

APPENDIX 10 Moving and Altering Artworks

The Council has the flexibility to de-commission and move artworks as an outcome of any of the following:

- The environment where the artwork is located has changed significantly to the extent that the artwork is no longer appropriately sited
- The Council has plans to alter or develop the site on which the artwork is located and therefore needs to shift the artwork
- Significant consultation with the community
- The artwork requires a high level of maintenance and repair rendering excessive asset management expenses
- The artwork is consistently being vandalised

In most cases where the artwork has been created for a specific site, any relocation should be consistent with the artist's intentions. The artist's assistance and consent may be required if possible and practical.

The Council's Artwork Commission Agreement outlines the following clauses in relation to moving artworks:

- The Council shall not relocate the artwork from the site without notifying the artist.
- If the Council decides that it no longer wishes to publicly display the artwork, either at the site or any other place in Christchurch to which the artwork may be relocated, then the Council shall give written notice to the artist.

The Council would undertake the upkeep and maintenance of the artwork as set out by the artist in the supplied maintenance schedule. Any major maintenance to be undertaken, including repainting, would require consultation with the artist and a conservator.

The Council is not entitled to make any changes to the artwork in any way. The Council's Artwork Commission Agreement outlines that:

- The Council will not intentionally destroy, damage, alter or modify the artwork in any way whatsoever.
- If the Council breaches (relevant clauses), the artist may, at the expense of the Council, demand that the Council remove any notice displayed with the artwork that identifies the artist with the artwork.