

## HERITAGE INCENTIVE GRANT FUND – Guidelines 2020

This Guideline will be followed during the assessment of applications for funding from the Heritage Incentive Grant Fund (the **Grant**). This fund is for tangible, place-based heritage.

The Heritage Incentive Grant Fund supports the vision of the *Our Heritage, Our Taonga - Heritage Strategy 2019-2029*:

***Kia kōmiroa, kia whiria ngā weu kia ū, Kia roa, kia pītonga ai te taura***

*We work together to recognise, protect and celebrate our heritage, which weaves our stories and places together, and is vital to the identity and wellbeing of our communities and the district.*

### **Purpose of the Grant**

**Heritage Grant funding supports owners, kaitiaki, communities and groups to protect, promote and celebrate the unique stories and places which are our taonga.**

Christchurch and Banks Peninsula have a rich and diverse heritage which is a significant part of our identity. The places, memories and stories of all our cultures are treasures to be shared, celebrated and passed on to future generations. Valuing and connecting with our taonga provides individual and community benefits and is a foundation for a vibrant, dynamic and sustainable 21st century city.

Heritage provides our communities with connections to place, culture, identity and to one another. In addition, heritage delivers economic benefits, educational, recreational and tourism opportunities, and contributes to sustainability.

Our heritage is tangible and intangible, built and natural and comprises places, objects, stories, memories and traditions. Tangible and intangible aspects usually co-exist in heritage places and items, and are interwoven.

We have an opportunity to preserve and share the places, stories and memories which are our taonga.

Heritage grant schemes provide financial support to contribute to the protection of the district's heritage now, and for future generations.

**Heritage Incentive Grant funding aims to incentivise owners and kaitiaki to undertake works to protect, maintain, repair and upgrade heritage buildings, places, structures and objects.**

Heritage owners and kaitiaki have a responsibility to care for places of significance to the wider community. This grant scheme is intended to assist them, and to incentivise financial investment in heritage.

This grant scheme aims to incentivise financial investment in heritage.

Heritage Incentive Grants support physical conservation works to heritage buildings, places, structures and objects. These grants achieve positive heritage outcomes by incentivising the appropriate and timely practice of **Kaitiakitanga** and the conservation, maintenance and retention or enhancement of heritage fabric and values.

Heritage values includes archaeological, architectural, cultural, social, spiritual, wāhi tapu, wāhi

taonga, landscape, monumental, scientific, and technological values.

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

### **Eligibility**

*(Subject to approval by the Sustainability and Community Resilience Committee, Attachment B)*

Heritage Incentive Grant funding is available to owners and kaitiaki of heritage buildings, places, structures, objects, and significant moveable heritage. These include:

- heritage buildings, places, structures, or objects which are scheduled in the Christchurch District Plan;
- heritage buildings, places and structures or objects which are listed by Heritage New Zealand Pouhere Taonga;
- non-scheduled heritage buildings, places, structures, or objects which meet the current Christchurch District Plan or equivalent criteria and threshold for significance. These include places of heritage significance identified by the community. Examples include, but are not limited to, public, community, commercial, spiritual and domestic buildings; memorials, bridges and gravestones;
- significant moveable heritage;
- places of identified significance to iwi and mana whenua, including built heritage, moveable heritage, traditional places, wāhi tapu, wāhi taonga, ngā tūtohu whenua (cultural landscapes). Examples include, but are not limited to, pouwhenua memorials and flagpoles, marae shelters for tangata whenua or manuhiri, waka shelters, ūrupa and the conservation of tukutuku, kōwhaiwhai, whāriki and whakairo.

Owners and kaitiaki of heritage buildings, places, structures or objects who apply for the Grant are not precluded from applying for other forms of grant funding, including grants from the Christchurch Community Trust, the Lotteries Commission, Heritage New Zealand Pouhere Taonga or other heritage funding sources.

The Fund is **not** available in the following circumstances:

- Buildings, places, structures and objects owned by the Crown with their own capital programmes are not eligible for Heritage Incentive Grants, except where there are special circumstances including urgency and risk mitigation;
- Council owned assets;
- Contents of buildings, significant moveable heritage or chattels which do not form part of the heritage fabric of the building or significant moveable heritage;
- The interior fabric of buildings unless the works relate to conservation of specific heritage features;
- Those sections or areas of a heritage place which do not contribute to the heritage value of the place;
- Repairs and other works which are wholly covered by insurance or EQC payments;
- Demolition or removal of all or part of heritage places;
- New extensions, alterations or additions to heritage places;
- New buildings or new works within a heritage setting;

- Relocation of heritage buildings or structures to other sites beyond the heritage setting or site;
- Investigation of archaeological sites, regardless of whether or not they are recognized or recorded in the Christchurch District Plan, the New Zealand Heritage List/Rārangi Kōrero administered by Heritage New Zealand Pouhere Taonga, or in the New Zealand Archaeological Association records;
- To meet financial, legal or administrative costs incurred by the grantee which are associated with the grant, a conservation covenant or the conservation or maintenance works subject to the grant, which will be met by the grant recipient;
- To work carried out by the owner of the property, unless the owner is an approved tradesperson with trade qualifications relevant to the works, and has provided a quotation for an agreed scope of works which is approved prior to the works being undertaken; and
- Bridging finance to the applicant(s), nor will interest payments on bridging finance be included in the grant approval as owners are expected to appropriately manage the funds as they have been allocated in the grant approval.

### **Scope of Works covered by the Fund:**

The criteria for the scope of works to meet the purpose of the Fund shall include, but not be restricted to, the following:

- Appropriate maintenance, repair and other recognized conservation works, including exterior painting and weatherproofing;
- Appropriate structural and seismic engineering works, including earthquake repair work;
- Selected New Zealand Building Code compliance upgrades including improving accessibility to public buildings and places and selected fire compliance upgrades;
- Temporary stabilisation and securing of heritage fabric/parts of buildings or structures where it relates to a longer term programme for retention;
- Fire protection;
- External security of the building;
- Essential services including but not limited to electrical, drainage, and plumbing works where there has been or there is likely to be a risk of damage to heritage fabric through failure of these services due to age or accelerated deterioration;
- Professional fees for NZ Institute of Architects registered architects, certified heritage professionals (as defined in the Christchurch District Plan), chartered professional structural engineers and NZ Institute of Quantity Surveyors registered quantity surveyors where professional services relate to the scope of works eligible for grant funding;
- Professional fees for cultural assessments conducted by approved cultural environmental authorities, and rūnanga where these relate to the scope of works eligible for grant funding;
- Professional fees associated with recording/registering of oral traditions where this is required by ngā kaupapa of the Mahaanui Iwi Management Plan, or to understand the tikanga and kawa of mana whenua, where this relates to the scope of works eligible for grant funding;
- Refunds of non-notified resource consent fees charged by Council relating to the works.

## Assessment of Applications

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 principles.**

The following factors will be considered when assessing each Grant application:

- The heritage values of the building, place, structure or object to the communities of Christchurch and Banks Peninsula and the six papatipu rūnanga;
- The contribution the proposed work will make to the retention of the building, place, structure or object and its fabric, form and values;
- The extent to which the works protect and maximize retention of heritage fabric, form and values;
- The extent to which the building, place, structure or object is accessible to the public;
- The contribution the building, place, structure or object makes to wider community heritage and wellbeing outcomes;
- The contribution that the proposed work will make to the wider heritage values of the area;
- The contribution the building, place, structure or object could make to Heritage Festival activities;
- In the case of moveable heritage, the heritage values of the object, the extent to which it is accessible to the public, and the contribution it makes to wider community heritage and wellbeing outcomes;
- The degree to which the proposed works are consistent with the conservation principles and practice of the ICOMOS New Zealand Charter for the Conservation of Places of Cultural Heritage Value (ICOMOS New Zealand Charter 2010) and other relevant international ICOMOS Charters;
- The degree to which the proposed activities in relation to sites wāhi tapu and wāhi taonga, are consistent with tikanga and kawa of mana whenua, as well as the Mahaanui Iwi Management Plan;
- The urgency of the work required relating to the risk of damage if the work is not done in a timely manner;
- The availability of grant funds;
- The amount of any previous Council grants for the property, noting that in general only one Grant will be made from the Fund within a five year period for work on a building, place, structure or object unless the circumstances demand otherwise in terms of Section 3 Multiple Grants of the Terms and Conditions Associated with Grants; and

- The amount of insurance funds and Earthquake Commission funding for the building, place, structure or object following an event which triggers such funding including but not limited to earthquakes and flooding damage.

### **Multiple Grants**

The Council discourages multiple small individual grants. Once a Grant has been approved, in general a minimum of five cumulative years must elapse prior to a further grant application being made. Where the total approval amount for multiple grants exceeds the threshold level requiring the entering into a covenant, a covenant may be required.

Additional grants may be approved within the five year period in certain circumstances, such as:

- An increase in the assessed level of risk, including possible loss;
- Essential unforeseen maintenance or repairs identified as a consequence of other works being carried out on the building, place, structure or object;
- Essential works necessitated by events such as fire, earthquakes or natural events.

### **Determining the amount of the Grant**

If an application is successful then the amount of the Grant shall equate to a percentage between 0-50% of the value of the scope of works required as detailed in the Grant Application. The percentage of the value will be determined in the sole discretion of the evaluating team who shall consider how the application meets the overriding purpose of the Fund.

### **Conflicts of Interest**

Where Grant applications are made by Council staff, then this interest shall be stated in the Grant application for consideration by the Committee or the Council. Where Council staff who would otherwise be involved in the assessment and grant approval process have a personal or family interest in the receipt of a grant, then that member of staff shall take no part in the grant assessment and approval process and shall declare the nature of their interest to the Committee.

### **Approval of Grants**

The Sustainability and Community Resilience or relevant equivalent committee ('the Committee') of the Council has delegated authority to approve each Heritage Incentive Grant.

Recommendations for grants to places of significance to iwi and mana whenua will be provided by the Ngāi Tahu Principal Advisor and included in the staff report to the Committee. The Committee has delegated authority to approve grants for mana whenua heritage.

### **Expiry of Grant**

The award of the Grant will expire 18 months from the date of written approval of the Grant. This period will only be extended with the written consent of the Committee.

### **Retrospective Grant Approvals**

Where works have been undertaken without consultation with Council with regard to a grant application, and where there has been no prior written agreement as to the scope of works

applicable to the project for consideration of a grant, then no grant application will be accepted for the work other than at the specific discretion of the Committee or the Council having regard to any special circumstances which may apply.

In some instances, a Heritage Incentive Grant application for 'urgent' work may be submitted on time but the processing of the application and hence of the Grant approval may be delayed. If the scope of work has been agreed, the applicant may choose to continue with the work. However, the Grant will only be paid if and when it is approved by the Committee. Accordingly, as there is no guarantee that the Grant will be approved, the owner in commencing work before the Grant is approved takes a risk as to the outcome of the approval process.

### **Conservation Covenants**

Grants of \$150,000 or more will be subject to a compulsory requirement for a Full Conservation Covenant (refer to the Glossary).

Grants of \$15,000 to \$149,999 will be subject to a requirement for a Limited Conservation Covenant (refer to the Glossary). These figures were adjusted in 2012 to reflect construction cost inflation and to encourage small scale grant applications where relatively minor works will secure the repair, maintenance and ultimately the retention of the building, place or object.

For all grants over \$15,000 which relate to places of identified significance to iwi and mana whenua, including built heritage, moveable heritage, traditional places, wāhi tapu, wāhi taonga and ngā tūtohu whenua, the conservation covenant or an appropriate alternative to a covenant will be agreed between the Ngāi Tahu Principal Advisor and the owner on a case by case basis.

The Committee may exercise their discretion in relation to the Heritage Covenant conditions for specific grant applications.

Where the Grant relates to works to any part of a property which are to fall within the legal boundaries of a unit or units to be under the Unit Titles Act 1972 (or its successors), if the property is subject to a Full or a Limited Conservation Covenant, then the covenant must be agreed and registered before the individual unit titles are created.

Where the grant relates to works to any part of a property which falls within the legal boundaries of a unit or units created under the Unit Titles Act 1972 (or its successors), if the property is subject to a 'Full' or a 'Limited Conservation Covenant', then all the unit title owners affected must agree to the registration of the covenant over their individual unit titles before grant payment will be made. In the event of any affected unit title owners not agreeing to a conservation covenant then the grant may be reduced on a pro-rata basis calculated using the unit entitlements of each affected unit.

Grants made to moveable heritage will be subject to a compulsory conservation covenant which will be registered on the Personal Property Securities Register.

### **Payment**

In general each Grant shall not be paid in full until the work to which the Grant relates is completed and certified by a Council approved inspection, and a conservation covenant or agreed alternative (where required) is registered against the property Certificate of Title or on the Personal Properties Security Register or otherwise recorded (as appropriate).

Where the Grant is to be paid in instalments or over a period of several years (and where the covenant specifies the time period for completion of the work and where the agreed work meets partial completion milestones and has been certified), payment may be made on a pro-rata basis. Instalment payments will be made according to the extent of the agreed scope of heritage works having been completed and certified.

Where the proposed scope of works includes a requirement for resource consent and/or consent under a conservation covenant then any payment will not be made until such consents have been applied for and granted.

Where the proposed scope of works relates to wāhi tapu or wāhi taonga all works must comply with the Mahaanui Iwi Management Plan.

Where the Grant is made to a trust, other not for profit organisation, or mana whenua/rūnanga entity, full payment may be made prior to completion of the work where the work could not be done without this payment and where the covenant specifies the time period for completion of the work.

The scope of work to which the Grant relates is to be agreed prior to grant approval. However, the Council reserves the right to reduce the amount of the Grant paid or to withdraw the Grant entirely if the work done does not comply with:

- the scope of work, or
- the resource consent, or
- conservation principles as outlined in the ICOMOS New Zealand Charter 2010 , or
- is not consistent with tikanga and kawa of mana whenua or the Mahaanui Iwi Management Plan.

In some instances, once the Grant has been approved and work has begun, the full extent of the conservation, maintenance or Building Code compliance work is greater than anticipated. In such cases a further scope of work should be agreed and with the prior written approval of the Council, a revised grant application may be submitted for consideration.

## **Glossary - Heritage Definitions**

### **Alterations**

Means in relation to a heritage place, the modification, addition or replacement of internal or external heritage fabric, which is not decayed or damaged, where this has the effect of altering the heritage form or fabric, and heritage values of the place. (See also 'Maintenance' and 'Repairs').

### **Conservation**

Means the processes of caring for a place so as to safeguard its cultural heritage value.

### **Demolition**

Means in relation to a heritage place, the destruction in whole or a substantial part of a heritage place which results in the complete or significant loss of the heritage form, fabric and heritage values of the place.

### **Full Conservation Covenant**

Means a covenant under Section 77 of the Reserves Act 1977 or other appropriate legal instrument approved as a Full Conservation Covenant by the Committee which requires the owner to obtain a consent in order to carry out any proposed activity on the protected heritage place.

**Heritage Place** means any of the following:

- buildings, structures, objects, and sites of significant heritage value that are scheduled in the

Christchurch District Plan or in the New Zealand Heritage List/Rārangī Kōrero administered by Heritage New Zealand Pouhere Taonga;

- buildings, structures, objects, and sites of significant heritage value which meet the current Christchurch District Plan or equivalent criteria and threshold for significance, but are not scheduled or listed; and
- places of identified significance to iwi and mana whenua.

### **Heritage Fabric**

Means any physical element, feature, material or finish which is part of the heritage value of a building, place, structure or object. Heritage fabric includes any original heritage fabric and subsequent changes which contribute to the record of the historic development of the heritage place and the aggregate effect of material weathering and wear due to use over time.

### **Heritage Values**

Means those tangible and intangible attributes of a heritage place which contribute to its significance and are associated with its historical, social, cultural, spiritual, aesthetic, architectural, technological, craftsmanship, archaeological, scientific or contextual values. Contextual values may be associated with a relationship to the constructed or natural environment, a landscape, setting or group, or landmark status.

### **Limited Conservation Covenant**

Means a covenant under Section 77 of the Reserves Act 1977 or other appropriate legal instrument approved by the Committee which prevents the owner from demolishing or partly demolishing, or applying to demolish or partly demolish, the scheduled heritage place within a specified period of time.

### **Maintenance**

Means the protective care of a place and significant features of a heritage setting, using methodologies which seek to retain its heritage values.

### **Moveable Heritage (see also Significant Moveable Heritage)**

For the purpose of this policy consists of structures which are not buildings, are not permanently fixed to land, and are associated with road, air or water vehicular transport, including but not limited to boats, trams, buses, trains, planes and machinery from industry such as tractors and ploughs. These may be individual items and may be part of museum collections. Moveable Heritage excludes archaeology and archive materials and artefacts.

### **Repairs**

Means to replace or mend in situ decayed or damaged heritage fabric using materials which resemble the form, appearance and profile of heritage fabric as closely as possible.

### **Relocation**

Means the removal and re-siting of any building from any site to a new site or within the same site or heritage setting.



**Risk Mitigation**

Means action taken to minimise an identified significant risk to a heritage building, place, structure or object, and may include preparation of a Risk Mitigation and /or Temporary Protection Plan.

**Heritage Setting**

Means in relation to a heritage place, the defined area around a heritage item(s) which is integral to its function, meaning and relationships and has been identified to protect the contextual values of a heritage place. Heritage settings include open space, spatial relationships, view shafts, trees, gardens, landscaping, paths, buildings, structures, and features.

**Significant Moveable Heritage**

Significant Moveable Heritage consists of Moveable Heritage which meets at least one of the following heritage assessment criteria:

- historical and social, cultural and spiritual, architectural and aesthetic, technological and craftsmanship, contextual, archaeological and scientific;
- *and* is of significance to the Christchurch District (and may also be of significance nationally or internationally), because it conveys aspects of the Christchurch District's cultural and historical themes and activities, and thereby contributes to the Christchurch District's sense of place and identity;
- *and* has a moderate degree of authenticity (based on physical and documentary evidence) and integrity (based on how whole or intact it is) to clearly demonstrate that it is of significance to the Christchurch District.

**Urgent**

Means, in the context of a heritage place, that the property is liable to damage or may be lost if the work is not done.

## Appendix A:

### HERITAGE INCENTIVE GRANT TERMS AND CONDITIONS

#### Consent

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

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 in accordance with the payment terms agreed by the Council following approval of your application for the Grant.
- 1.2 In consideration of payment of the Grant you agree that you shall apply the Grant solely for the purposes a described in the [HERITAGE INCENTIVE GRANT FUND APPLICATION GUIDELINES](#), and for the scope of works (Works) described in the Grant Fund Application Form.
- 1.3 Any amount of the Grant which has not been used for the approved purpose of the Grant upon completion of the Works 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 Works 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 they 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 [GRANT FUND APPLICATION FORM](#); 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.
  - g. Commence the Works within 18 months of the award of the Grant.
- 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.

8.3 No partnership: Nothing in these Terms and Conditions shall be deemed to constitute an agency, partnership or joint venture between the parties.

All Grants are in New Zealand dollars.