

# Standard conditions applying to Local Heritage Fund projects

By entering into this funding agreement with Gilgandra Shire Council, you agree to comply with the following conditions:

## The project from start to finish

### 1. Acceptance of offer

You must accept in writing and return this funding offer to Council for processing within 28 days of receiving the offer and contract from Council. Failure to return the correct information will result in the project being withdrawn from this funding round.

### 2. Permission to commence work

Council's Heritage Advisor Peter Duggan will complete a site inspection prior to approval being given by Council. Commencement of work can only begin once Council has received the completed offer and signed contract form from successful applicants.

### 3. Project approvals

If necessary, you agree to separately arrange for appropriate works approvals for this project as required by the council's planning and building requirements and the *Heritage Act 1977*.

### 4. Project milestone dates

You agree to meet the following project milestone dates:

**Milestone 1:** Council's Heritage Advisor Peter Duggan will arrange an appointment with you to assess the project site after applications are assessed (sometime in September 2024)

**Milestone 2:** You are to complete funding offer and contract forms with Council for your project and submit these papers to Council (maximum 28 days after receipt)

**Milestone 3:** Notify Council before you commence your project.

**Milestone 4:** Project completion before Wednesday 1 May 2024.

**Milestone 5:** Correct invoice from applicant submitted to Council before 1 May 2024.

You also acknowledge that Gilgandra Shire Council Local Heritage Fund operates on an annual budget allocation and Council cannot carry forward any unclaimed funds for your project. If you fail to meet the milestone dates set out above, your funding may be reviewed or revoked.

### 5. Progress report/s

You must provide a brief verbal or written progress report/s on your project as requested by Council.

### 6. Project compliance certification

When your project is completed, and before the council will pay your funding, the Council's Heritage Advisor Peter Duggan must inspect your project and deem the works satisfactory.

## **7. Payment of funding**

Payment for projects can only be processed once Council's Heritage Advisor has completed an assessment and Council has received a correct invoice for the funding amount from the applicant (before 5pm Wednesday 1 May 2024). Payment will be processed before the end of financial year 2024.

## **Finances**

### **8. Advising changes in the source and/or amount of funding**

You must advise Council of any changes to the financial resources and arrangements stated in your application.

### **9. GST**

Council considers the full cost of the project to be the GST-inclusive amount.

### **10. Claiming your grant funding**

You must submit an invoice from you as the applicant for the full amount of funding you were allocated for the project (as stated on your funding agreement with Council) before Wednesday 1 May 2024.

You also agree that unless requested, and Council agrees, all cheques or electronic transfers will be made payable to you or your ABN registered name.

- 11.** Council will process all claims for funding under the Local Heritage Funding after Wednesday 1 May 2024 after all applicants have submitted their invoices. Processing will be completed by Council as quickly as practicable. All payments to applicants for completed projects will be complete before 30 June 2024.

## **Operational issues**

### **12. Revocation of funding**

You agree that this financial assistance may be reviewed or revoked at any time under one or more of the following circumstances:

- unsatisfactory work
- failure to meet time schedules, milestones, and deadlines
- failure to provide progress reports
- non-disclosure or misleading or false disclosure of information
- inadequate additional funding being provided from another source
- incomplete information submitted to Council

### **13. Reusable equipment**

You agree that funding provided for this project is not to be used for expenditure on reusable equipment without the prior written approval of Council. If projects for reusable equipment is approved, resale of such equipment may require a refund of moneys to Council.

### **14. Transactions between persons not at arm's length**

You must advise Council immediately of any transaction where the applicant and another party, or parties, to any transaction involving expenditure on this project are not dealing with each other at arm's length, for example, if a relative is doing paid work on the project.

If Council considers that the expenditure exceeds the amount that would have been incurred if the parties had been dealing with each other at arm's length, Council may disregard the excess in any claim made to it.

### **15. Acknowledgment of funding**

You agree to acknowledge the funding assistance during the project and on completion in any form required and approved by the Council.

### **16. Publicity**

Council may publicise your project through its newsletter, website, social media channels, media releases and in liaison with journalists.

### **17. Copyright – non-exclusive license**

For publications or signage projects, you will supply the appropriate permissions (non-exclusive license to Council) to use certain copyright material created as part of this funded project.

*[Copyright owners of material such as written material, photographs, music or moving images can assign or license their rights in copyright material. Copyright protects the form in which an idea or information is expressed, not the idea or information itself.]*

### **18. Best practice heritage and project management**

You agree that all work must be carried out in a best practice heritage manner and in particular to accord with the publication called [How to carry out work on heritage buildings and sites](https://www.environment.nsw.gov.au/-/media/OEH/Corporate-Site/Documents/Heritage/how-to-carry-out-work-on-heritage-buildings-and-sites.pdf), available from <https://www.environment.nsw.gov.au/-/media/OEH/Corporate-Site/Documents/Heritage/how-to-carry-out-work-on-heritage-buildings-and-sites.pdf>

You agree to follow the advice of Council's appointed Heritage Advisor Peter Duggan in relation to your project from commencement to completion. Mr Duggan will assess all projects prior to advising successful applicants they can commence works.

Unsuccessful applicants will be advised before 2 October 2023.

You also agree to administer the project in accordance with best practice management.

### **19. Engagement of a heritage specialist (special conditions)**

**If required as part of your project's special conditions**, you agree to engage a heritage specialist to supervise and provide advice on the heritage aspects of the project. You agree to ensure that the heritage specialist:

- has appropriate qualifications, skills and experience to supervise your project
- will provide appropriate technical advice to ensure that best practice heritage conservation methods are followed as set out in [How to carry out work on heritage buildings and sites](https://www.environment.nsw.gov.au/-/media/OEH/Corporate-Site/Documents/Heritage/how-to-carry-out-work-on-heritage-buildings-and-sites.pdf) – see (<https://www.environment.nsw.gov.au/-/media/OEH/Corporate-Site/Documents/Heritage/how-to-carry-out-work-on-heritage-buildings-and-sites.pdf>). This refers to the [Australia ICOMOS Burra Charter](#).
- agrees to prepare and endorse the updated work schedule and costings for this project included in this funding agreement, if needed
- agrees to supervise the project and complete the [Project Compliance Certification](#) for the funding payment.

### **20. Long term protection and heritage listing**

You agree, and, if you are not the owner, the owner also agrees:

- to take all reasonable measures to protect in perpetuity the item for which this assistance is granted

- not to undertake any work, including subdivision, on the item, its site and any moveable heritage items (hereafter called 'heritage items') on the site which would adversely affect their heritage significance
- to actively support and not to object to the inclusion of the item in a local or regional environmental plan, or to listing of the heritage item/s on the NSW State Heritage Register under the NSW *Heritage Act 1977*, or to an order on the item under the *Heritage Act 1977*.

**21. Insurance**

You agree to insure and keep insured at all times the building/structure/site for which this funding is granted, unless Council approves otherwise. You must submit the insurance details to Council if requested at any time.

**22. Compliance with other regulators**

You agree to comply with all requirements of other regulatory agencies and you agree that this agreement and any related matters do not override your requirement to do so.