

Crown Pastoral Land Tenure Review

Lease name : BLUE MOUNTAIN

Lease number : PT 031

Substantive Proposal Part 3

The report attached is released under the Official Information Act 1982.

July 14

DATED _____

Between

COMMISSIONER OF CROWN LANDS
Pursuant to Section 80 of the Crown Pastoral Land Act 1998

and

MINISTER OF CONSERVATION
("the Minister")

COVENANT UNDER RESERVES ACT 1977
FOR CROWN PASTORAL LAND ACT 1998 PURPOSES



Department of Conservation
Te Papa Atawhai

- “Values” means any or all of the Land’s cultural or amenity values as specified in Schedule 1.
- “Working Day” means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Land is located.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;
- 1.2.2 clause and other headings are for ease of reference only and are not to be treated as forming any part of the context or to affect the interpretation of this Covenant;
- 1.2.3 words importing the singular number include the plural and vice versa;
- 1.2.4 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant and in determining the issue, the parties must have regard to the matters contained in the Background;
- 1.2.5 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- 1.2.6 words importing one gender include the other gender;
- 1.2.7 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity;
- 1.2.8 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2. OBJECTIVE OF THE COVENANT

- 2.1 The Land must be managed so as to preserve the Values.

3. THE OWNER’S OBLIGATIONS

- 3.1 Unless agreed in writing by the parties, the Owner must not carry out or allow to be carried out on or in relation to the Land:
- 3.1.1 any earth works or other soil disturbances;
- 3.1.2 any archaeological or other scientific research involving disturbance of the soil or buildings;
- 3.1.3 deliberately damage or demolish or permit the deliberate damage or demolition of any building or associated structure or undertake any action which in the option of the Minister may be detrimental to the Values or their preservation.
- 3.1.4 permit anything to be done, or undertake or permit any activity to be carried out on the Land that in the opinion of the Minister may be detrimental to the Values associated with the three huts within the context of their setting.
- 3.1.5 effect a subdivision within the meaning of the Resource Management Act 1991 of the Land, irrespective of whether or not such a subdivision fully complies with relevant provisions of that Act.
- 3.1.6 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land or allow other persons access to the Land for these purposes;
- 3.1.7 the erection of utility transmission lines across the Land.

3.1.8 any other activity which might have an adverse effect on the Values.

3.2 The Owner must:

3.2.1 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;

3.2.2 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

3.2.3 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on and to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land or to ascertain whether the provisions of this Covenant are being observed;

4. THE MINISTER'S OBLIGATIONS

4.1 The Minister must have regard to the objective specified in clause 2.1 when considering any requests for approval under this Covenant.

5. IMPLEMENTATION OF OBJECTIVES

5.1 The Minister may;

5.1.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1;

5.1.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objective specified in clause 2.1.

6. DURATION OF COVENANT

6.1 This Covenant binds the Minister and Owner in perpetuity to the rights and obligations contained in it.

7. OBLIGATIONS ON SALE OF LAND

7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant, including any agreement by the purchaser, lessee, or assignee to ensure that on any subsequent sale, lease, or assignment, any subsequent purchaser, lessee, or assignee must also comply with the terms of this Covenant including this clause.

7.2 If for any reason this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

8. MISCELLANEOUS MATTERS

8.1 Rights

8.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

8.2 Trespass Act:

- 8.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 8.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.
- 8.3 **Reserves Act**
- 8.3.1 Subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.
- 8.4 **Titles**
- 8.4.1 This Covenant must be signed by the Commissioner of Crown Lands and the Minister and registered against the Certificate of Title to the Land.
- 8.5 **Acceptance of Covenant**
- 8.5.1 The parties agree to be bound by the provisions of this Covenant including during the period prior to the Covenant's registration.
- 8.6 **Fire**
- 8.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority and the Minister in the event of fire threatening the Land;
9. **NOTICES**
- 9.1 A notice to be given under this Covenant by one party to the other is to be in writing and made by personal delivery, by pre-paid post, or by email addressed to the receiving party at the address email set out in Schedule 1.
- 9.2 A notice given in accordance with clause 9.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of pre-paid post, on the third Working Day after posting;
 - (c) in the case of email, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next Working day after the date of dispatch.
- 9.3 The Owner must notify the Minister of any change of ownership or control of all or part of the Land and must supply the Minister with the name and address of the new owner or person in control.
10. **DEFAULT**
- 10.1 Where either the Minister or the Owner breaches any of the terms and conditions contained in this Covenant the other party:
- 10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and
 - 10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.
- 10.2 Should either the Minister or the Owner become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:
- 10.2.1 advise the defaulting party of the default.

- 10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
- 10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11. DISPUTE RESOLUTION PROCESSES

11.1 If any dispute arises between the Minister and the Owner in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

11.2 Mediation

- 11.2.1 if the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;
- 11.2.2 if the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

11.3 Failure of Mediation

- 11.3.1 in the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply;
- 11.3.2 notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President of the New Zealand Law Society;
- 11.3.3 the parties further agree that the results of arbitration are to be binding upon the parties.

12. JOINT OBLIGATIONS

12.1 The Owner or the Minister may, by mutual agreement, carry out any work or activity or improvements or take any action either jointly or individually to better preserve the Values.

13. SPECIAL CONDITIONS

- 13.1 Special conditions relating to this Covenant are set out in Schedule 2.
- 13.2 The standard conditions contained in this Document must be read subject to any special conditions.

Executed as a Deed

Signed by _____ acting under a)
delegation from the Commissioner of Crown Lands)
deemed pursuant to section 80(5) of the Crown Pastoral)
Land Act 1998 to be the Owner of the Land for the)
purposes of section 77 of the Reserves Act 1977)
in the presence of :)

Witness: _____

Address : _____

Occupation: _____

Signed by _____ exercising his/her)
powers under section 117 of the Reserves Act 1977)
as designated Commissioner and acting for and on)
behalf of the Minister of Conservation)
in the presence of :)

Witness: _____

Address : _____

Occupation: _____

SCHEDULE 1

1. Description of Land

The building footprints of the historic buildings further described at item 3 below on Blue Mountain Station and identified on the plan attached to the proposal, being the Totara Stream Hut, the Mt Edith Hut and the Hat Spur Hut and the curtilage associated with each of these buildings to a distance of 5 metres from and surrounding the exterior of each building.

2. Address for Service¹

The address for service (including facsimile number) of the Minister is:

Minister of Conservation
C/- Director Conservation Partnerships
South and Eastern South Island Region
Department of Conservation
Conservation House
77 Stuart Street
P O Box 5244
DUNEDIN
PH: (03) 477 0677
E-mail: dunedinvc@doc.govt.nz

The address for service (including facsimile number) of the Owner is:

Blue Mountain Station Limited

Registered Address and Address for Service;

Croys Limited
Level 2
161 Burnett Street
ASHBURTON 7700

Directors:

Allan Roddy Brown and Joanne Bronwyn Brown
Blue Mountain Station
Lochabar Road
RD 17
FAIRLIE 7987
Email: bluemountain@farmside.co.nz

Robert John Brown
374 Blackford Road
RD 12
Rakaia 7782

3. Values of Land to be Protected

The Totara Stream Hut, the Mt Edith Hut and the Hat Spur Hut are considered to have historical and cultural heritage value.

Historic Context.

Charles George Tripp, who had arrived in Lyttelton with John Barton Acland in January 1855, was granted a run in the Orari area in July 1855. A year later after exploration of the area a new lease of Orari Gorge was granted to Tripp and Acland, but in Acland's name. The Tripp, Acland partnership was dissolved in 1862 with Tripp retaining Orari Gorge. After returning to England he sold Orari Gorge to John Enys of Castle Hill, only to buy it back after his return to New Zealand.

¹ State street address not Post Office Box number.

Before the sale of a large portion of Orari to the Government for closer settlement in 1910, Orari Gorge Station consisted of 20,000 acres (8094 ha) of freehold and 50,000 acres (20235 ha) of leasehold and took in all the country between the Orari and Hae Hae te Moana Rivers from Woodbury Road up to Mickleburn and included the Blue Mountains and Mount Fourpeaks.

The frontispiece and endpaper map of Orari Gorge Station in "The Kettle on the Fuchsia" has 19 station huts, presumably all built during the Tripp era. These huts were predominately mustering huts; however, as some were also located near the boundary they may have also been used for boundary keeping.

Totara Stream Hut



Totara Stream Hut is located in Totara Stream which is a tributary of the Orari River. It is situated in open tussock country with some small pockets of shrub nearby. There is four wheel drive access track almost to the hut. It cannot be determined if this hut was built by Jim Radford, who built the Hat Spur hut, on the information available. The hut appears on SO3235 dated 1898 and it is said that Radford departed Orari Gorge in January 1868.

The stone hut is a gable corrugated iron roof building 4.9 metres x 3.4 metres. Like the other two huts it has a lean-to of 2.3 metres x 3.4 metres at the west end which only has one sheet of its corrugated iron roof remaining. The rest of the iron is scattered around the building. There is only one window which is in the gable at the west end above the lean-to. This window has no glass, but the opening is covered with chicken netting which keeps the birds out. There is a stone chimney at the east end which has a brick arch fireplace on a metal strap. This brick work is quite different from the brick work in the Hat Spur hut fireplace. The hut has a concrete floor and there are two sacking bunks across the end of the hut opposite the fire.

The random rubble stone work is much more uniform than that of the Hat Spur hut which suggests that the stonemason that built this hut may not have been Jim Radford. The walls are 600 mm thick and have hoop iron straps across the top and down, and into the wall to tie it together. All the stone is held together with clay pug and the interior and exterior has been lime washed.

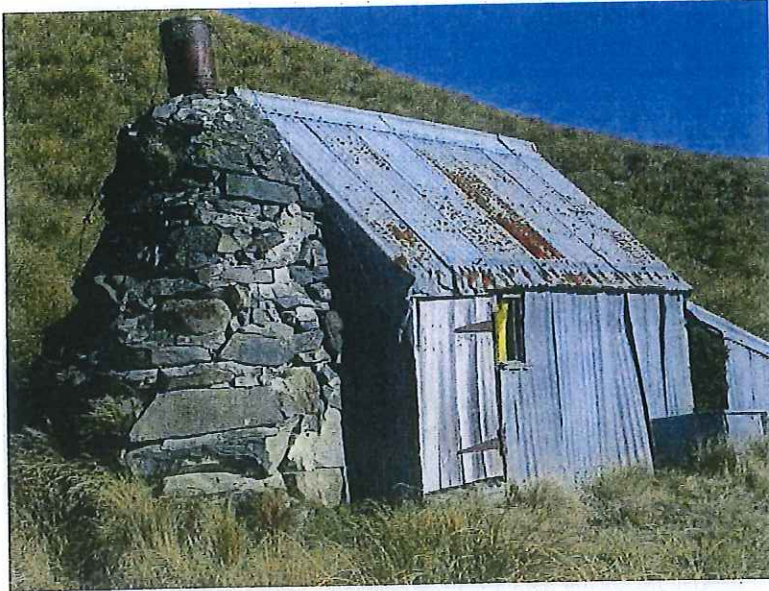
The roof framing is similar to that of the Mt Edith Hut. There is heavy felt building paper between the purlins and the roofing iron and the rafters have been packed out to the same width as the purlins to accommodate the felt. In an extract from the Totara Stream hut book it says that Radford and Hunt used the materials of the landscape and tussock for thatch for the roof. It also says "the graffiti on the rafters only dates back to the turn of the century" (1900), all the framing must have been replaced about then and corrugated iron used to replace the thatching". A closer inspection of the roof construction may determine if this is the original framing or a replacement as suggested in the hut book

The hut has been maintained and is in reasonable condition.

The hut has considerable historic significance even though the lean-to has lost most of its roof and the hut roof may not be original as described in the Hat hut text.

As the hut was built prior to 1900 it is an archaeological site under the provisions of the Historic Places Act (1993).

Mt Edith Hut



The Mt Edith Hut, as the name suggests, is on the slope of Mt Edith at about the 1,040 metre contour and set among open tussock hill country. There is no substantial shrub or tree vegetation necessitating firewood and coal to be packed in for the fire for cooking and heating. There is no spouting on the hut or a tank to hold water.

The hut does not appear on SO3235 dated 1898 and was possibly constructed early in the 20th century. The earliest date found was 1906. It is interesting that Mt Edith hut is not shown on the frontispiece and endpaper map of Orari Gorge Station in "The Kettle on the Fuchsia".

Unlike the other two huts the Mt Edith hut is clad completely in "Lysaght Orb Galvanised Tinned" corrugated iron which has never been painted. Lysaght Orb Galvanised Tinned was an imported English iron which was manufactured from the c1870's to the early 1920's.

The hut, which is at altitude, is a single room conventional 100 x 50 timber framed, gable roofed building, 3.7 metres x 2.5 metres with a stone chimney at the end. It is 2.4 metres from ground to ridge and the height to the eaves is 1.35 metres. The door is only 1150 mm high and 800 mm wide and positioned at the chimney end of the hut. It has a wooden floor of 200 mm x 25 mm boards

A 2.1 metre x 2.5 metre lean-to wood/coal shed is attached to the hut at the opposite end to the chimney. Where the lean-to is attached to the hut it is 1.3 metres high and 1.05 metres at the end. It has one entry from the outside adjacent which has no door. The lean-to has roofing iron missing and vegetation is growing up through the opening. As there is no available firewood in the vicinity of the hut storage for wood and coal packed in would have been essential along with storage for other stores.

The rough stone chimney is half round in shape approximately 1400 deep and 1500 wide near the base with a drum with ends cut out for at least part of the flue and the chimney pot. The fire place is a combination of stone and brick.

There is a storage box between the door and the lean-to door opening which has been constructed from timber and "Vacuum Oil Co" kerosene tins.

The interior is clad in horizontal corrugated iron to the height of the top plate and the space between stuffed with heavy felt building paper for insulation. There is also heavy felt building paper between the purlins and the roofing iron. The rafters have been packed out to the same width as the purlins to accommodate the felt.

There are two stretchers covered in sacking in the hut, one along the south wall and the other across the end. These do not appear to be original. The latter has a top hinged casement window above it in the cable end above the lean-to. There is also a small window beside the door. There is no glass in either window.

The hut is in reasonable condition, although not entirely weatherproof, with the majority of the fabric being original.

The Mt Edith Hut has considerable historic significance due to the amount of original fabric and aspects in its construction, even though the construction date is unknown.

Hat Spur Hut



Jim Radford a young Devon man and a stone mason arrived at Orari Gorge towards the end of 1865. After working around the homestead area with a station hand named Hunt, he and Hunt went out on to the run to commence construction of a stone hut at the back of Blue Mountain. They both returned to the homestead area to complete more work there before spending four weeks in constructing a stone hut at the Hat completing the work in January 1868. This hut is situated on the Hat Spur northwest of Mt Frances in open tussock hill country at about 860 metres. Like Mt Edith, there is no scrubland in the vicinity of the hut and firewood and coal was packed in. The hut appears on SO3235 dated 1898.

The ten bunk Hat Spur Hut itself is approximately 7.3 metres x 4.3 metres and there are the remains of a 2.1 metre woodshed that abutted the west end. The hut has been constructed of locally sourced stone and some dressing residue can be seen near the hut. It is a single roomed hut constructed in random and polygonal rubble with some stones brought to course and held together with clay pug. In most instances the corner stones are squared rubble and the walls are approx 610 mm thick. A stone chimney stands at the south end and the fireplace has a brick arch supported by a metal strap. The wall height from ground to eave at the chimney end is 1.5 metres. There are two windows and central T&G braced and ledged door (1230 mm x 400 mm) in the east elevation. The door has broken hinges. Flooring is generally 200 mm x 25 mm timber.

The hut has hip at the north end with a corrugated iron roof. The roof framing is rough sawn 100 mm x 50 mm and 75mm x 50mm timber.

Information on the roof structure is sketchy; in an extract from the Totara Stream Hut book it says that Radford and Hunt used the materials of the landscape and tussock for thatch for the roof. It also says "the graffiti on the rafters only dates back to the turn of the century" (1900), all the framing must have been replaced about then and corrugated iron used to replace the thatching". A closer inspection of the roof framing would reveal if it was original or had been replaced.

The interior which has been lime washed has areas open to the elements and the birds and there is a considerable build up of dry vegetation throughout.

Like Mt Edith Hut there is no evidence of a water tank and no spouting on the hut to collect water. It is possible that there is a spring nearby otherwise water would have to have been transported in.

The hut is well constructed but in recent years it has been neglected, presumably as it was no longer required for mustering and the stone work is starting to decay and in some areas fall out. Elderberry trees are growing against the stone walls by the chimney and in front of one of the windows.

The hut has considerable historic significance even though the lean-to has collapsed and the roof may not be original.

As the hut was built prior to 1900 it is an archaeological site under the provisions of the Historic Places Act (1993).

SCHEDULE 2

Special Conditions

1. The Owners will seek consent from the Minister if they wish to undertake repairs or stabilisation to any of the sites on the Land. Consent will be granted provided the Owners have regard to and, as far as is practical given financial constraints, comply with the ICOMOS* New Zealand Charter for the Conservation of Places of Cultural and Heritage Value attached as Schedule 3 (*International Council on Monuments and Sites).
2. The Owner agrees to manage the Values on the Land on the basis that they constitute an Archaeological Site under the Historic Places Act 1993 and consequently that the provisions of that Act and in particular section 10 of that Act apply. Section 10 provides:
"Archaeological sites may not be destroyed, damaged or modified;
 - (1) *Except pursuant to an authority granted under Section 14 of this Act, it shall not be lawful for any person to destroy, damage or modify, or cause to be destroyed, damaged or modified the whole or any part of an archaeological site, knowing or having reasonable cause to suspect that it is an archaeological site.*
 - (2) *Except as provided in Section 15 or in Section 18 of this Act, it shall not be lawful for any person to carry out any archaeological investigation that may destroy damage or modify any archaeological site.*
3. In the event that the Owners wish to substantially renovate (including any structural alterations) any of the buildings on the Land for any purpose, the Owner will enter into a heritage covenant in similar terms in perpetuity with the New Zealand Historic Places Trust pursuant to section 6 of the Historic Places Act 1993. Upon registration of a New Zealand Historic Places Trust heritage covenant the Minister will vary item 1, Schedule 1 of this document to exclude the area of the registered New Zealand Historic Places Trust heritage covenant from this covenant.
4. The Owner agrees to erect and maintain at their own expense a stock proof fence or other effective barrier about any or all of the buildings on the Land if it is apparent that stock access to the area is causing damage of any kind to any of the buildings.
5. The Owners recognise and agree, that;

As well as the buildings, there may be other pre 1900 sub surface archaeological material on the Land, and that in the event of discovery of such material, works that may disturb that material shall cease. The Minister shall be advised of the discovery and consulted before any further modification of the site shall occur. Any further work shall be subject to the outcome of such consultation.

SCHEDULE 3

ICOMOS New Zealand Charter

for the Conservation of Places of Cultural Heritage Value

Revised 2010

Preamble

New Zealand retains a unique assemblage of **places of cultural heritage value** relating to its indigenous and more recent peoples. These areas, **cultural landscapes** and features, buildings and **structures**, gardens, archaeological sites, traditional sites, monuments, and sacred **places** are treasures of distinctive value that have accrued meanings over time. New Zealand shares a general responsibility with the rest of humanity to safeguard its cultural heritage **places** for present and future generations. More specifically, the people of New Zealand have particular ways of perceiving, relating to, and conserving their cultural heritage **places**.

Following the spirit of the International Charter for the Conservation and Restoration of Monuments and Sites (the Venice Charter - 1964), this charter sets out principles to guide the **conservation of places of cultural heritage value** in New Zealand. It is a statement of professional principles for members of ICOMOS New Zealand.

This charter is also intended to guide all those involved in the various aspects of **conservation** work, including owners, guardians, managers, developers, planners, architects, engineers, craftspeople and those in the construction trades, heritage practitioners and advisors, and local and central government authorities. It offers guidance for communities, organisations, and individuals involved with the **conservation** and management of cultural heritage **places**.

This charter should be made an integral part of statutory or regulatory heritage management policies or plans, and should provide support for decision makers in statutory or regulatory processes.

Each article of this charter must be read in the light of all the others. Words in bold in the text are defined in the definitions section of this charter.

This revised charter was adopted by the New Zealand National Committee of the International Council on Monuments and Sites at its meeting on 4 September 2010.

Purpose of conservation

1. The purpose of conservation

The purpose of **conservation** is to care for **places of cultural heritage value**.
In general, such **places**:

- (i) have lasting values and can be appreciated in their own right;
- (ii) inform us about the past and the cultures of those who came before us;
- (iii) provide tangible evidence of the continuity between past, present, and future;
- (iv) underpin and reinforce community identity and relationships to ancestors and the land; and
- (v) provide a measure against which the achievements of the present can be compared.

It is the purpose of **conservation** to retain and reveal such values, and to support the ongoing meanings and functions of **places of cultural heritage value**, in the interests of present and future generations.

Conservation principles

2. Understanding cultural heritage value

Conservation of a **place** should be based on an understanding and appreciation of all aspects of its **cultural heritage value**, both **tangible** and **intangible**. All available forms of knowledge and evidence provide the means of understanding a **place** and its **cultural heritage value** and **cultural heritage significance**. **Cultural heritage value** should be understood through consultation with **connected people**, systematic documentary and oral research; physical investigation and **recording** of the **place**, and other relevant methods.

All relevant **cultural heritage values** should be recognised, respected, and, where appropriate, revealed, including values which differ, conflict, or compete.

The policy for managing all aspects of a **place**, including its **conservation** and its **use**, and the implementation of the policy, must be based on an understanding of its **cultural heritage value**.

3. Indigenous cultural heritage

The indigenous cultural heritage of **tangata whenua** relates to **whanau**, **hapu**, and **iwi** groups. It shapes identity and enhances well-being, and it has particular cultural meanings and values for the present, and associations with those who have gone before. Indigenous cultural heritage brings with it responsibilities of guardianship and the practical application and passing on of associated knowledge, traditional skills, and practices.

The Treaty of Waitangi is the founding document of our nation. Article 2 of the Treaty recognises and guarantees the protection of **tinō rangatiratanga**, and so empowers **kaitiakitanga** as customary trusteeship to be exercised by **tangata whenua**. This customary trusteeship is exercised over their **taonga**, such as sacred and traditional **places**, built heritage, traditional practices, and other cultural heritage resources. This obligation extends beyond current legal ownership wherever such cultural heritage exists.

Particular **matauranga**, or knowledge of cultural heritage meaning, value, and practice, is associated with **places**. **Matauranga** is sustained and transmitted through oral, written, and physical forms determined by **tangata whenua**. The **conservation** of such **places** is therefore conditional on decisions made in associated **tangata whenua** communities, and should proceed only in this context. In particular, protocols of access, authority, ritual, and practice are determined at a local level and should be respected.

4. Planning for conservation

Conservation should be subject to prior documented assessment and planning.

All **conservation** work should be based on a **conservation plan** which identifies the **cultural heritage value** and **cultural heritage significance** of the **place**, the **conservation policies**, and the extent of the recommended works. The **conservation plan** should give the highest priority to the **authenticity** and **integrity** of the **place**.

Other guiding documents such as, but not limited to, management plans, cyclical **maintenance plans**, specifications for **conservation** work, interpretation plans, risk mitigation plans, or emergency plans should be guided by a **conservation plan**.

5. Respect for surviving evidence and knowledge

Conservation maintains and reveals the **authenticity** and **integrity** of a **place**, and involves the least possible loss of **fabric** or evidence of **cultural heritage value**. Respect for all forms of knowledge and existing evidence, of both **tangible** and **intangible values**, is essential to the **authenticity** and **integrity** of the **place**.

Conservation recognises the evidence of time and the contributions of all periods. The **conservation** of a **place** should identify and respect all aspects of its **cultural heritage value** without unwarranted emphasis on any one value at the expense of others.

The removal or obscuring of any physical evidence of any period or activity should be minimised, and should be explicitly justified where it does occur. The **fabric** of a particular period or activity may be obscured or removed if assessment shows that its removal would not diminish the **cultural heritage value** of the **place**.

In **conservation**, evidence of the functions and intangible meanings of **places** of **cultural heritage value** should be respected.

6. Minimum intervention

Work undertaken at a **place** of **cultural heritage value** should involve the least degree of **intervention** consistent with **conservation** and the principles of this charter.

Intervention should be the minimum necessary to ensure the retention of **tangible** and **intangible values** and the continuation of **uses** integral to those values. The removal of **fabric** or the alteration of features and spaces that have **cultural heritage value** should be avoided.

7. Physical investigation

Physical investigation of a **place** provides primary evidence that cannot be gained from any other source. Physical investigation should be carried out according to currently accepted professional standards, and should be documented through systematic **recording**.

Invasive investigation of **fabric** of any period should be carried out only where knowledge may be significantly extended, or where it is necessary to establish the existence of **fabric** of **cultural heritage value**, or where it is necessary for **conservation** work, or where such **fabric** is about to be damaged or destroyed or made inaccessible. The extent of invasive investigation should minimise the disturbance of significant **fabric**.

8. Use

The **conservation** of a **place** of **cultural heritage value** is usually facilitated by the **place** serving a useful purpose. Where the **use** of a **place** is integral to its **cultural heritage value**, that **use** should be retained.

Where a change of **use** is proposed, the new **use** should be compatible with the **cultural heritage value** of the **place**, and should have little or no adverse effect on the **cultural heritage value**.

9. Setting

Where the **setting** of a **place** is integral to its **cultural heritage value**, that **setting** should be conserved with the **place** itself. If the **setting** no longer contributes to the **cultural heritage value** of the **place**, and if **reconstruction** of the **setting** can be justified, any **reconstruction** of the **setting** should be based on an understanding of all aspects of the **cultural heritage value** of the **place**.

10. Relocation

The on-going association of a **structure** or feature of **cultural heritage value** with its location, site, curtilage, and **setting** is essential to its **authenticity** and **integrity**. Therefore, a **structure** or feature of **cultural heritage value** should remain on its original site.

Relocation of a **structure** or feature of **cultural heritage value**, where its removal is required in order to clear its site for a different purpose or construction, or where its removal is required to enable its **use** on a different site, is not a desirable outcome and is not a **conservation** process.

In exceptional circumstances, a **structure of cultural heritage value** may be relocated if its current site is in imminent danger, and if all other means of retaining the **structure** in its current location have been exhausted. In this event, the new location should provide a **setting** compatible with the **cultural heritage value** of the **structure**.

11. Documentation and archiving

The **cultural heritage value** and **cultural heritage significance** of a **place**, and all aspects of its **conservation**, should be fully documented to ensure that this information is available to present and future generations.

Documentation includes information about all changes to the **place** and any decisions made during the **conservation** process.

Documentation should be carried out to archival standards to maximise the longevity of the record, and should be placed in an appropriate archival repository.

Documentation should be made available to **connected people** and other interested parties. Where reasons for confidentiality exist, such as security, privacy, or cultural appropriateness, some information may not always be publicly accessible.

12. Recording

Evidence provided by the **fabric** of a **place** should be identified and understood through systematic research, **recording**, and analysis.

Recording is an essential part of the physical investigation of a **place**. It informs and guides the **conservation** process and its planning. Systematic **recording** should occur prior to, during, and following any **intervention**. It should include the **recording** of new evidence revealed, and any **fabric** obscured or removed.

Recording of the changes to a **place** should continue throughout its life.

13. Fixtures, fittings, and contents

Fixtures, fittings, and **contents** that are integral to the **cultural heritage value** of a **place** should be retained and conserved with the **place**. Such fixtures, fittings, and **contents** may include carving, painting, weaving, stained glass, wallpaper, surface decoration, works of art, equipment and machinery, furniture, and personal belongings.

Conservation of any such material should involve specialist **conservation** expertise appropriate to the material.

Where it is necessary to remove any such material, it should be recorded, retained, and protected, until such time as it can be reinstated.

Conservation processes and practice

14. Conservation plans

A **conservation plan**, based on the principles of this charter, should:

- (i) be based on a comprehensive understanding of the **cultural heritage value** of the **place** and assessment of its **cultural heritage significance**;
- (ii) include an assessment of the **fabric** of the **place**, and its condition;
- (iii) give the highest priority to the **authenticity** and **integrity** of the **place**;
- (iv) include the entirety of the **place**, including the **setting**;
- (v) be prepared by objective professionals in appropriate disciplines;
- (vi) consider the needs, abilities, and resources of **connected people**;
- (vii) not be influenced by prior expectations of change or development;
- (viii) specify **conservation** policies to guide decision making and to guide any work to be undertaken;
- (ix) make recommendations for the **conservation** of the **place**; and
- (x) be regularly revised and kept up to date.

15. Conservation projects

Conservation projects should include the following:

- (i) consultation with interested parties and **connected people**, continuing throughout the project;
- (ii) opportunities for interested parties and **connected people** to contribute to and participate in the project;
- (iii) research into documentary and oral history, using all relevant sources and repositories of knowledge;
- (iv) physical investigation of the **place** as appropriate;
- (v) use of all appropriate methods of **recording**, such as written, drawn, and photographic;
- (vi) the preparation of a **conservation plan** which meets the principles of this charter;

20. Reconstruction

Reconstruction is distinguished from **restoration** by the introduction of new material to replace material that has been lost.

Reconstruction is appropriate if it is essential to the function, **integrity**, **intangible value**, or understanding of a **place**, if sufficient physical and documentary evidence exists to minimise conjecture, and if surviving **cultural heritage value** is preserved.

Reconstructed elements should not usually constitute the majority of a **place** or **structure**.

21. Adaptation

The **conservation** of a **place** of **cultural heritage value** is usually facilitated by the **place** serving a useful purpose. Proposals for **adaptation** of a **place** may arise from maintaining its continuing **use**, or from a proposed change of **use**.

Alterations and additions may be acceptable where they are necessary for a **compatible use** of the **place**. Any change should be the minimum necessary, should be substantially reversible, and should have little or no adverse effect on the **cultural heritage value** of the **place**.

Any alterations or additions should be compatible with the original form and **fabric** of the **place**, and should avoid inappropriate or incompatible contrasts of form, scale, mass, colour, and material. **Adaptation** should not dominate or substantially obscure the original form and **fabric**, and should not adversely affect the **setting** of a **place** of **cultural heritage value**. New work should complement the original form and **fabric**.

22. Non-intervention

In some circumstances, assessment of the **cultural heritage value** of a **place** may show that it is not desirable to undertake any **conservation intervention** at that time. This approach may be appropriate where undisturbed constancy of **intangible values**, such as the spiritual associations of a sacred **place**, may be more important than its physical attributes.

23. Interpretation

Interpretation actively enhances public understanding of all aspects of **places** of **cultural heritage value** and their **conservation**. Relevant cultural protocols are integral to that understanding, and should be identified and observed. Where appropriate, interpretation should assist the understanding of **tangible** and **intangible values** of a **place** which may not be readily perceived, such as the sequence of construction and change, and the meanings and associations of the **place** for **connected people**.

Any interpretation should respect the **cultural heritage value** of a **place**. Interpretation methods should be appropriate to the **place**. Physical **interventions** for interpretation purposes should not detract from the experience of the **place**, and should not have an adverse effect on its **tangible** or **intangible values**.

24. Risk mitigation

Places of **cultural heritage value** may be vulnerable to natural disasters such as flood, storm, or earthquake; or to humanly induced threats and risks such as those arising from earthworks, subdivision and development, buildings works, or wilful damage or neglect. In order to safeguard **cultural heritage value**, planning for risk mitigation and emergency management is necessary.

Potential risks to any **place** of **cultural heritage value** should be assessed. Where appropriate, a risk mitigation plan, an emergency plan, and/or a protection plan should be prepared, and implemented as far as possible, with reference to a conservation plan.

Definitions

For the purposes of this charter:

Adaptation means the process(es) of modifying a **place** for a **compatible use** while retaining its **cultural heritage value**. **Adaptation** processes include alteration and addition.

Authenticity means the credibility or truthfulness of the surviving evidence and knowledge of the **cultural heritage value** of a **place**. Relevant evidence includes form and design, substance and **fabric**, technology and craftsmanship, location and surroundings, context and **setting, use** and function, traditions, spiritual essence, and sense of place, and includes **tangible** and **intangible values**. Assessment of **authenticity** is based on identification and analysis of relevant evidence and knowledge, and respect for its cultural context.

Compatible use means a **use** which is consistent with the **cultural heritage value** of a **place**, and which has little or no adverse impact on its **authenticity** and **integrity**.

Connected people means any groups, organisations, or individuals having a sense of association with or responsibility for a **place** of **cultural heritage value**.

Conservation means all the processes of understanding and caring for a **place** so as to safeguard its **cultural heritage value**. **Conservation** is based on respect for the existing **fabric**, associations, meanings, and **use** of the **place**. It requires a cautious approach of doing as much work as necessary but as little as possible, and retaining **authenticity** and **integrity**, to ensure that the **place** and its values are passed on to future generations.

Conservation plan means an objective report which documents the history, **fabric**, and **cultural heritage value** of a **place**, assesses its **cultural heritage significance**, describes the condition of the **place**, outlines **conservation** policies for managing the **place**, and makes recommendations for the **conservation** of the **place**.

Contents means moveable objects, collections, chattels, documents, works of art, and ephemera that are not fixed or fitted to a **place**, and which have been assessed as being integral to its **cultural heritage value**.

Cultural heritage significance means the **cultural heritage value** of a **place** relative to other similar or comparable **places**, recognising the particular cultural context of the **place**.