Christchurch Heritage Festival Vision:

To make our heritage accessible to all, shared and celebrated through an annual heritage festival which engages the communities of Christchurch and Banks Peninsula. [Our Heritage, Our Taonga Heritage Strategy 2019-2029 Whāinga Goal 1/Mahinga Actions 3]

Christchurch Heritage Festival Mission:

To work in partnership with the six papatipu rūnanga and together with the communities of Christchurch and Banks Peninsula to support participation in and engagement with the Christchurch Heritage Festival.

A successful Fund applicant will need to adhere to the Terms and Conditions of the Grant (attached as Appendix 1)

1. Guiding Principles

Each Grant will need to support the delivery of the Heritage Strategy's pou. These are the values of:

- Manaakitanga – Celebrating and sharing Our Heritage, Our Taonga
- Tohungatanga – Identifying, understanding and valuing Our Heritage, Our Taonga
- Kaitiakitanga – Protecting and caring for Our Heritage, Our Taonga
- Rangatiratanga – Leadership and respect for Our Heritage, Our Taonga
- Wairuatanga – Spiritual connections with Our Heritage, Our Taonga

Each Grant will also need to align to the principles of:

- Accessibility
- Respect for all cultures and
- Heritage Conservation

2. Heritage Festival Objectives:

The Fund supports the delivery of Christchurch Heritage Festival Events and assists Community Event Providers to achieve the objectives of the Christchurch Heritage Festival:

- a. To celebrate heritage as a taonga that connects our communities.
- b. To raise awareness of the value of tangible and intangible heritage as a vital component of the unique identity of the district.
- c. To be inclusive of the diversity of Christchurch and Banks Peninsula's cultural heritage, including Ngāi Tahu and other iwi, European, Pasifika and people of all ethnic and cultural backgrounds.
- d. To engage a wide audience and provide a range of accessible opportunities to people of all ages and abilities.
- e. To focus on themes of Christchurch and Banks Peninsula's diverse history and celebrate and acknowledge historic anniversaries and cultural commemorations.
- f. To promote community heritage events and projects as part of the Christchurch Heritage Festival.
- g. To support the creation of ongoing, accessible heritage resources.

3. Criteria for Assessing Grant Applications

The following criteria will be used to assess Grant applications and determine the amount of each Grant:

- a. How the Event will add value to the Christchurch Heritage Festival theme.
- b. How the grant will increase the quality and diversity of the Event.
- c. The extent to which the Event weaves together and/or includes different stories and perspectives
- d. How the grant will help enhance the participants' experience.
- e. How well the Event aligns with the Christchurch Heritage Festival principles and objectives.
- f. That a Health and Safety Plan has been satisfactorily completed.
- g. The amount of funding received from other sources, including additional grants received from the Council and other agencies or funding bodies.

4. Approval of Grant

- a. Each Grant will be assessed by the Heritage Festival Project Team (Project Team) which will consist of at least two members of the Heritage Team, a representative of Mana Whenua/Christchurch City Council Senior Advisor Ngāi Tahu Relationships and where appropriate representatives from other Council units.
- b. A Grant between \$100 to \$2000 shall generally be the award range. Grants up to and including \$5,000 will be approved by the Head of Urban Design, Regeneration and Heritage. Grants over \$5000 may be allocated in exceptional circumstances where an Event: makes a significant contribution to the implementation of the Heritage Strategy; involves multiple partnerships; or advances more than one

Council Strategy. Grants over \$5,000 will be approved by the relevant Christchurch City Council Committee.

5. Fund Overview

Applications to the Fund can be made to cover the following expenses:

Costs related to delivery of an approved Event within the Christchurch District during the Christchurch Heritage Festival.

The Fund will not cover:

- Private functions
- Purchase of alcohol
- Events that denigrate, exclude or offend parts of the Community
- Events that pose significant risk to the public or Council
- Event providers that have breached previous funding agreements with the Council, including post-Event reporting criteria;
- Purchase of insurance cover
- Retrospective costs or project or purchase costs incurred or settled before the agreed commencement date of the Grant;
- Debt servicing or re-financing costs
- Stock or capital market investment
- Gambling or prize money
- Payment of any legal expenditure, including costs or expenditures related to mediation disputes, ACC, Employment Tribunal, Small Claims Tribunal, Professional or Disciplinary Body hearings, fines, court costs, IRD penalties or retrospective tax payments
- Purchase of land and buildings
- Service, maintenance and upgrade costs including utilities such as power and phone
- Activities or initiatives where the primary purpose is to promote religious ministry, political objectives, commercial or profit-oriented interests
- Money that will be re-distributed as grant funding or sponsorship
- Purchase of vehicles and any related ongoing maintenance, repair or road user charges
- Projects that are considered to be the primary responsibility of local or central government or another funding body.

Appendix 1:

Christchurch Heritage Festival Community Grant Terms and Conditions

Consent

The Christchurch City Council (Council) has adopted these terms and conditions to apply to your application to the Christchurch Heritage Festival Fund (Fund) for a funding grant (Grant) relating to the Christchurch Heritage Festival (Event).

Your application to the Fund is governed by these terms and conditions (Terms).

Upon being awarded a Grant you agree to be bound by these Terms.

These Terms must be read together with any Terms and Conditions specific to the Grant. If there is any conflict between these Terms and any Terms and Conditions specific to the Grant, then these Terms will prevail to the extent of the inconsistency.

TERMS

1. GRANT

- 1.1 Grant - The Council agrees that it shall make payment of the Grant to you upon receipt of the completed Grant Agreement Letter.
- 1.2 In consideration of payment of the Grant you agree that you shall apply the Grant solely for the purposes described in the Christchurch Heritage Festival Community Grant Guidelines, the Fund Application Form and the Grant Agreement Letter.
- 1.3 Any amount of the Grant which has not been used for the approved purpose of the Grant upon completion of the Event shall be immediately reimbursed to the Council.
- 1.4 Payment will be effected by Electronic Funds Transfer (**EFT**) (direct credit).

2. CONDITIONS OF THE GRANT

2.1 Accountability - you shall:

- a. Provide a Christchurch Heritage Festival Community Grant Event Summary (Accountability Report) on or before the relevant reporting dates;
- b. Acknowledge receipt of the Grant in your annual report and in any publicity material produced in conjunction with the Grant;
- c. Keep and maintain accurate records of the application and the expenditure of the Grant including but not limited to receipts, bank statements and invoices;
- d. Notify the Police and the Council immediately if you have reason to believe that the Grant or any part of the Grant has been stolen or misappropriated;

- e. Notify the Council immediately if you experience any issues or difficulties which may compromise the use of the Grant for the purposes specified in the Christchurch Heritage Festival Community Grant Guidelines, the Fund Application Form and the Grant Agreement Letter; and
 - f. You must disclose to the Council if a Christchurch City Councillor, local Community Board member, a Council employee or their immediate family has any interest or involvement in the activity for which this Grant is being provided.
- 2.2 No assignment: You shall not assign, sublicense or otherwise dispose of your rights and obligations under these Terms.
- 2.3 Review - On request from the Council, you shall facilitate a review of the application and expenditure of the Grant by:
- a. Making your documents, records and premises available for inspection;
 - b. Providing any information in relation to the expenditure and application of the Grant within 14 days of a request by the Council;
 - c. Procuring the availability of personnel to discuss the application and expenditure of the Grant with the Council's Representative or any person designated by the Council's Representative; and
 - d. Doing all other things reasonably necessary to facilitate a review of the expenditure and application of the Grant.
3. GRANT PUBLICITY AND INTELLECTUAL PROPERTY
- 3.1 You acknowledge that the Council may include details of the Grant in public announcements or statements.
- 3.2 You acknowledge that the Council may include images and information provided in the Accountability Report in post event communications.
- 3.3 You warrant that you have the authority, copyrights, permissions or licences that may be required for the purposes of the Grant and shall indemnify and keep indemnified the Council from and against all claims, liabilities, losses, damage and expenses suffered or incurred by the Council in connection with any breach by you of the warranties contained in this clause.
4. MEETINGS BY REPRESENTATIVES
- 4.1 You shall appoint a representative who shall be authorised to give and receive all directions and instructions in connection with the matters set out in these Terms.
5. HEALTH AND SAFETY
- 5.1 So far as is reasonably practical you must ensure the health and safety of participants, workers and other persons in relation to any purpose to which the Grant is to be applied.
- 5.2 You must maintain standards of health, safety, security and environmental practice that at all times meet, or exceed, the requirements of the Health and Safety at Work Act 2015, as applicable, and any other

applicable codes, legislation, policy and regulations. Failure to do so will constitute a material breach of this Agreement.

- 5.3 Where applicable under the Health and Safety at Work Act 2015, you must ensure that you consult, cooperate and coordinate their activities with all other 'Persons Conducting a Business or Undertaking' (PCBUs) who have a duty in relation to the purpose to which the Grant is to be applied.

6. TERMINATION

6.1 The Council may terminate the Grant and these Terms immediately if:

- a. You fail to comply with your obligations under these Terms;
- b. the Council considers there are any unsafe conditions or activities arising from the purpose to which the Grant is to be applied;
- c. By any means whatsoever, you cause the image or reputation of the Council to fall into disrepute; or
- d. the Council determines that in its reasonable opinion the provision of the purpose to which the Grant is to be applied will not proceed or be completed, for any reason whatsoever, whether or not within the control of the Council.

7. INDEMNITY

7.1 Indemnity – you indemnify the Council in respect of all costs (including legal costs), claims, liabilities, losses, damage and expenses suffered or incurred by the Council and any other person claiming through the Council as a direct or indirect consequence of any unlawful, negligent, tortuous, criminal, reckless or dishonest errors, acts or omissions in the performance of your obligations under these Terms.

8. GENERAL

- 8.1 Council as Local Authority – you acknowledge that the Council in terms of its regulatory function as a Local Authority, is obliged to act as a Local Authority and not as a party to this Agreement. Nothing in these Terms will affect the Council's rights, powers, duties and obligations in the exercise of its functions as a Local Authority.
- 8.2 Force majeure event - A party will not be liable for any failure to perform its obligations under these Terms to the extent that failure is due to factors outside its reasonable control, including but not limited to acts of God, war, fire, electricity failure, pandemic, or third party industrial actions. The return of any unspent grant funding to be negotiated with Council.
- 8.3 No partnership: Nothing in these Terms and Conditions shall be deemed to constitute an agency, partnership or joint venture between the parties.
- 8.4 All Grants are in New Zealand dollars.