



The Methodist Church of New Zealand  
Te Hāhi Weteriana o Aotearoa

---

Administration Division

# BRICKS & MORTAR

---

Everything you need to know  
to manage church property

**1<sup>st</sup> Edition** – May 2019





# CONTENTS

---

Introduction .....	3
Section 1: The Church and Building Law.....	8
Section 2: Sale of Property.....	26
Section 3: Purchase of Property .....	31
Section 4: Renovations, Alterations, Extensions and New Buildings.....	36
Section 5: Insurance .....	40
Section 6: Asbestos Management .....	52
Section 7: Management Structure for Building Development Projects.....	64
Section 8: Our Land Story and Guidelines for Taking Action on Land and Responding to the Waitangi Tribunal .....	66
Section 9: Heritage Listings, Local Authority Controls and other Constraints on Property Use.....	75
Section 10: Leasing Property.....	79
Section 11: Subdividing Land .....	81
Section 12: Internal Transfers of Property .....	82
Section 13: Borrowing by Parishes .....	83
Section 14: Funds for the Church .....	84
Section 15: Use of Capital Funds .....	87
Section 16: Lotteries Commission and Community Trust Grant Applications .....	88
Section 17: Dealing with Property when a Parish is Dissolved.....	89
Section 18: Parsonages Preparing for a New Ministry.....	91
Section 19: Removals Policy .....	96
Section 20: Removals – Guide for Ministers .....	101
Appendix 1: MCPC Application Form.....	108
Appendix 2: Service Tenancy Agreement .....	116
Appendix 3: Insurance Claim Form .....	128
Appendix 4: Insurance Contents Schedule.....	130



# INTRODUCTION

---

## The Church and Property

Property is one of the most visual and tangible resources of the Church, but it is only a means of enabling the Church, that is “The Body of Christ”, to worship, nurture, teach, witness and serve. It must never be seen as an end in itself.

The Church, in administering property, considers it from various standpoints and, in doing so, endeavours to recognise the importance of wise stewardship of such resources. All property of the Church is held for the ultimate benefit of the Church and is under the final authority of Conference.

When property is held by the Board of Administration, the local parish’s responsibility regarding property is substantially altered, as control and oversight of the property is directly held by the parish and not through a permanent group of separate trustees.

## Purpose of this Guide

This property guide is provided as a reference tool for dealing with Church property. It is not a substitute for the Law Book or seeking legal advice in the case of property transactions that will affect the title or legal status of Church land.

By having all property matters in one manual we hope it will be easier for parish councils and property committees to work through important issues and processes. It does make for a large and somewhat imposing document, however, we have tried to order the manual so that the sectors most referenced are near the front and each section is complete in itself meaning that you can ignore the sections that do not apply until they are needed.

We express our thanks to the Presbyterian Church of Aotearoa New Zealand whose property manual has assisted with the format and content of this handbook.

# EXPLANATION OF TERMS

---

## Attestation Clause (signing of documents)

Formal statement describing the manner in which a legal document is signed. The Attestation Clause for documents executed by the Board states: The Common Seal of The Board of Administration of the Methodist Church or New Zealand was hereunto affixed and these presents signed by two of the said members of the Board of Administration.

## Agreement for Sale and Purchase

Legal document in which all the terms and conditions of sale are recorded. This is signed by the purchaser and the vendor at the time of agreement. Once signed by both parties, the agreement becomes a binding contract subject only to the conditions stated in the agreement. When the title is held in the name of the Board of Administration, this document must be signed by a member of the Board of Administration. If the property title is held under a Model Deed Trust, the majority number of the Model Deed Trust members sign where appropriate.

## Authority and Instruction (A&I) Form

A signed A&I form gives a lawyer or conveyancer authority and instruction to lodge a dealing for registration under section 164A of the Land Transfer Act. By signing the form, a client is agreeing that all details provided are correct. For properties held in the name of the Board of Administration of the Methodist Church of New Zealand, this form is signed by two members of the Board, witnessed by an appropriate professional and the Board seal affixed.

## Board of Administration

Board of Administration of the Methodist Church of New Zealand.

## Certificate of Title

Record that identifies a specific property by legal description, registered location, size and the owner. Records of properties are now electronically recorded by Land Information New Zealand (LINZ).

## Detailed Seismic Assessment (DSA)

A more detailed quantitative appraisal by an earthquake engineer that establishes the seismic performance of a building based on its individual characteristics. The DSA was previously called a Detailed Engineering Evaluation (DEE).

## Execution

Act of formally signing a legal document. For Church property matters, this is execution by also affixing the Common Seal of The Board of Administration of the Methodist Church of New Zealand.

## Instrument of transfer

Formal document upon which the details of a sale and purchase of property is entered for recording in the Land Transfer Office.

## Initial Seismic Assessment (ISA)

High level assessment to indicate the likely seismic performance of a building, often considerably more conservative than the next assessment. The ISA was previously called an Initial Evaluation Procedure (IEP).

## Land Information Memorandum (LIM)

A report issued by a local authority which contains information about a property.

## **Loan agreement**

Formal document in which all the terms and conditions pertaining to the money being borrowed must be disclosed.

## **Methodist Connexional Property Committee (MCPC)**

Committee that deals with all property and insurance matters. The committee approves, subject to prior approval from Synod Property Committees, sale and purchase of property, all building alterations over \$25,000 in value and/or requiring a resource or building consent, loans from the Church Building and Loan Fund (CB&L), Property Development Grants, drawdown of 80% of interest from Parish CB&L funds, Lease Agreements over a 7-year term (including rights of renewal) and other property related matters. The Committee is a subcommittee of the Board of Administration of the Methodist Church of New Zealand.

## **Mortgage**

Legal document which sets out the terms and conditions upon which the security for any borrowing is affected against property.

## **Parish Council/Leaders Meeting**

Governing body of a parish congregation.

## **Parsonage**

Parish residential property that provides accommodation for the Minister and family.

## **Partner Churches**

Any combination of Anglican, Christian Churches, Congregational Union, Methodist and Presbyterian Churches (comprise partner Churches) may form a union or co-operative venture.

## **Synod**

Regional body of the Methodist Church that oversees, guides and supports all Methodist parishes in the Synod region.

## **Uniting Congregation of Aotearoa New Zealand (UCANZ)**

This is the national body which oversees co-operative ventures, including union parishes, on behalf of partner Churches. In respect of particular co-operating ventures, it exercises the powers of a Joint Regional Forum where none exists for that co-operating venture.

## **Valuation - Insurance**

Report from a Registered Valuer or Quantity Surveyor to determine the building replacement value for insurance.

## **Valuation - Market**

Report from a Registered Valuer, stating the condition and current market value of the property under consideration. This differs from a valuation carried out for insurance purposes.

## **Vendor**

Owner of the property that is being sold

# COMMITTEES

---

## Church Property Committees

Property Committee membership shall be for three years, with at least one third retiring annually by rotation, but shall be eligible for re-appointment. (Law Book 9:4.3.)

The Leaders Meeting or Parish Council can act as the Property Committee.

Responsibilities of the Property Committee include:

- Maintaining adequate standard of maintenance and repair of all property including furnishings, organ etc.
- Managing the property for which it is responsible
- Insuring all property, in accord with the parish's strategy and Church requirements
- Reporting regularly on property matters to Leaders' and/or Parish Meeting, and ensuring that funds are allocated, including appropriate budgets and required maintenance reserves
- Arranging development or re-development of property in accord with the parish/Synod strategy
- Ensuring that the parsonage meets the guidelines as approved by Conference and is adequately maintained. A separate maintenance fund should be established and funded: the Committee recommends annual funding at 10% of notional stipend
- Ensuring that the correct procedures are followed where there is any proposed sale, purchase or development of buildings.

## Synod Property Advisory Committee

The Synod Property Advisory Committee consists of not less than five persons and shall be elected annually at the August Synod meeting. In electing the Committee, Synods should have regard to skills that will be required to carry out its functions and there should be sufficient representation on the committee to represent the Church Community.

Skills required include formulating strategy, building, finance and property-related knowledge.

Responsibilities of the Synod Property Advisory Committee include:

- Assisting parishes to work out their strategy on property matters
- Studying and considering parish aspiration, strategy, plans, and the financial implications of any project being considered
- Assisting local churches and parishes in all matters concerning buildings, repairs, seismic strengthening, maintenance, architects' briefs, plans, specifications and the sale or purchase of any property
- Assisting parishes to discover and document the history of any property held
- Considering all proposals by parishes for the purchase, sale, lease, mortgage or other borrowing against buildings and property, plans and specifications of proposed buildings or alterations to buildings
- Reporting to Synod and the Methodist Connexional Property Committee with recommendations regarding any proposals
- Approving withdrawals from the Church Building and Loan Fund for building projects
- Approving withdrawals of 80% interest from Church Building and Loan Fund deposits
- Approving Property Development Grant Applications.



## Methodist Connexional Property Committee

The Committee is a subcommittee of the Board of Administration acting on behalf of Conference and, as such, is responsible for considering proposals submitted by parishes, together with recommendations by the relevant Synod Property Advisory Committee.

Responsibilities of the Methodist Connexional Property Committee include:

- Considering strategy when there are proposals for sale, purchase, new builds and refurbishment, enlargement, alteration, demolition or repairs to any projects over \$25,000 in value and/or requiring a resource or building consent, dissolution of churches and parishes and insurance
- Receiving, considering and commenting on all applications for property acquisition, disposal, erection, enlargement, alterations for projects over \$25,000 in value and/or requiring a resource or building consent of Church buildings
- Obtaining advice from Synod Property Advisory Committees as appropriate for all property matters
- Approving developments proceeding after determining they meet the Conference requirements
- Approving loans to parishes as required up to the approved limits subject to consideration of the budget, project funding and ability to service the loan and maintain the mission of the parish
- Approving borrowing by parishes, missions and other Church boards for property purposes
- Approving of 80% interest withdrawals from CB&L Fund deposits
- Approving exemptions from 15% of proceeds of the sale of redundant Church property
- Approving Properties Development Grants
- Determining that the parish has undertaken the appropriate research on the history of property held when approval is being sought to buy or sell property – see Land Story, Section 8
- Ensuring adequate insurance arrangements are in place
- Assisting the Church to understand and develop its relationship with property and the resources of the Church and compliance with all relevant statutes, by-laws and regulations
- Considering the issues that arise when one Methodist Church of New Zealand congregation ‘transfers’ Church property from another Methodist Church of New Zealand congregation. The Committee’s concern is that the settlement of the transfer of stewardship between the Methodist Church groups should be discussed in the context of Koha rather than necessarily a valuation-based negotiation such as would be the case with an outside party
- Approving Lease Agreements in excess of a 7-year term, including right of renewal
- Managing the Asbestos Management Register.

**Note: Approvals for sales/purchases and projects lapse one year after they are granted. MCPC Agenda closes 10 days before each scheduled meeting.**

## Section 1

# THE CHURCH & BUILDING LAW

---

The following section endeavours to identify the main ramifications of the following legislation:

1. Building Act 2004
2. Building (Earthquake-prone Buildings) Amendment Act 2016
3. Resource Management Act 1991
4. Fire and Emergency NZ (Fire Safety Evacuation Procedures and Evacuation Schemes) Regulations 2018
5. Heritage New Zealand Pouhere Taonga Act 2014
6. Health and Safety at Work Act 2015 (and associated regulations).

These laws and regulations affect the obligations and duties of building owners, managers and employers of staff, tenants, visitors and volunteers within buildings.

The information has been prepared for Methodist entities and property held in the name of the Methodist Church of New Zealand, Methodist Trusts and Methodist Church of New Zealand property in Union or Co-operating Parishes.

### The Building Act 2004

If building, renovating, demolishing, or carrying out maintenance on new and existing buildings throughout New Zealand, it is likely you will be affected by the Building Act 2004.

The Building Act 2004 sets standards and procedures for those involved in building work to ensure buildings are constructed to comply with the current Building Code. The Building Code covers how work can be done, who can do it, and when it needs to be inspected.

The aim of the Building Act is to improve control of, and encourage better practices in, building design and construction.

The Act sets out the following principles of building control:

- Safeguard the health and wellbeing of people using any building
- Ensure that each building is durable for the intended use
- Recognise any special traditional and cultural aspects of the intended use of a building
- Promote the importance of standards of building design and construction in achieving compliance with the Building Code, whilst allowing for continuing innovation in methods of building design and construction
- Protect those entering a building to undertake rescue operations or firefighting from injury or illness
- Provide protection to limit the extent and effects of the spread of fire
- Protect other property from damage while building, using or demolishing a building
- Provide (both to and within certain buildings) access and facilities for people with disabilities
- Facilitate the preservation of buildings of significant cultural, historical, or heritage value
- Facilitate the efficient use of energy and the use of renewal sources of energy in buildings
- Facilitate the efficient use of water and water conservation in buildings
- Facilitate the efficient and sustainable use of materials in buildings, and reduce the generation of waste during the construction process
- Ensure that owners, managers, designers, builders and building consent authorities are each accountable for their role in ensuring that the necessary Building Consents and other approvals are obtained for proposed building work, and that work complies with the Building Code whether or not Building Consent was required.

There are other laws that could affect a building project. These include council bylaws, the Resource Management Act and the laws specifying that certain plumbing, gas and electrical work must be done by licenced qualified professionals.

## Building Controls

Building controls are important to ensure we live, worship and work in quality buildings that are safe, healthy and free of defects.

Building Controls ensure that buildings:

- are designed and built by skilled, capable people who stand behind their work
- meet or exceed minimum requirements
- are constructed according to clear, upfront, contracted agreements between all parties regarding what is going to be built, how any faults will be fixed, and how arguments will be resolved
- are appropriately maintained by well-informed owners/managers
- are overseen by authorities who target their regulatory control according to the level of risk and the consequences of failure.

## Building Code

Under the Building Act 2004, all building work in New Zealand must comply with the Building Code.

The Building Code does not prescribe how work should be done, but sets minimum standards of functional requirements and performance criteria that buildings must meet, such as:

- protection from fire
- structural strength
- moisture control and durability.

To ensure your project goes smoothly, it is important that those who draw up your project plans and specifications understand the Building Code requirements and how to meet them, and that the builder works to the approved plans.

The Church requires that plans are prepared by an appropriate design consultant. The appropriate consultant will vary with the job. For a bathroom or kitchen renovation, a professional designer could be appropriate. For a minor remodelling, a master builder or architectural draughtsperson could be acceptable. For major renovations and new church complexes, it is unlikely that anything other than a registered architect will be acceptable. If you are uncertain as to whether a registered architect would be required, please contact the Connexional Office, 03 366 6049 or email to [info@methodist.org.nz](mailto:info@methodist.org.nz)

Building plans and specifications are assessed by Building Consent Authorities (BCA), who are usually the local territorial authority, to ensure that the completed building work will comply with the Building Code. Only when the BCA is satisfied, will a Building Consent for the work to proceed be issued.

## Building Consent

The purpose of the consenting process is to ensure that building work is safe, durable and does not endanger health, both for the current users of the building and for those who may buy and use the property in the future. The consenting process also ensures that all building work complies with the current Building Code. As the owner/manager of a property, ultimately it is your responsibility under the Building Act to make sure that any work undertaken on a property is done in accordance with the law and completed to a good standard.

If you are planning on the construction of a new building or doing alterations, you have to get a Building Consent from your local territorial authority/BCA before construction starts, unless the building work is exempt.

BCAs will undertake inspections during construction and issue Code Compliance Certificates to certify that the finished work complies with the Building Code.

Building without a Building Consent (if one is required) is an offence that could result in fines and possibly the removal of the building work. It may also make it difficult to sell the building, or to get insurance. Some building work will also require a Resource Consent under the Resource Management Act.

## Building Alterations

Building Consent cannot be granted for the alteration of an existing building unless the territorial authority is satisfied that, after the alteration, the building will:

- comply with the Building Code for means of escape from fire and for access and facilities for people with disabilities (if required) as near as possible as if it were a new building
- continue to comply with the other provisions of the Building Code at least to the same extent as before the alteration.

It is also important to check before work is undertaken whether intended alterations will require significant additional work to bring the rest of the building up to current Building Code.

**Before undertaking any alterations or renovations, check with your local council territorial authority to see if Building Consent is required for the proposed work.**

## Changing the Use of Buildings

If you are proposing to change the use of a building, for example converting a church hall to commercial use, or converting a warehouse into a church or church hall, consent will be required. The territorial authority will need to be satisfied that the building in its new role will comply with the provisions of the Building Code relating to:

- means of escape from fire, protection of other property, sanitary facilities, structural performance and fire rating performance
- access and facilities for people with disabilities
- compliance with the other provisions of the Building Code to at least the same extent as before the change of use.

**Note: Any work that requires Building Consent or Resource Consent also requires approval from Synod and the Methodist Connexional Property Committee before any work can commence.**

## Building Work That Requires Consent

Under the Building Act 2004, examples of building work that will require consent include:

- alterations, additions and many structural repairs to existing buildings, specifically those that will affect the structural stability of the building (in some cases, you will need consent to replace all the wall linings at once as they may serve a structural purpose)
- any alterations to inter-tenancy walls, i.e. those separating units in a multi-unit development, will need Building Consent
- some demolitions of existing buildings and structures
- the removal or relocation of an existing building
- sheds greater than ten square metres in floor area
- site work, for example, earthworks for a new extension
- construction of decks one metre or more in height above ground level or any wall that is above 1.5 metres in height above ground level, or will retain driveways or structures
- changing building use
- plumbing or drainage work other than routine maintenance – although this can only be done by a registered plumber or drain layer
- installing or replacing an inbuilt, free-standing log and solid fuel burner, heater or open fire place
- putting in a swimming or spa pool
- fences over two metres high.

**This is not a complete list; it is only a guide of the main types of building work that require consent. Your local council/appropriate professional should be consulted before doing any major building, alteration or renovating projects.**

**Building work that is exempt from requiring Building Consent must still comply with the Building Code.**

These are listed in more detail in the useful guide from The Ministry of Business, Innovation and Employment which can be found on the following website:

<http://www.dbh.govt.nz/publications-about-the-building-act-2004>

**If in doubt consult your local territorial authority.**

## Restricted Building Work

Restricted building work is work that must be carried out, or supervised by, a licensed building practitioner.

The Building Act 2004 introduced the Licensed Building Practitioners Scheme (LBP). The scheme aims to set national standards of competence for people in the building industry and to ensure on-going maintenance and improvement of skills.

The seven licence classes are as follows:

1. design
2. site supervisors or construction managers
3. carpenters
4. external plasterers
5. roofers
6. brick and block layers
7. foundations workers.

Restricted building work is any building work that requires consent and relates to an element that is critical to the integrity of the building and the health and safety of its occupants. This includes:

- the design and construction of the primary structure (e.g. foundations and framing)
- the design and construction of the external envelope (e.g. roofing and cladding).

Any plans and specifications used in an application for Building Consent in relation to restricted building work must be prepared and certified by, or under the supervision of, one or more licensed building practitioners. These must be licensed building practitioners whose licences authorise them to certify the plans and specifications.

## Other Building Work That Must Be Done by Licensed Tradespeople

### Plumbing and Drainage Work

You can only do simple plumbing work if renovating or doing alterations that does not involve installing new pipes. You can install dishwashers and washing machines to existing connections, change tap washers, ball valves or seals and replace taps.

All other plumbing and drainage work must be carried out by a licensed or certified plumber. Any new plumbing and drainage work will require Building Consent.

### Gas fitting Work

Work to install gas fittings and appliances in a building must be carried out by a licensed or certified gasfitter.

A licensed or certified plumber or gasfitter is registered by the New Zealand Plumbers, Gasfitters and Drain Layers Board. You can check the Board's online register to see if a plumber, gasfitter or drain layer is authorised to carry out the work on [www.pgdb.co.nz/search/public-register.html](http://www.pgdb.co.nz/search/public-register.html)

### Electrical Work

Electrical work must be done by a licensed electrician. This is a person registered by the Electrical Workers Registration Board (EWRB).

For any new work done, the electrician must issue a Code Compliance Certificate. This is an assurance that the work has been done to New Zealand's electrical and safety standards.

For more information see the website <https://www.ewrb.govt.nz>

You can check the Board's online register to see if an electrician is authorised to carry out the work on <https://ewrb.govt.nz/Publicregister/search.aspx>

## Inspection Process

It is the building owner's/manager's responsibility to organise inspections. If this has been delegated to a builder, architect or project manager, check to make sure the inspections are taking place.

The BCA will set out the inspections that are necessary on the building consent. For example, for a new build, inspection may typically be carried out (but not limited to) the following stages of construction:

- foundations
- framing & insulation
- plumbing
- drainage
- claddings & flashings
- the finished building.

When all the building work is complete, organise for a final inspection for a Code Compliance Certificate (CCC) to be issued.

## Code Compliance Certificate

Once the territorial authority is satisfied on reasonable grounds that the building work has been completed in accordance with the approved building consent and Building Code, the Code Compliance Certificate will be issued.

**A copy of the Code Compliance Certificate is to be lodged with the Connexional Office.**

## Maintenance and Occupancy Controls

Before a building can be occupied, it must have a Code of Compliance Certificate. This cannot be issued until the building is complete.

Certain other classes of buildings (mainly buildings used by the public, commercial or multi-unit residential buildings) require additional ongoing reviews of specified systems and services within those buildings. This is to ensure the buildings and the services within them are maintained in a safe and sanitary condition for members of the public to enter, occupy or work in.

## Building Compliance Schedule

Buildings containing certain safety and essential specified systems require a Building Compliance Schedule.

Building Compliance Schedules are issued by the territorial authority/BCA and outline:

- the features in your building that require ongoing maintenance and inspections
- the frequency of those inspections, and who is able to perform them.

Under the Building Act 2004 all buildings other than single residential buildings require a compliance schedule and annual Building Warrant of Fitness if they contain any of the following:

- sprinkler systems
- automatic or manual emergency warning systems for fire
- automatic doors or windows (e.g. that close on fire alarm activation)
- emergency lighting systems
- audio loops or other assistive listening systems
- smoke control systems
- lifts.

This is not the complete list; enquiries as to whether a particular building requires a Building Compliance Schedule should be referred to the local territorial authority.

## Compliance Schedule Statement and Building Warrant of Fitness

A Compliance Schedule Statement is issued as a temporary public notification of:

- the specified systems covered by the compliance schedule for a building
- where the compliance schedule is kept.

**The Compliance Schedule Statement is required to be publicly displayed for 12 months from the date of issue.**

It is then replaced by the first Building Warrant of Fitness (BWOFF). The Building Act 2004 requires the owner/manager of the building to supply the territorial authority with a Building Warrant of Fitness (BWOFF) and Certificate of Compliance with inspection, maintenance and reporting procedures at every anniversary of the Compliance Schedule issue date.

This means that every 12 months a new set of forms will be sent out; it is up to the building owner/building manager to ensure that each of the systems and features listed in the Building Compliance Schedule is inspected and maintained by an independent qualified person with the necessary technical expertise.

**An Independent Qualified person (IQP) is a person (or firm) approved by a council as qualified to inspect, maintain and report on specified systems. Most territorial authorities have lists available on their websites of registered IQPs. Tradespeople that are registered as an IQP advertise this in the Yellow Pages. IQPs can assist building owners with carrying out the monthly tests and inspections that building owners are not allowed to complete themselves and fill in the BWOFF yearly for a monthly fee.**

The BWOFF is the owner's written statement that the Compliance Schedule has been complied with during the previous 12 months.

**The BWOFF must be displayed in a place in the building where it can be seen by all building users.**

- The Council will keep one copy of the BWOFF and related documents from the independently qualified persons on record for the life of the building.
- The building owner/building manager is required to keep all the inspection and maintenance reports for at least two years after they have been issued.
- The forms and reports must be stored with the compliance schedule at the location stated on the Building Warrant of Fitness.

## Dangerous, Insanitary or Earthquake Prone Buildings

The Building Act contains provisions relating to all buildings that may be dangerous, insanitary or earthquake prone irrespective of when they were constructed. The Act gives Territorial Authorities wide ranging powers to require owners to secure dangerous buildings and to take steps to remedy or remove the danger.

**Dangerous Building** – A building is deemed to be dangerous if, in the ordinary course of events (excluding earthquakes), it is likely to cause injury or death to anyone in it or anyone on any other property or to damage any other property. A building which because of fire hazard and occupancy is likely to give rise to loss of life in a fire is also deemed to be dangerous.

**The Building Act does not differentiate between residential and other property when considering if a building is a fire hazard. Any property may be considered a fire hazard where installed safety features are not maintained.**



**Insanitary Building** – A building is deemed to be insanitary if:

- it is located or constructed in such a way or is in such disrepair that it is offensive or likely to be injurious to health
- it has roof or walls that leak or other insufficient provision against moisture penetration causing dampness in the building or an adjoining building
- it does not have an adequate supply of clean water or has inadequate sanitary facilities.

**Earthquake Prone Building** – A building is deemed to be earthquake prone if, because of its condition, the ground on which it is built and its construction, it will have its ultimate load capacity exceeded in a moderate earthquake and that this would be likely to result in catastrophic collapse causing injury or death, or damage to other property.

A building which has an ISA or seismic capacity rating of less than 33% of the new building standard (NBS) is considered to be earthquake prone.

If the ISA score or rating is greater than 33% NBS but less than 67% NBS, the building is considered to be potentially an earthquake risk.

Strengthening a building to 67% NBS or even to 100% NBS or more minimises the risk for those in the building and around the building and increases their chances of evacuating the building safely.

The purpose of seismically strengthening buildings is to preserve life and to minimise damage. Even if a building is 100% NBS this is still not a guarantee that there will be no serious harm to life and limb or damage to buildings but it will minimise the risk.

#### Conference Decision in respect of New Building Standards (NBS) 2016

**That in respect of New Building Standards (NBS) Conference agrees that:**

- 1. unless an engineer confirms that, in their professional opinion, a building rated below 34% NBS is safe to be occupied for the normal use and occupant loading, that building be closed and not used until strengthened;**
- 2. when buildings are being strengthened they be brought up to 67% NBS or as near to that rating as is economically and practicably reasonable;**
- 3. buildings below 34% NBS that are confirmed safe to continue to be used be strengthened to 67% NBS (or as near to that rating as may be economically and practicably reasonable) within the time allowed under the Building (Earthquake Prone Buildings) Amendment Act or when the buildings are altered or remodelled so as to require a building consent;**
- 4. buildings between 34% NBS and 67% NBS be strengthened to 67% or as near to that rating as is economically and practicably reasonable, over time or when the buildings are being altered or remodelled so as to require a building consent.**

The building standard itself varies from region to region. The seismic strength of a building in Wellington, to meet its new NBS, would be three times greater than a similar building in Auckland.

The %NBS is a reference to the actual strength of an existing building compared with a new building of the same type that would be designed in that city/region. For example, for a building that was required to be strengthened in Auckland to 67% NBS, the NBS would be the standard that is required for the Auckland region.

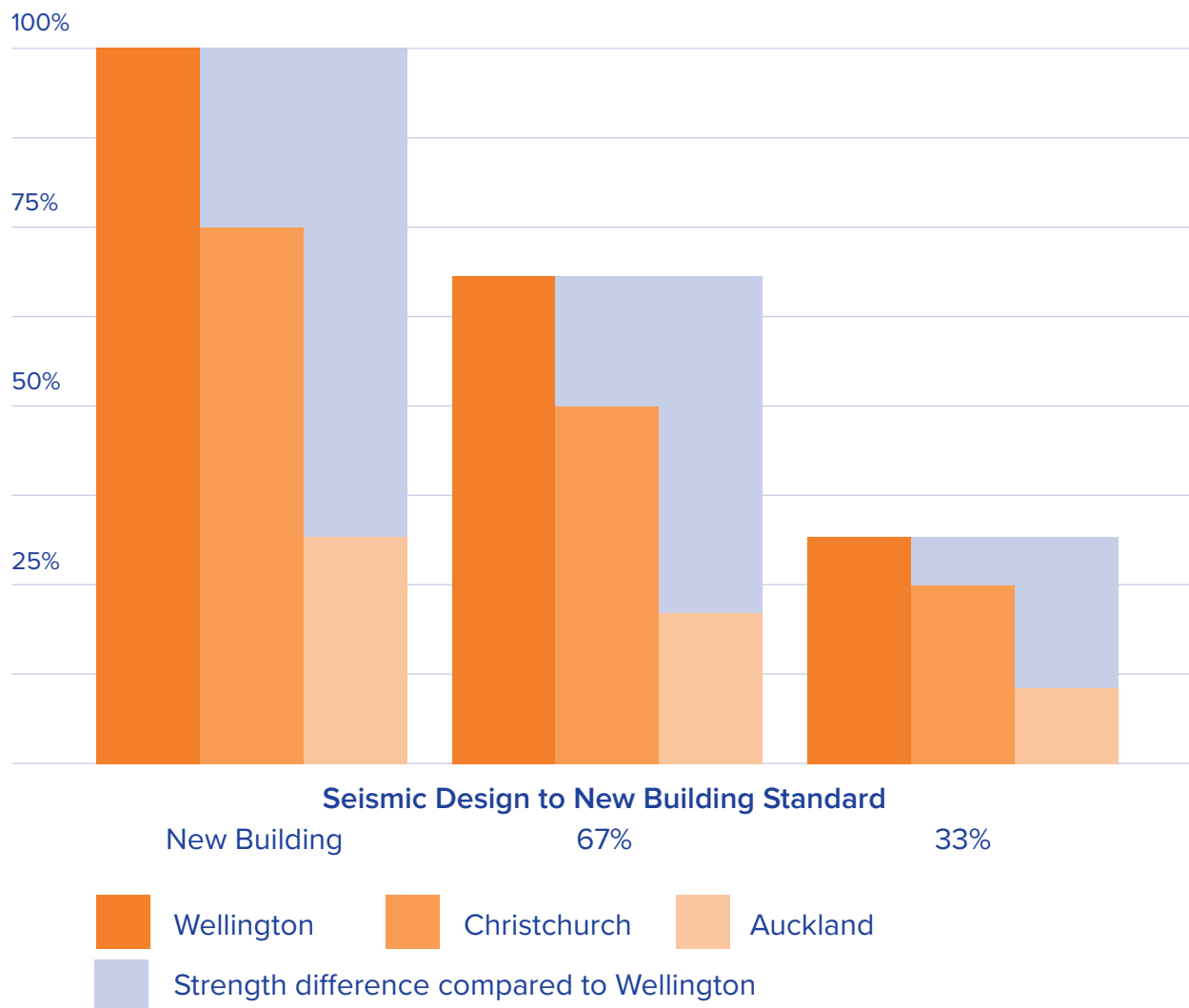
The strength of a building is a function of its location and the seismic zone it is in. (See the chart showing the Design Code Comparisons between Wellington, Christchurch and Auckland.)

A building in Christchurch will only be designed for 75% of the strength of the same building that would be designed in Wellington. Similarly, a building in Auckland will only be designed for 33% of the strength of the same building that would be designed in Wellington.

However, the buildings in both Christchurch and Auckland are to be designed to 100% of the earthquake code requirement for those regions.

In the same manner, buildings in Christchurch and Auckland are to be strengthened to 67% of the earthquake code requirement for the same new building in those regions.

## Design Code Comparisons Wellington, Christchurch & Auckland



### To Summarise

#### Requirements that apply to building work

Requirements that apply to all but exempt building work:

- Building Consent
- Inspections
- Code Compliance Certificate.

**Additional** requirements that apply to buildings with specified systems:

- Compliance Schedule
- Building Warrant of Fitness.

## **The Resource Management Act 1991**

The purpose of the Resource Management Act is to promote the sustainable management of natural and physical resources. This is mainly achieved by the requirement for territorial authorities to prepare plans to help them manage the environment in their area. It is the District Plan that dictates what you can or cannot do with land on which you intend to build.

This may affect your organisation or parish as Resource Consent may be needed when a building project contravenes a permitted activity, for example, wishing to locate a building closer to the boundary than permitted on the District Plan.

For more information about the District Plan or to find out if Resource Consent is required, you should contact your local Territorial Authority.

## **The Heritage New Zealand Pouhere Taonga Act 2014**

If you are planning alterations or the demolition of buildings on any site associated with pre-1900 human activity, you may need to apply for an Archaeological Authority from Heritage New Zealand before starting any work. This includes any pre-1900 buildings and other structures and any site where there is material evidence relating to the history of New Zealand.

You can access online information about archaeological sites through the New Zealand Archaeological Association's site recording scheme on [www.archsite.org.nz](http://www.archsite.org.nz) or contact your nearest Heritage New Zealand office or email [archaeologist@heritage.org.nz](mailto:archaeologist@heritage.org.nz)

## **Fire and Emergency NZ (Fire Safety Evacuation Procedures and Evacuation Schemes) Regulations 2018**

Almost all buildings (other than private residential dwellings) are required to have in place a fire safety and evacuation scheme to provide for the safe, expeditious and efficient evacuation of all occupants of a building in the event of an emergency requiring evacuation.

For some buildings, there is a further requirement that the evacuation scheme must be an approved evacuation scheme. This means the evacuation scheme must be submitted to Fire and Emergency NZ (FENZ) for approval and ratification.

### **Evacuation Schemes should:**

- describe routes and procedures for the safe and timely evacuation of all occupants of a building from the scene of a fire or in the event of an emergency requiring evacuation to a pre-determined assembly point (or points) to enable occupants to be accounted for
- specify how the building's occupants are alerted to a fire emergency in the building
- include a list of any firefighting equipment and the location of the equipment available for use by the building's occupants
- include an appropriate number of signs and notices to be erected in the building at the routes of travel to the place or places of safety – this must contain the following information:
  - (i) How to raise an alarm of fire
  - (ii) What to do if an alarm of fire is raised
- explain how signs and notices will be displayed in appropriate places clearly indicating the evacuation procedure and fire exit
- include the provision of special measures for people with disabilities even if there are not any permanent occupants who are persons with a disability
- include trial evacuations at least every six months
- include evacuation training programmes to be held at agreed intervals.

The escape routes (to the evacuation and assembly points) must be maintained to ensure that at all times they are kept clear and that exit doors are not locked, barred or blocked to prevent occupants from leaving the building.

Smoke control and fire stop doors must not be kept open other than by devices which comply with the Building Code.

Stairwells and passages which are designed for a means of escape from fire must not be used as places of storage or allowed to accumulate refuse.

Hazardous substances must not be stored near or within designated escape routes and should be stored in non-combustible containers with close fitting lids.

### Approved Evacuation Schemes - Does your building need an approved evacuation scheme?

For some buildings, the evacuation schemes must be approved evacuation schemes whereby the manager (person responsible for the building as appointed by the Parish Council) of the building submits their evacuation procedure to FENZ for approval and ratification.

An application for an approved evacuation scheme must be lodged with FENZ for all buildings if the buildings are used in whole or part for one or more of the following purposes:

1. buildings where 100 or more people can gather together
2. buildings where 10 or more people work
3. buildings where six or more people sleep, unless there are three or fewer households
4. buildings storing certain levels of hazardous substances
5. buildings used for early childhood, medical, and disabled care services, unless the building is a normal home
6. prisons and holding cells.

Owners of buildings with an automatic sprinkler system which meets one of the required standards (NZS 4541:2007, NZS 4541:2013, NZS 4515:2003 or NZS 4515:2009) and which is only used for either (2) or (3) (but not both) and none of the other uses listed above, don't need an approved scheme. However, owners of those buildings must give FENZ notice that the building does not need an evacuation scheme using the Notification that an Evacuation Scheme is not Required Form.

### How to Make an Application for an Approved Evacuation Scheme

The building's manager can apply to FENZ in writing through the Online Services website.

You can find out about the requirements for an evacuation scheme or determine whether a building you own/manage requires an approved evacuation scheme by visiting FENZ Online Services website at <https://onlineservices.fire.org.nz/home/evacuationschemes>

On this website you can:

- find out about evacuation schemes
- apply online for an evacuation scheme
- find out about maintaining evacuation schemes
- access printable forms
- look at examples of completed evacuation schemes
- access the FENZ Guide to Evacuation Schemes

OR contact [healthandsafety@methodist.org.nz](mailto:healthandsafety@methodist.org.nz) for assistance.

For the address and contact details of your local Fire Service please refer to your local telephone directory under Fire Service.

**There is no fee involved in the application for an approved evacuation scheme.**

## Failure to Comply

If the owner/manager of a relevant building fails to provide and maintain an evacuation scheme (as required by section 21B of the Act), the FENZ may apply for an order that the building be closed until those requirements have been met.

Once a building has an approved evacuation scheme, the building manager must ensure everything described in the approved evacuation scheme is maintained, and must notify the FENZ of any building events which are any of the following:

If the means of escape from fire is:

- significantly affected as a result of building work
- required to be altered as a specified system
- no longer adequate as a change of occupancy.

If the building has a specified intended life and this has been extended.

The building no longer requires an evacuation scheme because the building:

- has been demolished
- is no longer used for a purpose that requires one.

Notices of building events should be sent to FENZ using their online forms at <https://onlineservices.fire.org.nz>

## Application to Church Property

Most existing churches and/or church halls will accommodate 100 or more people and the fire evacuation regulations apply and an approved evacuation scheme is required. There will also be instances where the Church is the owner of buildings which are not fitted with sprinklers and which provide employment facilities for more than 10 people. It should be noted that the Church may not be the employer of those people but obligations arise because it is the owner of the property in which they are employed.

Quite specific requirements relate to aged care facilities and nursing homes and these should be the subject of individual analysis and review.

Managers of any new buildings that need evacuation schemes must make an application for an approved scheme to the FENZ no later than 30 days after the earlier of the date which:

- the Code of Compliance Certificate is issued
- the building is first lawfully occupied.

## Health and Safety at Work Act 2015

The Health and Safety at Work Act 2015 (HSWA) has ramifications for The Methodist Church of New Zealand and all its building projects.

### About the Act

The focus of the HSWA is to protect workers and other people against harm to their health, safety and wellbeing by eliminating or minimising risks at work. It's part of a reform package that aims to reduce New Zealand's work-related illness, injury and fatality figures by 25% by 2020.

### Purpose of HSWA

A guiding principle of HSWA is that workers and other persons should be given the highest level of protection against harm to their health, safety and welfare from work risks as is reasonably practicable.

The main purpose of HSWA is to provide for a balanced framework to secure the health and safety of workers and workplaces by:

- protecting workers and other persons against harm to their health, safety and welfare by eliminating or minimising risks arising from work
- providing for fair and effective workplace representation, consultation, co-operation and resolution of issues
- encouraging unions and employer organisations to take a constructive role in promoting improvements in work health and safety practices and assisting organisations and workers to achieve a healthier and safer working environment
- promoting the provision of advice, information, education and training in relation to work health and safety
- securing compliance with the Act through effective and appropriate compliance and enforcement measures
- ensuring appropriate scrutiny and review of actions taken by persons performing functions or exercising powers under the Act
- providing a framework for continuous improvement and progressively higher standards of work health and safety.

### Work health and safety regulator

WorkSafe New Zealand (WorkSafe) is the work health and safety regulator and they need to be notified before risky work is undertaken.

Work requiring WorkSafe notification can be found at:

<https://forms.worksafe.govt.nz/hazardous-work-notification> and includes:

- construction work with a risk of falling five metres or more (see exclusions below)  
Exclusions:
  - work in connection with a residential building up to and including two full storeys
  - work on overhead telecommunications lines and overhead electric power lines
  - work carried out from ladder only
- erecting or dismantling scaffolding with a risk of falling five metres or more
- logging or tree felling undertaken for commercial purposes
- use of a lifting appliance where the appliance has to lift a mass of 500 kilograms or more a vertical distance of five metres or more (see exclusions below)  
Exclusions:
  - work using an excavator
  - work using a forklift
  - work using a self-propelled mobile crane.

- work in any drive, excavation or heading in which any person is required to work with a ground cover overhead
- work in any excavation in which any face has a vertical height of more than five metres and an average slope steeper than a ratio of one horizontal to two vertical
- work in any pit, shaft, trench or other excavation in which any person is required to work in a space more than 1.5 metres deep and having a depth greater than the horizontal width at the top
- work involving the use of explosives, or storage of explosives for use at the worksite
- work in which a person breathes compressed air or a respiratory medium other than air (diving)
- work in which a person breathes compressed air or a respiratory medium other than air (not diving).

### Focus on work

Most duties under HSWA relate to the conduct of work. However, while the focus is on the work being carried out and how it can affect workers and others, there are certain duties that relate to the physical workplace.

A workplace is a place where a worker goes or is likely to be while at work, or where work is being carried out or is customarily carried out. It includes a vehicle, vessel, aircraft, ship or other mobile structure, and any waters and any installation on land, on the bed of any waters, or floating on any waters.

### Focus on both work-related illnesses and injuries

Whoever creates the risk manages the risk. HSWA requires health and safety work risks to be managed. This means consideration of the potential work-related health conditions as well as the injuries that could occur. Health conditions include both physical and psychological, acute and long-term illnesses.

### Based on 'so far as is reasonably practicable'

The primary duty of care requires an organisation to ensure health and safety 'so far as is reasonably practicable'. When used in this context, something is reasonably practicable if it is reasonably able to be done to ensure health and safety, having weighed up and considered all relevant matters, including:

- the likelihood of any hazards or risks occurring
- the severity of any harm that might result from the hazard or risk
- what a person knows or ought to reasonably know about the risk and the ways of eliminating or minimising it (e.g. by removing the source of the risk or using control measures such as isolation or physical controls to minimise it)
- the existence of measures to eliminate or minimise the risk (control measures)
- the availability and suitability of the control measure(s).

Lastly, weigh up the cost.

- What is the cost of eliminating or minimising the risk?
- Is the cost grossly disproportionate to the risk?

## What's changed?

1. **PCBU** - (persons conducting a business undertaking) is a key new term. MCNZ will refer to PCBU as 'an organisation'; the PCBU has the 'primary duty of care' to ensure the safety of workers and anyone affected by its work.
2. **Worker participation** - a stronger emphasis on worker participation and engagement to ensure that workers are engaged with health and safety.
3. **Risk management** - shifts the focus from hazard identification and control to proactively identifying and managing risks.
4. **Safety is everyone's responsibility** - no one can 'opt out'; safety becomes everyone's responsibility. All parties from executives to workers have health and safety responsibilities.
5. **Due diligence for directors** - the Act places more legal responsibility on directors and executives of an organisation to manage risks and keep people safe.
6. **Stronger fines and penalties** - the HSWA significantly increases the category of offences, with a three-tiered hierarchy being introduced along with a range of other offending provisions.

## WHERE DO YOU FIT?

### Are you a PCBU?

The PCBU (or 'person conducting a business or undertaking') is one of the key terms introduced in the new Act. Despite the name, the PCBU is not necessarily one person. In most cases, a PCBU will refer to a business entity, such as a company or organisation.

A PCBU may also be an individual in the case of someone running their own business. For example, a builder operating as a sole trader will be a PCBU.

### Are you an Officer?

Officers are those people with senior positions, who have significant influence over the management of the business. This includes chief executive officers, directors and anyone else at that level. A person who merely advises or makes recommendations to someone in a senior position is not considered an officer.

Officers are now personally liable under the new HSWA if they fail to meet their due diligence obligations.

If you are a sole trader, you will have the responsibilities of both an organisation and an officer.

### Are you a Worker?

Workers are individuals who carry out work for an organisation including employees, contractors and sub-contractors. Under the HSWA, workers can also be employees of labour hire companies, apprentices, students and some volunteer workers.

### Are you an Other Person?

Other persons in the workplace will include visitors or customers. For example, a courier driver coming onto site or customers coming into reception will be other persons.



Role	Responsibilities	Duty
Organisation (e.g. business entity)	<ul style="list-style-type: none"> <li>The organisation has the 'primary duty of care' to ensure the safety of workers and anyone affected by its work.</li> </ul> <p><b>The organisation must (as far as reasonably practicable):</b></p> <ul style="list-style-type: none"> <li>provide and maintain a workplace that is without risks to health and safety</li> <li>provide and maintain safe plant and structures and safe systems of work</li> <li>ensure the safe use, handling and storage of plant, structures and substances</li> <li>provide adequate facilities for the welfare of workers</li> <li>provide information, training, instruction, or supervision that is necessary to protect all persons from risks to their health and safety arising from work</li> <li>monitor the health of workers and the conditions at the workplace for the purpose of preventing injury or illness.</li> </ul>	Primary Duty of Care
Officer (e.g. chief executive, board member or director)	<p><b>An officer must exercise due diligence by taking reasonable steps to:</b></p> <ul style="list-style-type: none"> <li>keep up to date about work health and safety matters</li> <li>understand the nature of the hazards and risks associated with the organisation's operations</li> <li>ensure the organisation has resources and processes to eliminate or minimise risks</li> <li>ensure appropriate and timely processes for receiving and responding to incidents, hazards and risks</li> <li>ensure there are processes for complying with any duty</li> <li>verify that health and safety processes are in place and being used.</li> </ul>	Due Diligence
Worker (e.g. employees, contractors)	<ul style="list-style-type: none"> <li>take reasonable care to ensure the health and safety of themselves and others in the workplace</li> <li>follow instructions from the organisation</li> <li>cooperate with health and safety policies and procedures of the organisation</li> <li>have the right to refuse to undertake unsafe or dangerous work.</li> </ul>	Reasonable Care
Other Person (e.g. visitors of customers)	<ul style="list-style-type: none"> <li>take reasonable care for their own health and safety</li> <li>ensure that their acts or omissions do not adversely affect the health and safety of other persons</li> <li>follow instructions given by the organisation.</li> </ul>	Reasonable Care

### Additional Organisation responsibilities

Depending on the size and type of your organisation you may have additional organisational responsibilities.

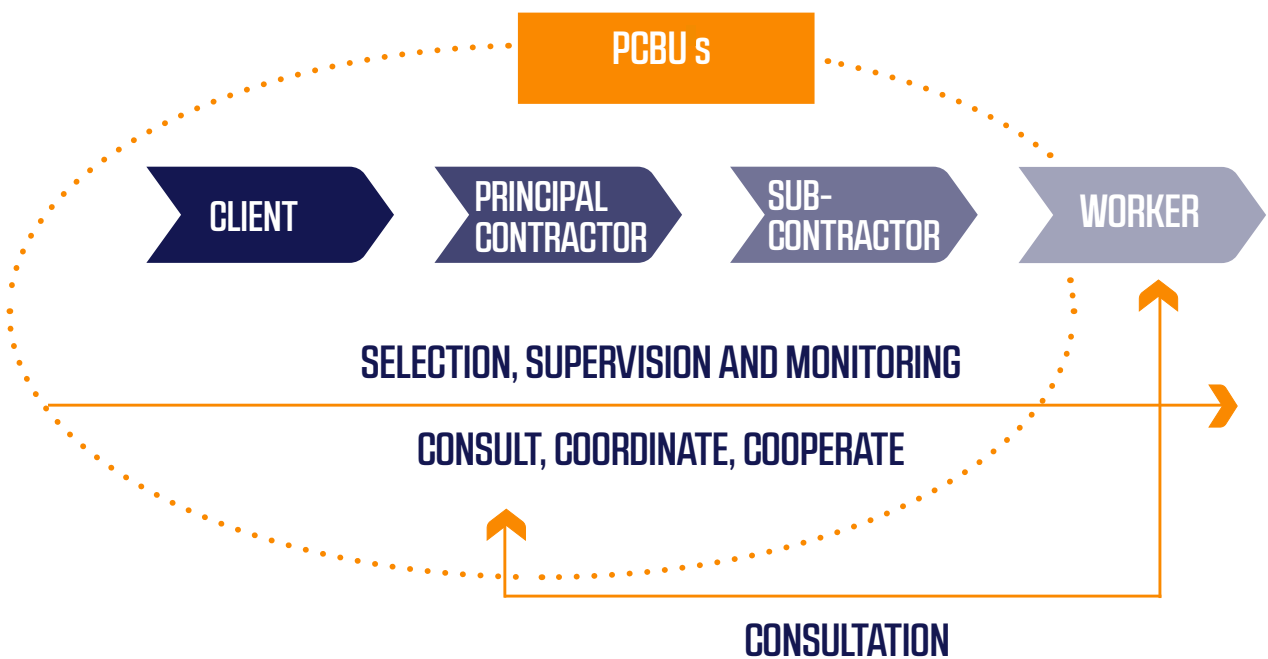
### More than one Organisation - collaboration

There can be more than one organisation on a site or project. Clients, principal contractors and sub-contractors can all be PCBU's. The example below shows how three different companies can all be PCBU's on one project.

### Upstream Organisations

The HSWA also places duties on any upstream organisations. This term means upstream in the supply chain, for example, designers or architects can be upstream organisations.

These upstream organisations have a primary duty to ensure, so far as 'reasonably practicable', that plant, substances or structures are designed without risks to health and safety.



## The Methodist Church of New Zealand Te Hāhi Weteriana o Aotearoa and the HSWA

The Church is made up of many PCBUs and is a PCBU itself.

However, the Church does not require legislation to recognise that we have an ethical, moral, spiritual and legal requirement to do our utmost to manage the inherent and long-term risks that Our People ā Tātou Tāngata are exposed to in their daily work for the Church.

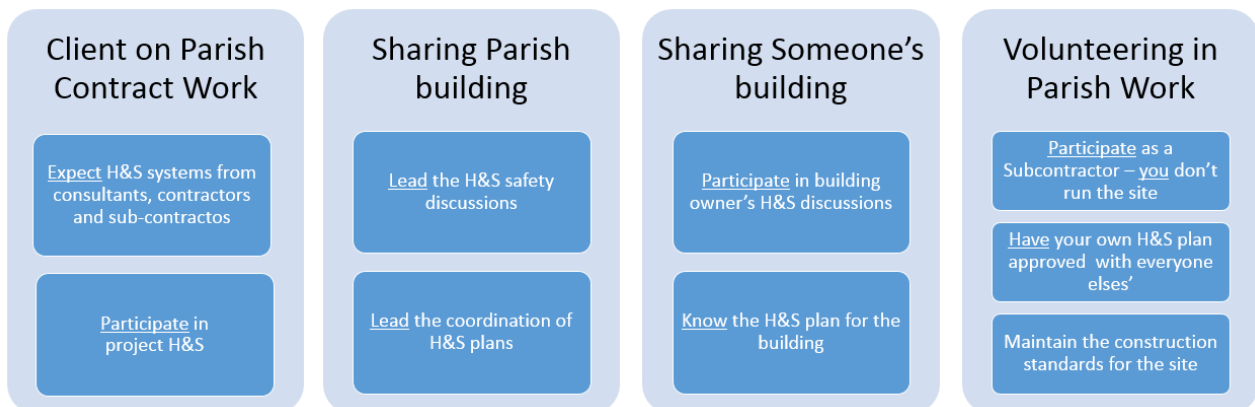
As such, in every church entity there is a duty of care. The officers of every church entity have a duty to exercise due diligence, workers (volunteer or otherwise) have a duty to exercise reasonable care for themselves and others, and other people have a duty to take reasonable care for themselves.

### Church Building Projects and the HSWA

Applying the HSWA to Church building projects places a duty of care upon the church entity to ensure that all consultants and contractors are selected with a proven, good health and safety record. We supervise and monitor their work through regular meetings that have health and safety as a regular item.

If there are other entities or multiple organisations running activities at the site, as the client we must ensure there is constant, consistent consultation, coordination and cooperation.

If we are not the Principal on site then we must actively and positively participate in the consultation, coordination and cooperation process.



### HSWA Regulations

The HSWA Regulations, supported with information and guidance from WorkSafe NZ, are intended to support businesses to understand what they need to do to comply with the general duties of the Act.

Health and Safety at Work (General Risk and Workplace Management) Regulations 2016

Health and Safety at Work (Worker Engagement Participation and Representation) Regulations 2016

Health and Safety at Work (Major Hazard Facilities) Regulations 2016

Health and Safety at Work (Asbestos) Regulations 2016

Health and Safety at Work (Adventure Activities) Regulations 2016

Health and Safety at Work (Mining Operations and Quarrying Operations) Regulations 2016

Health and Safety at Work (Petroleum Exploration and Extraction) Regulations 2016

Health and Safety at Work (Rates of Funding Levy) Regulations 2016

Health and Safety at Work (Infringement Offences and Fees) Regulations 2016

Health and Safety at Work (Hazardous Substances) Regulations 2017

Further information can be found at

<https://worksafe.govt.nz/laws-and-regulations/regulations/regulations-at-a-glance/>

## Section 2

# SALE OF PROPERTY

---

### General Guidelines

Ask yourselves how the sale of this property will contribute to the life and growth of the congregation and advance God's mission in your parish, and how it contributes to the community and the mission of the Church in the region. Does it fit into the strategy or vision for the parish?

What is it you want to do?

Why are you going to do it?

How are you going to market the property and when?

Allow sufficient time to prepare your application and to obtain the approval of the congregation, Synod Property Advisory Committee and MCPC.

- Complete the application form - Appendix 1.
- Talk early on to your Synod Property Advisory Committee (SPAC) representative about your general plans and time frames. It will help to make early contact to alert them that decisions are underway. Challenging or unusual proposals may take extra time. Your SPAC representative will support and guide you through the process.
- The whole congregation needs to be involved in the decision making. The asset does not belong to just one small group of the congregation. It is an 'asset' held in trust for the benefit of all parish members.
- Find out from your SPAC representative when MCPC meets, as generally the committee will consider the application and then make a recommendation to the parish. MCPC normally meets monthly. You should have your application (with all the appropriate documents) to this committee, through SPAC, at least three weeks before MCPC meets. MCPC usually meet on the 4th Wednesday of each month.
- When SPAC has considered an application and made its decision, the application will be forwarded to MCPC for their decision. MCPC place considerable weight on SPAC's views and recommendations on any proposal to sell property.
- Please ensure all documents are sent together with your application to SPAC (see checklist). Do not send the application directly to MCPC.

### When can property be sold?

- It is no longer needed for mission purposes.
- You wish to replace it with a property that will better fulfil God's mission – in which case you need to consider the objectives of both the sale and the purchase, and comply with the requirements in both this section and the section on purchasing property.
- It has the approval of the Parish Council, the congregation, Synod and MCPC.

### Further points to consider

**Are there any heritage building issues or special trusts attached to bequests or past gifts that may hinder or prevent the sale?**

There may be restrictions on what you can do with the property or with the proceeds from the sale. If the property was gifted to the congregation, any legally documented conditions associated with the original gift must be fulfilled. Any issues must be resolved before the sale goes ahead.

Sometimes the wider local community in which a surplus church is sited (particularly in rural areas) may have strong views about what should happen to it. Consultation with the community can help avoid negative publicity. Remember that Church property is a trust from all the past members of your congregation, going right back to its establishment. The assets have been given in the expectation they will continue to be used for the mission of the Methodist Church.

Mission needs to be viewed in a Church-wide context – not just from a local perspective.

In order to sell a property, you must obtain approval from:

- Parish Council
- Congregation
- Synod
- MCPC.

You will need to complete an application form (Appendix 1 at the rear of this book). Your SPAC representative will send the application with the necessary documents to the Connexional Office at least two weeks before the next MCPC meeting. Application forms are also available online at <http://www.methodist.org.nz>.

## You must have a registered valuation

You will need to provide a market valuation from a registered valuer with your application. Rating valuations or estimates from real estate firms are not sufficient. A registered valuation provides a professional assessment of the property and allows a realistic selling price to be set.

Valuations must be no more than 90 days old at the time of application. You may need to ask the valuer to provide an update if there is a lengthy period between obtaining MCPC's approval to sell and finding a buyer. A valuer will generally do this with a letter either confirming or amending their earlier valuation.

## What to do once MCPC have given their approval

A letter will be sent from the Connexional Office confirming MCPC's approval for the sale and advising the minimum permitted sale price. The letter may also outline various clause deletions and additions that are required in the Agreement for Sale and Purchase.

Consult your parish solicitor. They can assist with drawing up the Agreement for Sale and Purchase and will be responsible for arranging the property settlement, land transfer and any mortgage repayment and discharge (if applicable). The parish will be asked to sign a letter of engagement. This is appropriate, as the Board of Administration or the Connexional Office do not engage the parish's solicitor.

## A word about Real Estate Agents

- Most agents want a sole agency. It is prudent to invite several proposals from agents for comparison before deciding on an agency and method of sale.
- If you do decide to use a sole agency, then your contract (Sole Agency Agreement) with them should be for a short duration e.g. 60 days. This time limit must be written into the contract.
- If you sell a property while there is a sole agency agreement in operation (or you sell privately while any agency is in operation), you will have to pay the agent's fee even if they had nothing to do with the sale.
- It is good practice to have your parish solicitor approve the proposed agency agreement before you sign it.

## Approval to sell is not indefinite

Approvals automatically expire after 12 months but may be extended at MCPC's discretion. Contact the Connexional Office if your property has not sold within 12 months and you wish to obtain an extension of the approval period.

## Important points about completing an agreement for Sale and Purchase

**The vendor is named as The Board of Administration of the Methodist Church of New Zealand, Mission Board or a Trust.**

- **The Agreement for Sale & Purchase must be signed by a member of the Board of Administration or, in the case of a Trust, by the majority number of Trustees**
- **The Agreement must not be signed by the parish**
- **Include the required clause deletions and additions as advised in the approval letter and noted below.**

**The following changes must be made to the Agreement before it is signed by the Purchaser:**

The following clauses are to be included in future sale and purchase and leasing agreements entered into by the Church:

- **Methamphetamine clause:**

12: Sale of Property by the Church

In respect of methamphetamine (or P) contamination to the property, the Purchaser acknowledges that the Vendor does not;

- a. hold itself out as having expertise nor any knowledge as to methamphetamine contamination to the property;
- b. make any representation in relation to methamphetamine contamination to the property.

The Purchaser acknowledges that in entering into the Agreement the Purchaser has:

- c. made all due enquiry about the property including obtaining expert advice; and
- d. made direct enquiries of the Vendor and accepts that the Vendor has answered such enquiries to such extent as the Vendor is able to in its best belief but that such answers cannot in any way be construed as warranties or representations by the Vendor, and accordingly the Purchaser shall acquire the property on an “as is where is” basis having conducted its own full due diligence enquiry on all aspects of the property, and has based its decision to purchase the property in reliance solely on its judgement and enquiry, and the Purchaser waives all rights of claim against the Vendor.

- **Limitation of Liability**

Notwithstanding any other clause in this agreement, the liability of The Board of Administration of the Methodist Church of New Zealand as Vendor in this agreement shall be limited to the Property and shall not constitute a debt payable by the Vendor or their successors in office out of any other fund or property.

## Sale and Purchase Agreement

The Agreement for Sale and Purchase must be sent to the Connexional Office for signing.

Clauses cannot be removed, amended or added to the Sale and Purchase Agreement without MCPC approval.

**The Agreement for Sale and Purchase can only be signed by a member of the Board of Administration, unless the property is owned by a Trust.**

## Sale by Auction or Tender

Where a property is offered for sale by tender or auction, the draft tender or auction agreement must be provided to MCPC for approval before the tender or auction process commences.

**The agreement to sell by auction or tender can only be signed by a member of the Board of Administration, unless the property is owned by a Trust. Then it must be signed in accordance with the Trust constitution.**

## What happens when an Agreement for Sale and Purchase becomes unconditional?

Your parish solicitor will prepare the Land Transfer Authority and Instruction (A&I) form and send it to the Connexional Office for signing by two members of the Board of Administration. Their signatures are witnessed by the appropriate professional person and the Board seal affixed to the document, preferably at least a week before the agreed settlement date. The Connexional Office will return the signed A&I to the parish solicitor together with the bank account details for payment of the sale proceeds.

## What happens on the settlement date?

- Your solicitor will handle the settlement
- Your solicitor will receive payment from the purchaser's solicitor and repay any outstanding mortgages and attend to local council rates adjustments
- Your solicitor will then pay the balance (less their fees and disbursements) to the Board of Administration's bank account. Once received by the Board, the sale proceeds will be held in CB&L in the parish's name. (There are restrictions on what you can use this money for. Refer to the section on Capital Funds for guidelines.)
- If GST is payable on the sale, the Board of Administration accounting team will account for this in their GST return and pay the amount owed from the sale proceeds held in the CB&L property account.

**Remember to cancel the insurance cover on the property once the sale has been completed and title has transferred to the new owner.**

## GST

Before you commence marketing the property, you need to carefully consider the GST aspects of the sale, i.e. will the sale price be inclusive or exclusive of GST where applicable?

The Board of Administration is GST registered and (being the legal owner) must include the sale transaction in their GST return. The general rule of thumb is that the sale of a parsonage or other residential property is not subject to the payment of GST and the sale price may be stated as "inclusive of GST (if any)".

The sale of all other Church property (churches, halls, commercial buildings, land) is subject to GST and the sale price must be stated as "plus GST (if any)". Often sales in this category are zero-rated for GST purposes depending on the GST status of the purchaser and the intended use of the property.

The GST aspect is not always well understood and the parish may wish to obtain professional advice in this regard.

## Development Fund Ministries

The Conference decision states that: “15% of the net sale of property proceeds, where exclusions do not apply, are released to the Development Fund Ministries.”

Exclusions apply where a parsonage or worship centre is sold for the purpose of its replacement.

The decision means that 15% of the net proceeds of all property sales will be released to the Development Fund Ministries unless the sale meets the exclusion criteria or an exemption is granted by the MCPC.

In the case of a Union Parish or a co-operating venture, the 15% will be allocated to the partner Churches in accordance with the property ratios stated in the Schedule of Record.

The parish may request costs directly related to the sale of the property be reimbursed from the proceeds prior to the calculation of the 15% contribution. Typically, these costs would be valuation fees, legal fees and the repayment of any borrowings against the property. Items such as rates, insurance, lawn mowing etc., are operational expenses and cannot be claimed against the sale proceeds.

## Checklist for Property Sales

- ☐ Approval by congregation
- ☐ Strategic Plan
- ☐ Congregation mission plan prepared and the property sale proposal is tested against this
- ☐ Approval by Parish Council
- ☐ Congregation's intentions discussed with Synod
- ☐ Approval by Synod
- ☐ Registered valuation of the property obtained and is less than 90 days old
- ☐ Complete the application for approval to sell property and forward it together with all other required documents to your Synod to forward with their approval to MCPC (Connexional Office):
  - Market Valuation
  - Parish Strategy
  - Site plan, particularly in relation to other church facilities
  - Land Story – see 1988 Conference Report and Section 8 of this booklet
  - Parish Council approval
  - Synod approval
  - Parish accounts for the last 12 months – income and expenditure
  - If sale is of a property that is no longer required to maintain parish mission and is not to be replaced for a Methodist parish, 15% of the sale price shall be contributed to Development Fund Ministries.
- ☐ Working party set up to oversee the sale, engage parish solicitor and investigate any issues that may restrict the sale
- ☐ Appoint real estate agent(s) (if required) - a sole agency must have a definite end date
- ☐ Negotiate and agree sale price and conditions
- ☐ Follow requirements with regard to the Agreement for Sale and Purchase and consider GST aspects of the sale
- ☐ The Agreement can only be signed by the Board of Administration (or Trustees, for Trust titleholders) – not by the parish
- ☐ Insurance cover on the property is to be cancelled once the sale has been completed and title has transferred to the new owner
- ☐ Asbestos Management Plan is available for purchaser



## Section 3

# PURCHASE OF PROPERTY

---

### General Guidelines

Ask yourselves how this purchase will contribute to the life and growth of the congregation and advance God's mission. This is the first thing Synod and MCPC will want to know, so it pays to clarify your thinking from the outset.

- Allow sufficient time to prepare your application and obtain the approval of the Parish Council, congregation and Synod or, for a property held in Trust, MCPC.
- Talk early on to your Synod and the Connexional Office about your general plans and time frames. It will help to make early contact to alert them that decisions are underway. Challenging or unusual proposals may take extra time.
- Find out from your Synod Secretary when Synod's Property Advisory Committee meets, as this Committee will consider the application and then make a recommendation to Synod. You should have your application to this Committee, through the Synod Secretary, at least a week before it meets.
- When Synod has considered an application and made its decision, the application will be passed on to MCPC for their decision. MCPC place considerable weight on Synod's view on any proposal to purchase property.

Remember, this will be an asset 'in trust' for the congregation of the future as well as the present. The whole congregation needs to be involved in the decision making. The asset will not belong to just one small group of the congregation. It is an 'asset' to be held in trust for the benefit of many others.

### Do the thinking before you look

Talk through all the issues (purpose, function, location, financing, time frames as well as structure, price, legal title etc.) before you start the purchase process. It would be prudent to review these guidelines again once you've found a preferred property.

### Get the necessary authorities in place as you proceed

You will need formal approval from the congregation to proceed. It is usual for a congregation to delegate the purchasing process to a subcommittee. If you are planning to borrow money for the purchase, you will also need to follow the borrowing procedures set out in Section 3 of this handbook.

#### Points to be considered when looking to purchase a property:

- Is the property within the price band approved by the congregation?
- Is the location suitable for the building's intended purpose?
- Is it located near the parish office and main worship centre?
- If this is to be a parsonage, is it near to schools?
- Is it convenient to public transport?
- Is the property in good condition?
- Are there any deferred maintenance or ongoing maintenance issues?
- Are there any conditions associated with the title?
- Does it have good resale potential (particularly for a parsonage)?
- Are there any health and safety or seismic issues?
- Does the Local Authority LIM Report raise any concerns?
- Are there any actual or potential heritage issues that could affect the use of the property?
- If the property is to be used as a parsonage, please refer to Ministers' Housing Requirements later in this section.
- Has an asbestos assessment been carried out and a report completed?

## Section 2: Purchase of Property

In order to purchase a property, approval will be required from:

- Parish Council
- Congregation
- Synod
- MCPC

Applications to MCPC require a completed application form and the appropriate documentation (appendix one at the rear of this handbook). All applications need to be sent to MCPC by your Synod with their approval.

### Market valuation

You will be required to provide a market valuation from a registered valuer with your application. Rating valuations or estimates from real estate firms are not sufficient. A registered valuation provides a professional assessment of the property and should support the price being asked. The valuation must be no more than 90 days old at the time of application.

### Land Story

See Section 8 – ‘Our land Story and Guidelines for Taking Action on Land and Responding to The Waitangi Tribunal’.

All applications require a Land Story.

### Building Report

A building report must be obtained and all issues in the report addressed with the vendor. A building report must accompany all applications. However, if there are time restrictions on the purchase, the offer can be made subject to receiving a builder’s report.

### What to do once MCPC have given their approval

- You will receive a letter from MCPC to confirm MCPC’s approval for the purchase and advise any special conditions that approval may be subject to.
- Consult your parish solicitor when you find a suitable property. They can assist with drawing up the Agreement for Sale and Purchase and will be responsible for arranging the property settlement, the land transfer and mortgage registration (if applicable). The parish will be asked to sign a letter of engagement. This is appropriate, as MCPC do not engage the solicitor.

**The Agreement for Sale and Purchase must be approved by the parish’s solicitor before it can be signed by a member of the Board of Administration.**

**Unless the title is in the name of a Trust, the Sale and Purchase Agreement must be signed by a member of the Board of Administration, as property title holder.**

### Important points about completing an Agreement for Sale and Purchase

- The purchaser is named as The Board of Administration of the Methodist Church of New Zealand.
- The Agreement for Sale and Purchase needs to be signed by a member of the Board as the title is held in the name of the Board of Administration of the Methodist Church of New Zealand. The exception is when the title is in the name of a Trust - then it is signed by the Trustees.
- Include any applicable conditions e.g. financing, due diligence period, building or LIM reports required.

**The following clauses must be included in the Agreement:**

#### **Limitation of Liability**

Notwithstanding any other clause in this Agreement, the liability of The Methodist Church of New Zealand Property the Board of Administration as Purchaser in this Agreement shall be limited to the Purchase Price and shall not constitute a debt payable by the Purchaser or their successors in office out of any other fund or property.

The following clauses be included in future sale and purchase and leasing agreement entered into by the Church:

#### **Board of Administration as the Title Holder**

'This agreement is subject to and conditional upon the approval of the Board of Administration of the Methodist Church of New Zealand ('the Board') to the circumstances, form and content of this agreement in all respects, such approval to be given or withheld at the Board's sole, absolute and unfettered discretion. This condition is due for confirmation within '10 working days' of the date of this agreement and is for the sole benefit of the Board.'

#### **Special Conditions**

If there are special conditions required, the Sale and Purchase Agreement will need to ensure the appropriate clauses are included and the document is confirmed to be in order for the Board to sign, by your lawyer. Always have the Sale and Purchase Agreement checked by your lawyer.

#### **Legal review of documents**

All documents to be signed by the parish's solicitor and approved as being in order for signing. This includes the Sale and Purchase Agreement and the land transfer instruction form. The cost of this review is an expense associated with the property purchase and will be paid by the parish.

### **What happens when an Agreement to Purchase goes unconditional?**

- When an Agreement becomes unconditional, you will be required to pay a deposit to the real estate agency and then pay the final purchase amount and any amounts owed on local council rates to the parish solicitor prior to the agreed settlement date.
- If you are borrowing a portion of the purchase price, ensure the lender knows when and where to transfer the funds.
- Your parish solicitor will prepare the Land Transfer Authority and Instruction (A&I) form and send this to the Connexional Office for signing by two members of BOA, witnessed by the appropriate professional and BOA seal affixed, at least one week before the agreed settlement date.
- You will need to arrange full replacement insurance cover to take effect on the settlement date. Contact the Connexional Office to arrange this through the Church's insurance scheme.

### **What happens if a suitable property is found before the required approvals have been obtained?**

The situation sometimes arises where a parish is intending to purchase a property and wishes to negotiate a purchase before the congregation, Synod and MCPC approvals have all been obtained.

Purchasing a property can often be a more pressing situation than selling, in that the opportunity to make an offer on a preferred property could be lost if an agreement cannot be signed prior to obtaining the required approvals.

If this situation arises, contact the Connexional Office for advice about how you can proceed and the special conditions that would need to be included in an Agreement for Sale and Purchase. For urgent purchase approvals, an early approval from MCPC is possible. All appropriate documents, completed application forms and approvals are required to accompany the application.

If an offer is submitted, the Sale and Purchase Agreement must include:

'This agreement is subject to and conditional upon the approval of the Board of Administration of the Methodist Church of New Zealand ('the Board') to the circumstances, form and content of this agreement in all respects, such approval to be given or withheld at the Board's sole, absolute and unfettered discretion. This condition is due for confirmation within 10 working days of the date of this agreement and is for the sole benefit of the Board.'

## GST

You need to carefully consider the GST aspects of the purchase i.e. will the purchase price be inclusive or exclusive of GST where applicable.

The Board of Administration of the Methodist Church of New Zealand is GST registered and (being the legal purchaser) must include the transaction in their GST return. The rule of thumb is that GST cannot be claimed on the purchase of a parsonage or other residential property, and the purchase price may be stated as “inclusive of GST (if any)”.

The purchase of all other Church property (churches, halls, commercial buildings, land) is subject to GST and the purchase price must be stated as “plus GST (if any)”. Often sales in this category are zero-rated for GST purposes depending on the GST status of the seller and the intended use of the property by the purchaser.

The GST aspect is not always well understood and the parish may wish to obtain professional advice in this regard.

## General Checklist for Property Purchases

- ☐ Congregation's intentions discussed with Synod
- ☐ Approval by Synod
- ☐ Approval by Church Leaders/Parish Council
- ☐ Approval by Congregation
- ☐ Congregation mission plan prepared and the property purchase proposal is tested against this
- ☐ Registered valuation of the property obtained and is less than 90 days old
- ☐ Complete the Application for Approval to Purchase Property and forward it together with all other required documents to your Synod to forward with their approval to MCPC (Connexional Office):
  - Market Valuation
  - Parish Strategy
  - Floor Plan
  - Site Plan
  - Financial aspects of the project – including obtaining approval for any borrowing
  - Parish accounts for the last 12 months – income and expenditure
  - Parish Council approval
  - Synod approval
  - Investigate history of land and its acquisition by the vendor to ascertain any significance to the Treaty of Waitangi and the Land Commission. (See 1988 Conference Report Page 91-91 Land Commission, see Section 8 of this booklet)
- ☐ Criteria checklist prepared, against which to measure potential properties. (This section of the handbook has suggestions; add to this any other factors special to your situation)
- ☐ Will you need to borrow money? If so, the congregation, Synod and MCPC all need to give formal approval
- ☐ Registered valuation obtained for preferred property (a copy of the valuer's report must be included with the approval application to Synod and MCPC)
- ☐ Complete the Application for Approval to Purchase Property and forward it together with all other required documents to Synod who will forward to the Connexional Office with their approval
- ☐ Working party set up to oversee the sale and to engage parish solicitor and to investigate any issues that may restrict the sale
- ☐ Appoint real estate agent(s) (if required), a sole agency must have a definite end date
- ☐ Negotiate and agree purchase price and conditions
- ☐ Follow requirements with regard to the Agreement for Sale and Purchase and consider GST aspects of the sale
- ☐ Remember – the Agreement must be signed by BOA – not by the parish
- ☐ Building Report
- ☐ Insurance cover on the property to be arranged once the sale has been completed and title has transferred to the new owner
- ☐ Asbestos Management Plan (if one is not provided the parish will undertake to complete this)
- ☐ Land Story completed

## Section 4

# RENOVATIONS, ALTERATIONS, EXTENSIONS & NEW BUILDINGS

### General Guidelines

As with the purchase or sale of a property, any decision to significantly alter, extend or build new buildings should start with the question: “How will this decision fit the mission of the congregation?” We are not in the business of property management – we own buildings when they provide the best means of enabling the Church to fulfil its life, worship, and mission.

This means that the parish should consider a wide range of options early in the process, and be convinced that the proposed option is the best way to go. This requires you to ask questions such as the following:

- Should we look for a different location or site to use?
- Would it be better to sell the existing buildings as they are, rather than altering them?
- Can we share facilities with other congregations either on our site or their site, and reduce the capital expenditure?

In some ways, a major rebuilding process is like a purchase so, depending on the project, the advice in Section 2 of this handbook on what to consider may also be useful.

**It pays to seek advice on the building rules early in the planning stages. This could save time later.**

Small alterations can force major costs. The Building Code and Regulations and obtaining Resource and Building Consents have become more complex. Sometimes, relatively minor projects can grow to expensive major undertakings if full code compliance is required by the local authority (such as upgrading access, improving fire safety or earthquake strengthening). It pays to obtain advice from a professional who knows your local authority's rules before going too far along the process.

### The Approval Process

Significant changes to a building, including renovations over \$25,000 and/or requiring a resource or building consent, require approval from the Parish Council, the congregation, Synod and MCPC.

Your application needs to include plans/drawings (where appropriate), cost estimates/quotes, the Parish Strategy, budget, Parish Council and Synod approvals, accounts for the last 12 months and information on how the project is to be funded.

If the building project is major, you should discuss the project with your Synod Property Advisory Committee from the beginning of the process. Your SPAC Property Convenor will be able to assist and guide you through the approval process and advise on the local government requirements, drafting plans and professionals required for the project.

### Approval process for projects

For projects requiring resource and/or building consent, you should use a three-stage approval process where you first get approval to the concept at an early point in the project (when the intended scope of the project is reasonably clear, but before major design costs, etc. have been incurred). Approval of the concept and moving to the second stage of full design and costing should be obtained from your Parish Council, the congregation, Synod and MCPC. Final approval to proceed will need to be obtained from all of the above once the design is fully developed and all the costs are reasonably certain.

Concept approval by the Parish Council, congregation, Synod and MCPC is required for the project as a concept, and to move to the next stage.

Concept approval should be sought when the plans are fairly clear but before significant funds have been spent on detailed design. It should include how the money for the project is going to be raised and, in particular, seek approval for any borrowing or lottery grant funding.

As a general guide this will require:

- An outline of the parish strategy for mission and growth opportunities
- Alternatives that have been considered in making the recommendations
- Project strategy
- Current accounts and assets together with income and expenditure history
- General design proposal and design philosophy
- Details of proposed consultant team.

Final approval from the Parish Council, congregation, Synod and MCPC is required to allow the project to proceed.

Final approval should be sought once the design has been finalised, reasonably firm costings have been received, and the details of how the project is to be financed have been determined, but before any commitment has been made to proceed.

In addition to the information required for the concept approval, this will generally require:

- Specific design details
- Details of proposed project team
- Proposed Quality Assurance plan covering material standards, supervision and certification
- Details of local planning consent requirements
- Proposed project execution strategy for tenders and construction
- Project cost and cost control proposals
- Project financing, including final approvals for any borrowing
- Project management and time scheduling control plans.

## Managing the process

Most projects require a significant time commitment from the congregation. It is best if the congregation appoints a dedicated team (a 'works committee') to oversee the process from the start, and to be responsible for its successful completion. For significant projects over \$100,000, MCPC expect systems will be established to manage and control the project with regular reporting in a way that leaves no room for surprises as work advances.

Before signing a major contract, such as for building work, all approvals must be in place and the contract checked by your solicitor.

This is to ensure that, should a contractual dispute later arise, the parish's interests are not jeopardised for want of legal standing. A parish is not a legal entity and does not have sufficient standing in law to enforce a contract in its name, should it become a matter of legal dispute. BOA is a legal entity and can take action to enforce a contract.

Your solicitor should draft the documents that may be reviewed by BOA's solicitor to ensure they are in order for signing and that both the parish and BOA are adequately protected.

Because BOA acts for many parishes, your solicitor will need to include a clause limiting their liability to your parish property, which should read something like:

"The liability of The Board of Administration of the Methodist Church of New Zealand under this contract shall be limited to the property set out in the schedule attached, and shall not constitute a debt payable by The Board of Administration of the Methodist Church of New Zealand and their successors in office out of any other fund or property."

## Cost overruns and major changes to your project

If, at any time, either before or after you commence your project, the approved cost is likely to increase by 15% or more, or major changes to the scope of the work are required, please advise Synod and MCPC immediately as this may negate the original approval and a further approval may be needed.

For any major project, it is important that you find a professionally qualified principal designer and agree the extent of the work, and that you take advice from other members of the design and construction team. The team will generally be made up of the architect, and civil and structural engineers. Other engineers (mechanical, electrical and fire services) may need to be appointed by the principal designer depending on the size of the project.

**It pays to seek advice on the building rules early.**

In addition to selecting the designers, we strongly recommend that any major project employs:

- A Project Manager who will report to you on quality assurance certification, the impact of project scheduling and any cost variations.
- A Quantity Surveyor to provide a cost plan, schedule the job for tendering, advise on the prices submitted and handle cost variation approvals. They should be asked to regularly report on the anticipated final cost as well as provide advice on approving progress payments and other claims as they arise.
- An independent Health and Safety Consultant to regularly review site Health and Safety performance and standards.

## Getting good value for money

Normally for a large project, this is best achieved by tendering with pre-selected contractors considered capable of doing the work. This ensures you are getting competitive prices for the work. Your professional advisors should be able to suggest suitable tenderers.

There are other ways of getting the work designed and constructed outside of the competitive tender process. If you use these, then MCPC will want to be assured by Synod's Property and Finance Committee that the congregation is getting value for their money, that independent advice is used to ensure quality standards are achieved and that cost plans and time schedules will be established and independently monitored. If using a design-build arrangement, it is particularly important that the parish receives the Producer Statement including the final construction review.

It is important to ensure that the contractors pricing the work provide a work schedule showing target finish dates. The time schedule should become part of the contractual documentation with regular reports provided on the progress being made against the agreed schedule.

## Protect your congregation from claims

Check that your professionals, particularly your builder, have adequate insurance, including Contract Works Insurance or professional liability insurance. Make sure you understand when the insurance by the builder finishes, and have your own insurance ready to replace it immediately. It is also important to ensure that your contractor has the responsibility for compliance with Health and Safety regulations, and that all members of your congregation comply with these requirements about accessing the site.

## Project Manager

All major construction projects including rebuilds will require a project manager from conception.

## Contract Works Insurance (CWI)

It is likely you or the project manager will need to arrange Contract Works Insurance for the project. Please contact the Property and Insurance Manager at the Connexional Office 03 3666 049 to arrange this.



## Checklist for Renovations, Alterations, Extensions or New Buildings

- ☐ Congregation mission plan prepared including what property resources are needed to support this mission
- ☐ Determine the options to be considered, and the criteria that they will be assessed against, to best reflect the mission objectives of the parish
- ☐ Agreement to proceed with the project requires the approval of:
  - Market Valuation
  - Parish Council or Church Leaders
  - Congregation
  - The congregation should appoint a 'works committee' unless the project is very small
  - Synod
  - MCPC (Application form, Appendix 1 at the rear of this handbook)
- ☐ Application to MCPC will require:
  - Market Valuation
  - Strategic Plan
  - Sketch Plans
  - Site Plan
  - Accounts – for the last 12 months
  - Approvals from Synod and Parish Council
  - Asbestos Management Plan (if appropriate)
  - All applications are to be forwarded to your Synod for their approval. The Synod will check all the required documentation is included in your application and forward with Synod approval to the Connexional Office for MCPC approval
- ☐ If you need to borrow money, the Parish Council, congregation, Synod and MCPC all need to give formal approval for this. The details for this are provided in Section 13 of this handbook.

## Once final approvals have been obtained

- ☐ Ensure contracts are approved by your lawyer and provide protection to your congregation through insurance and adequate handling of Health and Safety requirements
- ☐ Check your GST situation and ensure you are registered and able to claim back the GST charged by consultants, contractors and other providers
- ☐ Set up the reporting requirements to ensure that your committee will get timely advice on the progress of the project, and adequate assurance about the quality of the work
- ☐ Before you make your final payment and take possession of the building, check that:
  - your professionals have signed off that the work is complete and to standard
  - the Producer Statement, Code of Compliance and Resource Consent are finalised and have been released
  - you have adequate insurance.

## Section 5

# INSURANCE

### Risk Management

An important part of the mission of the Church is to provide an environment where people can feel supported and protected through the trials and tribulations which they experience in the wider community. The Church must strive to provide a place where all people can feel safe and free from abuse.

However, despite our best endeavours things do go wrong. Issues can arise affecting one building or a group of two or three people or they can, as was seen in the 2010 and 2011 Christchurch earthquakes, affect a large number of physically separate properties and whole communities of people. It is important for the Church to be pro-active in managing the environment in which we carry out our mission, including the need to review the seismic strength of buildings. Currently, Conference requires buildings to be strengthened to 67% of New Building Standard (NBS).

Being proactive is known as “Risk Management”, and is an important concept in both our business and personal lives.

In its simplest form, risk management is the identification of problems or difficulties that could await us in the future, and developing a plan to either avoid the problem or minimise any adverse impact.

In an advanced form, risk management can involve complicated and complex arrangements to balance out both adverse and beneficial results to achieve an expected outcome.

The Church, through parishes, committees, synods, missions and boards, is called to assess and deal with many and, in some cases, quite complex risk situations.

Conference, through the establishment of the Insurance Fund, has sought to provide Methodist Church groups and affiliated organisations with an effective tool to resolve risk issues around property, as well as certain liabilities or obligations of care owed by the Church to other people or organisations.

The following information is an attempt to describe and explain the operation of the Board of Administration Insurance Account, and the ways in which the Church can minimise its chances of loss or damage together with the upset and problems that accompany such an event.

### Board of Administration Insurance Account

The Insurance Fund is an account authorised by Conference and operated by the Board of Administration through the Methodist Connexional Property Committee (MCPC) to purchase insurance cover for the Church’s buildings, contents, possible liability exposures and other “insurable risks” from the insurance marketplace. The cost of the cover provided is allocated on a property by property basis for all properties on the Church insurance schedule, being all properties where title is held in the name of, or on behalf of, the Conference of the Methodist Church of New Zealand.

The Fund operates as a managed fund where cover is purchased on a “calamity, first loss basis” for a sum sufficient to cover the Church’s likely loss in a disaster affecting a part of New Zealand e.g., an earthquake and consequent fire affecting Wellington or a volcanic eruption in Auckland. The Church nationally carries a substantial share of claims made against the cover. Following Conference’s decision, the Fund requires replacement cover as the standard unless the local Synod has recommended that, in furtherance of its agreed property strategy, functional replacement cover or indemnity cover shall be used, and MCPC has approved that recommendation.

Individual properties are protected through the Fund for the values recorded in the schedules of property used by the Fund, with individual values being reviewed every two years and adjusted by valuation, or other advice from parishes for contents cover or business interruption cover. The nominated sum insured is the maximum available to settle any claim, therefore, it is vital that the properties insured are revalued by a registered valuer every two years. This includes commercial property as well as dwellings/residential property. The Insurance Underwriting Agent requires a two-yearly re-valuation of insurance. The Insurance Fund provides a subsidy of 75% of the cost of the valuations.

The Fund uses a national charge out rate per \$100 of cover disregarding location, construction or any other consideration. This is contrary to normal insurance arrangements where premium rates vary depending on construction, location, earthquake zone etc. The Fund endeavours to express the concept of “connexionalism”

where bigger help smaller or, in insurance language, the lower risk properties help the higher risk. A penalty premium applies to properties not meeting Conference requirements of having security/fire alarms installed.

Normally, the Fund operates in surplus from year to year. This surplus is used to extend and improve the level of service and insurance protection available to the Church, including the provision of a full range of liability covers for the Methodist Church of New Zealand.

## Scope of Cover

### Material Damage

The policy documents, which have been developed over many years, provide for a very comprehensive and wide-ranging cover for all property owned by the Methodist Church of New Zealand or for which it has accepted responsibility. The extent of cover is regularly reviewed and maintained in the most inclusive language available.

All insurance policies require the insured to take normal, prudent and reasonable steps to safeguard and protect the property covered. This includes regular and necessary maintenance being undertaken and that the premises are secured when vacant.

The policies are very detailed and wordy documents and rather than distribute unnecessary copies, the Fund welcomes requests for confirmation of coverage for any specific questions or scenarios.

The policy includes full earthquake cover to the sums insured for all properties. For residential property, the policy covers any losses over the Earthquake Commission limit of \$100,000 on buildings and \$20,000 on contents, up to the full value of cover.

### Liability Covers

The Fund provides automatic cover for the Methodist Church of New Zealand and its presbyters and deacons, office holders, directors, missions, trusts, boards, parishes and employees of all Church entities and the Board of Administration undertaking their proper roles and activities bona fide on behalf of the Church against a number of potential risks including:

Professional Indemnity

- Public and Products Liability
- Statutory Liability
- Employers Liability
- Employment Practices Liability
- Directors and Officers Liability
- Directors and Officers Costs and Expenses (N/A North America)
- Commercial Crime Liability
- Medical Malpractice Liability
- Cyber Liability

Currently the cost of these covers is provided as part of the insurance package.

Please note, under the current cover there is a \$5,000 excess on most liability covers with the exception of \$500 excess on Employers Liability and \$10,000 on employment related claims. There is a \$5,000 excess per claim for Directors and Officers Liability and Costs and Expenses.

## What should be insured?

The Insurance Fund provides cover for the following risks for all properties listed in the Insurance Schedules.

### Buildings

Includes attached additions and extensions, improvements and permanent fixtures and machinery serving the building windows, and ornamental glass including stained glass\*, walls, gates and fences, landscaping, paths and site improvements.

The Fund requires on file details of the type of structure including construction materials, seismic strength, age and floor area. The Fund also needs to know if the property is listed on any local or national data base as an historical or heritage property.

These details do not currently affect the premium rate or the extent of cover.

**\*Because of both the financial and sentimental value of stained glass windows, the Insurance Fund recommends the use of “window protectors” for all stained glass to guard against impact damage. Cover for unprotected windows in the event of impact damage is limited to \$5,000 per panel.**

### Contents

Contents are any item not included in the building valuation and can be considered as any item capable of and likely to be removed prior to any sale of a building. Contents include carpets and drapes, furniture, paintings, books and sheet music contained in a building or items such as rubbish containers which may be in the open, but on the premises. Fixed vinyl and carpet glued down are covered under buildings.

Refrigerated goods are covered up to a maximum of \$20,000, listed as a separate contents item.

**The fund does not insure the private property of presbyters or other Church members, employees or any community groups even when that property is stored on or used within Church buildings or for Church purposes.**

### Money (Cash)

Where building and/or contents cover exists, the Fund also provides automatic cover for loss of money (for example, the offerings of a Church service) of up to \$5,000 for any one location subject to reasonable proof as to the amount lost. This cover is for cash only. The Insurance Fund does not cover money removed from bank accounts by fraudulent means.

**It must be noted that loss of cash through the dishonesty of employees/parish officials can be claimed only if the loss is discovered within 72 hours of the offence and sufficient details exist to reasonably support the sum claimed.**

The Insurance Fund can provide the following covers “on request”:

#### Business Interruption

This very useful cover protects both gross income expected from a property and the additional costs faced by the Church group or organisation in carrying out their on-going activities whilst their building was being repaired or rebuilt as the result of an insurance event, for example, fire, water damage or earthquake.

#### Additional Costs and Loss of Income

Cover is normally expressed as “\$ per annum for the nominated timeframe - number of months” being the expected time to replace the building in the event of total loss e.g. \$20,000 p.a. for nine months would provide a maximum cover of \$15,000 over the nine-month period from the date of damage to the building. For sites with more than one building, separate business interruption cover (BI) is required for each building where a BI claim is likely to be the outcome from an insurance event. The BI cover is not attached to the site but to each building on the site. The Christchurch earthquakes highlighted the very real and expensive costs of dislocation, and the lengthy periods that may be experienced before the status quo is once again available.

#### Travel Insurance

The Fund can arrange competitive travel insurance for Church employees, representatives and their families travelling on behalf of the Church (or for personal travel) to most locations around the world. Contact the Connexional Office for details.

#### Vehicle Insurance

The Fund can provide vehicle insurance for motor vehicles that are owned by parishes or Church organisations. Contact the Connexional Office for details of cover and premiums.

## Other Covers

The Fund can also provide specialist insurance such as contract works insurance, excess money cover for fairs, collections etc., and any other form of insurance that may be required.

Contract works insurance provides cover for sudden and accidental physical loss or damage that occurs to a property insured during the construction period of a building project.

**The Methodist Connexional Property Committee requires that any building work requiring a building consent requires Contract Works Insurance.**

The greater the notice of a group's requirements, the more likely appropriate cover can be arranged.

## Risks That Cannot Be Insured

There are some types of damage which call for prevention rather than insurance (although there are a few genuine risks which cannot be insured). It needs to be clearly understood that insurance provides compensation for certain accidental happenings, and is not intended to provide money for normal repairs, maintenance and upkeep of premises. For example, water damage from a poorly maintained and leaky roof is not an insurable event whereas water damage from a severe storm probably is. The Fund expects normal, prudent standards of care and protection to be exercised in respect of all Church property.

The Insurance Fund will not cover:

- Gradual or foreseeable deterioration or damage
- The correction of faulty construction practices
- Damage by fungal infection or vermin
- Lost or corrupted data stored or held in computer equipment
- Bespoke or significantly altered software packages (regular "backup" and offsite storage of copies of data and programmes should be an established procedure)
- The Fund will not provide cover where normally available safeguards, e.g. surge or spike protectors for computer equipment, are not used or buildings are left unsecured
- The cost of bringing undamaged parts of a building up to current Building Code.

Regular maintenance is essential and it is prudent to set aside funding for deterioration and renewal. Synod Property Advisory Committees have a significant role in assisting parishes with insurance and maintenance questions.

## Sums to Insure

**Note: Cover is "plus GST" so sums insured are all net of GST.**

### Strategy

Determining the appropriate sums to insure is a significant responsibility for those who have the oversight of management and maintenance of property. It reflects the strategy of the Methodist entity - what is the intention for the future if this particular building was lost? Where properties are 'listed' by the Historic Places Trust or in local body district plans as historic or heritage properties, the costs of repair can, in some cases, be much greater than the cost of replacement, and specialist valuations may be needed in such instances.

For example:

- Is the building of such strategic importance that it would be reconstructed to similar size and current equivalent building materials?

### Insure for Replacement Value

- Is the building of lesser importance such that reconstruction/ rebuilding would be to a size, and/or design, and/or style, and/or usage different to the existing building – so as to meet a different need?

## Insure for Functional Replacement Value

Conference has indicated that, normally, all properties will be insured for replacement value. Functional Replacement Value is available, but only on the recommendation of the Synod and with the agreement of MCPC.  
Only in exceptional circumstances can Indemnity Value be used, and only on the recommendation of the Synod and with the agreement of MCPC.

### Replacement Insurance

“Replacement” insurance with regularly reviewed sums insured reduces the possibility of short recovery (from either a “partial” or “total” loss) and also provides the ‘safety net’ that would replace any or all of the buildings or contents, to a similar size and current equivalent building materials up to the sum insured.

### Functional Replacement Insurance

Functional replacement value should only be used if the building is of lesser importance, such that reconstruction/rebuilding would be to a size, and/or design, and/or style, and/or the usage different to the existing building – so as to meet a different need. The insurance will only be available with the recommendation of the Synod and approval from MCPC. This will not be available for listed historic properties.

Functional replacement value can lead to less than full cover being available for repairs to property in the event of a partial loss (a much more frequent occurrence than total loss). The Insurance Fund considers the implications of this form of cover should be very carefully considered before any decision is made. It should not be seen as a means of reducing insurance costs.

For example, if a property is insured for functional value and this is less than 70% of the full replacement value, then “average” will apply to partial loss claims. The parish will need to be able to cope with the possibility of having to contribute towards the costs of repair for a partial loss.

**All registered valuations for functional replacement value must also show the replacement value of the current existing building.**

### Indemnity Insurance

The indemnity value is determined by the second-hand value of the item at the time of its loss. An indemnity insurance is an undertaking to make good a specified loss to the same condition but no better (or worse) than the position immediately before the damage caused by an insurance event.

As with functional replacement insurance, in the event of a partial loss there will only be a partial settlement for any repairs in the proportion of indemnity to replacement. Indemnity cover will only be available with the recommendation of the Synod and approval from MCPC.

**A new indemnity valuation including an allowance for demolition must be provided.**

Only in exceptional circumstances should Functional Replacement cover or Indemnity cover be used. These can only be an option where the building would not be replaced and the parish or organisation can cope with the possibility of having to contribute towards the costs of repair for a partial loss.

Vacant or unused buildings must be reported to the Connexional Insurance Manager as these will only be covered for indemnity value and are at a higher risk of intentional damage.

### Short Cover/Under Insurance

Most Churches have far more supplies, equipment and furnishings than they are aware of. Due to inflation, the cost of replacing them is often several times their original purchase price. Equally, increases in building costs can render replacement values of two or three years ago well short of the actual costs of replacement.

Under-insurance is a potential disaster in the event of a loss. While it usually occurs innocently (by being unaware of the true extent and value of property or chattels) it is sometimes used as a method of reducing the premium payable.

Either way it is a dangerous practice in that the insured will never recover their position in the event of a total loss, i.e. the parish would end up with only the nominated sum, and if this is not based on a current valuation (no older than two years) the parish may be forced to purchase something older, or lesser, or fund the shortfall in value to rebuild or repurchase to the same standard as before the loss. The Insurance Law concept of “average” could also apply where the insured is considered to be self-insuring the shortfall and even minor claims may be apportioned between the Insurer and the Insured. Consequently, we cannot advocate this course of action as prudent for any parish, as it is a form of misrepresentation of the true extent of the risk.

## Valuations and Schedules

### Buildings

To ensure adequate covers are retained, the Fund requires a valuation prepared by a registered valuer every two years. Currently, the Insurance Fund will meet 75% of the costs of replacement insurance valuations. The Insurance Fund is currently investigating a national revaluation contract where the Fund will meet the cost of all revaluations.

All professional fees should be included in “replacement” and “functional replacement” values. These may be architects, surveyors, local authority planning consents or by-law compliance, hard landscaping, driveways, paths, fencing and any other outdoor infrastructure. A full and proper allowance must also be made for demolition costs and expected building cost inflation over two years.

Churches with stained glass windows need to regularly review the replacement cost of the windows and to have building valuations increased to cover this likely cost. If a stained-glass window is of significance it should be listed and valued separately.

The Insurance Fund insures under a “calamity, first loss basis” with a declared indemnity value. Accordingly, separate valuations to determine statutory indemnity limits (e.g. fire service levies) are currently not required, as the figures needed to calculate this are included in replacement insurance valuations.

### Contents

The adequacy of contents cover should be reviewed regularly especially as significant items are bought or sold/dispensed with.

Pipe organs are considered to be part of the contents cover but should be listed separately. Pipe organs typically have replacement values of many hundreds of thousands of dollars and specialist valuation advisors are required to assess the value of each pipe organ.

The contents schedule should include details of plaques and memorials. Photos of these are useful for future restorations. Copies of these and the contents schedule should be stored off site.

As with building cover, the Church recommends replacement values and the quantum and value of all the contents should be reviewed, using a written schedule, at least every two years.

The Insurance Fund will not meet claims on individual items of contents with a replacement value greater than \$5,000 unless those items are identified, with appropriate values, on a contents schedule held by the Fund.

Contents schedule forms are found in Appendix 4 at the back of this handbook.

### Earthquake and Natural Disaster Cover

Natural disaster cover includes earthquakes, natural landslips, volcanic eruptions, hydrothermal activity, as well as tsunamis and fires resulting from these natural disasters.

The Earthquake Commission provides Earthquake and Natural Disaster Insurance on residential properties only to a maximum value of \$100,000 for buildings and \$20,000 for contents. The Insurance Fund policy provides full earthquake and natural disaster insurance to the nominated sums insured for all property, and after the contribution from the Earthquake Commission for residential property.

As the Earthquake Commission levies a charge on residential property for its cover, their premium is taken into account when the Fund’s charge out rate for residential property is set so that the total premium for residential property is the same as for “commercial” property.

## Excesses for Natural Disaster

For disaster cover, different excesses apply.

For all of New Zealand (except Wellington and Christchurch) the excess is 2.5% of the site value (sum insured) capped at \$150,000.

For Wellington and Christchurch, the excess is 5% of site value, capped at \$200,000.

## Fire and Emergency Levy

In addition to the Earthquake Commission, the Insurance Fund also collects the Church's Fire and Emergency Levy obligations in terms of its insurance arrangements. FENZ is currently reviewing the way in which the Fire and Emergency Levy is collected. The review could impact on the way in which these levies are charged to the Church.

## Risk Management and Assessment

Risk management is more concerned with prevention – avoiding the event. Prevention not only saves money it also, and more importantly, prevents the heartache and grief that occasions all major (and most modest) insurance claims, especially those involving fire or desecration of Church buildings.

### Risk Assessment Inspections

The Insurance Fund can arrange inspections of properties to determine whether any improvements or changes are needed to “housekeeping” or other matters to diminish the likelihood of a loss.

The Insurance Fund provides a subsidy for the installation of a monitored alarm system of \$2,000 or 80% of cost, whichever is the lesser amount.

### Fire Evacuation Plans

Every property needs an evacuation plan, known to its occupants, for the safe evacuation of the property in an emergency.

Some properties need an approved fire evacuation scheme including buildings where any of the following apply:

- 100 or more people can gather in a common venue
- early childcare facilities are provided
- facilities for employment of 10 or more people are provided
- specialised nursing, medical or geriatric care is provided
- accommodation is provided for more than five persons (other than three or fewer household units).

Such schemes are approved by the FENZ and six-monthly trial evacuations are required.

The owner of a building that meets the criteria for needing an evacuation scheme is required to make a written application to the FENZ for approval of the evacuation scheme. For more information you can visit the NZ Fire Service Online Services website at <https://onlineservices.fire.org.nz>

### Photographic Record

The Fund is grateful for photographs of all insured property, site plans for properties with several buildings on one site, and details of special features of particular properties that would have a bearing on their replacement or restoration.

The Insurance Fund can accept and store digital photos or images of Church buildings. Images should be supplied electronically as “jpg” files with appropriate descriptions – please include the risk numbers from your insurance risk detail advice or invoice.



## Premiums

Annual premiums are established early in December for the insurance year, which runs from 1 January to 31 December the following year. The Insurance Fund has to pay the full year's premium and charges to the Church's Insurers, Earthquake Commission etc. at the start of the insurance year.

Premiums are payable by monthly instalments charged on the 20th of each month, and payment is made by direct debit or by prior arrangement paid in full in advance.

Insurance risk detail advices (certificates of cover) are produced with the first instalment invoice in January. If there are any changes to cover throughout the insurance year, a new insurance risk detail advice and invoice will be sent out to show the change in sums insured, and the change in the monthly premium amount.

Alterations to sums insured, additions or deletions of properties give rise to proportionate additional or refunds of premiums to the next charging date. Any changes received after the end of a month will not be reflected in a change to the monthly premium until the next month's payment.

## GST

Sums insured are recorded net of GST.

Premiums and claims within the Methodist Church of New Zealand GST group registration are transacted "GST exempt".

Transactions involving co-operative ventures have GST included for both premiums and claims where refunds are made to the co-operative venture rather than payments direct to suppliers.

## Claims

### Notification

- The Fund requires all claims to be notified to the Connexional Office as soon as the damage is discovered. In line with normal insurance requirements, claims not notified within 30 days of the occurrence may be declined.
- Notification can be made by telephone, email or post but for involved or substantial claims, e.g. over \$5,000 expected cost, prompt notification by telephone during office hours would be appreciated.

### Excess

The Fund has three levels of excess for material damage claims:

For buildings served by an operating alarm system at the time of a loss occasioned by fire vandalism or burglary

- Excess \$500 per claim.

For all other claims for a property without an operating alarm system

- Excess \$1,000 per claim.

Loss of Money claims

- Standard excess \$250.

(For co-operative ventures, the appropriate excess plus GST.)

### Alarms

The Insurance Fund promotes the installation of monitored intruder and smoke alarms for all Church properties and Conference has determined that alarms be fitted to all Churches with a replacement value in excess of \$300,000. A penalty premium is charged on all buildings with a replacement value over \$300,000 without an alarm.

**A separate claim needs to be lodged for each event. A parish cannot, for example, accumulate four broken windows damaged at different times and file one claim with one excess.**

Claim forms are found in Appendix 3 at the rear of this handbook and are also available on the website, <http://www.methodist.org.nz>

### Burglary and Theft Claims

The Fund requires all claims involving theft, burglary and dishonesty to be reported to the police and a copy of the complaint notice forwarded to the Insurance Fund.

### Assessors

For claims above \$5,000 or where special circumstances may apply, the Fund will normally appoint independent professional assessors to assist in processing the claim and undertaking restoration and repair.

### Recoveries

The Fund will seek the assistance of the insured group to recover any amounts available from the sale of damaged goods or other procedures to minimise the cost of any claim to the Church. Any stolen property recovered after an insurance settlement is completed will be the property of the Insurance Fund.

### Building Act 2004

The Building Act 2004 has introduced some significant policies that will impact on maintenance and building costs for Churches.

All territorial authorities (TAs) are required to develop registers and policies with regard to Dangerous and Insanitary Buildings and Earthquake Prone Buildings. In both cases the TA can require remedial work to be undertaken, either to safeguard the public or to bring the building up to current building code compliance when work requiring a building consent is undertaken. For example, a fire in the corner of a Church could require relatively straight forward repair work, but would require consent. That could trigger a requirement to upgrade the whole of the building to code compliance.

**Following the Canterbury earthquakes, the insurance industry does not cover the cost of bringing undamaged parts of a building up to code or Building Act compliance.**

The Act also requires that certain work in buildings can only be done by, or under the close supervision of, a registered builder or tradesperson. Church buildings will (and some work on parsonages may) fall into the area where a registered person is required.

For more information, see Ministry of Business, Innovation and Employment (MBIE), <https://www.building.govt.nz> or contact the Connexional Office or your territorial authority.

**Any work over \$25,000 in value, or requiring a Building and/or Resource Consent, also requires the approval of the Methodist Connexional Property Committee before the work is undertaken.**

## Professional Liability Insurances

### Professional Indemnity

This insurance is designed to:

1. Protect the Insured from claims made against them for any Loss arising from any Claim for civil liability in respect of the conduct of the Professional Services, provided that such Claim is first made against the Insured during the Period of Insurance.
2. Protect the Insured from claims made against them for any Defence Costs resulting from a Claim for civil liability in respect of the conduct of the Professional Services, provided that such Claim is first made against the Insured during the Period of Insurance.

### Public and Products Liability

This insurance provides cover for all sums which the Insured shall be legally liable to pay as compensation on account of:

- a. personal injury or
- b. property damage

as a result of an occurrence happening in connection with the business of the Insured.

### Statutory Liability

This insurance is designed to indemnify the Insured for costs incurred with the Insurer's consent, following unexpected and unintentional breaches of NZ Statutes. Costs insured are those of being represented in any investigation or inquiry from which a prosecution may result and the costs of Fines and Penalties that may be awarded other than under the Health and Safety Statutes.

### Employers Liability

This insurance is designed to protect the Insured from loss resulting from claims by employees and persons who are not employees, such as ministers, presbyters, deacons, lay persons, volunteers and students, suffering personal injury in the workplace not covered by ACC.

### Employment Practices Liability

This insurance is designed to protect the Insured from loss resulting from claims by any current, former or prospective employee and persons who are not employees, such as ministers, presbyters, deacons, lay persons, volunteers or students, alleging any breach of any Employment Contract or the laws and regulations of the Methodist Church of New Zealand, the Privacy Act 1993 and/or the Human Rights Act 1993.

**The excess on Employment Disputes Insurance is \$10,000 and professional advice is mandatory.**

### Directors and Officers Liability

This insurance is designed to protect directors, senior executives and employees ("Insured Persons") from loss arising from claims made against them in the discharge of their duties on behalf of the organisation.

### Directors and Officers Costs and Expenses

This insurance is designed to cover:

- a. the Insured for all Loss, except where such Loss has been paid; or
- b. the Organisation for all Loss, for which indemnification has been granted to the Insured as permitted or required by law.

### Commercial Crime Liability

This insurance is designed to pay for loss if the Insured has suffered a loss because of:

- a. an internal crime
- b. an external crime
- c. a theft or
- d. physical loss or damage.

### Medical Malpractice Liability

This insurance covers payment on behalf of the Insured for any loss arising from any claim alleging a Medical Incident by the Insured in the conduct of Professional Healthcare Services, provided that such claim arises from an act, error or omission of the Insured during the period of insurance.

### Cyber Liability

Cyber Liability Insurance protects the Church against liabilities arising from data protection laws, management of personal data and the consequences of losing information. This includes credit card numbers, medical records, birth dates, passport numbers and other private personal information which can be stolen and used inappropriately. Equally, the loss of corporate information such as intellectual property and proprietary information could severely disadvantage the Church.

### Excesses

Each of the above Insurance covers is subject to an individual policy excess which varies from policy to policy.

### What Should Be Notified

Advise the General Secretary or Insurance and Property Manager as soon as possible of:

- the discovery of any circumstance which may give rise to a claim under any of the policies
- any threat or intimation of a claim
- any legal proceedings issued against an Insured Person
- the cancellation, suspension or termination of the statutory registration of an Insured person
- notice of intimation by any person or organisation of possible intention to investigate, charge or prosecute the Insured
- investigation, charge or prosecution of the Insured
- the acquisition, merger or consolidation with any other organisation
- any material addition to or material change to the business.

### Important

In order to ensure a claim is not declined and to protect Church personnel, it is important that the steps below are followed:

- Notify the claim or circumstance in the first instance before taking any steps.
- Make no liability admission.
- Claim settlements or the costs in connection with that claim will require the prior written consent of the Insurer (obtained through the General Secretary / Insurance Property Manager).
- Do not make any admission or payment in connection with any official investigation, inquiry, commission, examination, prosecution, administrative proceeding or regulatory proceeding.

The Connexional Office must be advised as soon as there is any suggestion of a possible claim or any action which may lead to a claim.

Early notification is essential to ensure the policy requirements are met and the claim is approved. Please call or email your notification to the General Secretary or the Insurance and Property Manager - 03 366 6049.

## Notifications and Claims Process Summary

### Buildings and Contents

- Contact the Police if necessary
- Secure the premises if necessary
- For significant claims advise the Connexional Office as quickly as possible
- Complete and forward a claims form.

### Liability Covers

The Church is required to advise its Insurer as soon as it becomes aware of:

- Any circumstances which may give rise to a claim
- Any threat or intimation of a claim
- Any legal proceedings issued against the Church.

The Insurer's prior agreement is required before admission of liability or offer to settle can be made. Legal or Employment advice can only be obtained from the panel of legal advisors agreed to by the Church and our Insurers. Call the General Secretary or the Insurance and Property Manager - 03 366 6049 for the Panel list.

### Information Privileged

All information provided to the Connexional Office in anticipation of a possible claim against the Church is primarily to be forwarded to us for the purposes of the consideration and preparation (if necessary) of an appropriate defence to the claim and is therefore considered to be "privileged" and legally protected.

There is no need to file a separate notification with the Connexional Office to advise the Church's insurers as that will be a natural but ancillary outcome of the information provided to our office.

All information provided will be for the primary purpose of considering the grounds for, and preparation of, the Church's potential defence in respect of any claim lodged. The information provided to us will be privileged notwithstanding it may also be shared with our insurers.

**The Church is best served where any potential problem is notified at the earliest opportunity. There is no penalty or problem if a claim does not eventuate – late notification, however, can result in cover being withdrawn.**

## Section 6

# ASBESTOS MANAGEMENT

---

WorkSafe NZ has a goal to reduce asbestos-related disease by 50% by 2040.

Asbestos is the single biggest cause of deaths from work-related disease in NZ. On average 170 people die every year from asbestos related disease. Asbestos fibres, if inhaled, are a serious health risk – once the fibres are inhaled, they lodge in the lungs and may cause asbestosis, lung cancer or mesothelioma (cancer of the mesothelial cells which cover most internal organs).

### What makes asbestos dangerous?

Asbestos fibres are released into the air when people handle asbestos-containing materials with poor safety procedures. Asbestos fibres are around 50 to 200 times thinner than a human hair, can be invisible and can be breathed in easily. They can become trapped deep in your lungs and cause damage over a long time.

The two asbestos-containing material groups include:

- Bonded (non-friable) asbestos materials, made up of a bonding agent (such as cement) with asbestos fibres added. They usually contain less than 15 per cent of asbestos and normally do not release fibres unless they are disturbed, damaged or have deteriorated over time.
- Friable (loosely bound) asbestos materials are those which can be crumbled or reduced to powder by hand. Bonded asbestos can become friable if severely fire damaged or crusted. Friable asbestos materials are the most dangerous as the fibres can be released into the air.

The Asbestos Regulations apply to those organisations working with asbestos and businesses that manage or control workplaces. The regulations also apply to landlords.

To assist businesses to meet their obligations, WorkSafe has published an Approved Code of Practice: Management and Removal of Asbestos, and Good Practice Guidelines: Conducting Asbestos Surveys.

## Asbestos Management Policy

<b>Policy</b>	<p>The Methodist Church owns many properties and buildings that are highly likely to include asbestos-containing materials.</p> <p>The Church recognises that we have an ethical, moral, spiritual and legal requirement to do our utmost to manage the inherent and long term risk asbestos poses to Our People ā Tātou Tāngata.</p> <p>As such, the risk of asbestos in every Methodist owned or occupied building must be actively managed until there is no asbestos present.</p>
<b>Why we need to manage asbestos</b>	<p>In 2010, asbestos was the number one workplace killer in New Zealand with 170 people dying from asbestos-related diseases that year. All types of asbestos can cause asbestos-related disease and most asbestos-related illnesses take around 20 years before symptoms start to show.</p> <p>WorkSafe NZ introduced the Asbestos Regulations 2016 as part of the Health and Safety at Work Act 2015 (page 2 number 42 Asbestos Management Policy). These regulations provide a methodical approach to asbestos management and working with asbestos.</p>
<b>Rationale</b>	<p>A consistent Asbestos Management Approach will allow the Church to maintain a central registry of asbestos-containing properties, which includes information on what is being done in each property to manage the asbestos risk.</p>
<b>Document disclaimer</b>	<p>This document relates to the management work wrapped around identifying and planning what to do with asbestos.</p> <p>This document excludes guidance for any work related to actually working with asbestos (removal, sealing, encapsulating or otherwise controlling). Only qualified professionals should undertake asbestos-related building works contracts.</p>

## Asbestos risk

### Highest risk

Asbestos is most risky (and therefore a current risk) when it is friable and/or when it is airborne, generally a dust.

Therefore, if a building surface is breaking down and unstable, or if you are about to undertake work (demolition work or refurbishments) that involves making dust, you **must** ensure that asbestos is absent.

### Risk triggers

Use these risk triggers to guide what level of urgency is needed within your Asbestos Management Plan (AMP) actions.

#### If you don't know if asbestos is present...

and the building surface is breaking down and unstable

#### then the risk...

may be immediate

#### and you should...

**immediately** identify if asbestos is present or not.

and you are about to undertake demolition, refurbishment or excavation work

will be created by you

confirm if asbestos is present or not using formal identification methods in all levels of substrates. Wait for confirmation **before** starting any work.

but the building surface is sound

is not immediate

create an AMP to ensure asbestos risk remains low, then tie in long term controls (i.e. formal asbestos identification and removal) with other building works.

### Building categories

Category	Asbestos present?	Risk level?	Action
1	No	None	No problem - end of story
2	Yes and/or suspected	Does not present a current risk	Keep people informed to ensure it does not become a current risk
3	Yes and/or suspected	Presents a current risk	Remove the risk (turn building into category 1 or 2)

Ideally, all buildings will become category 1 and there will be no category 3 buildings.



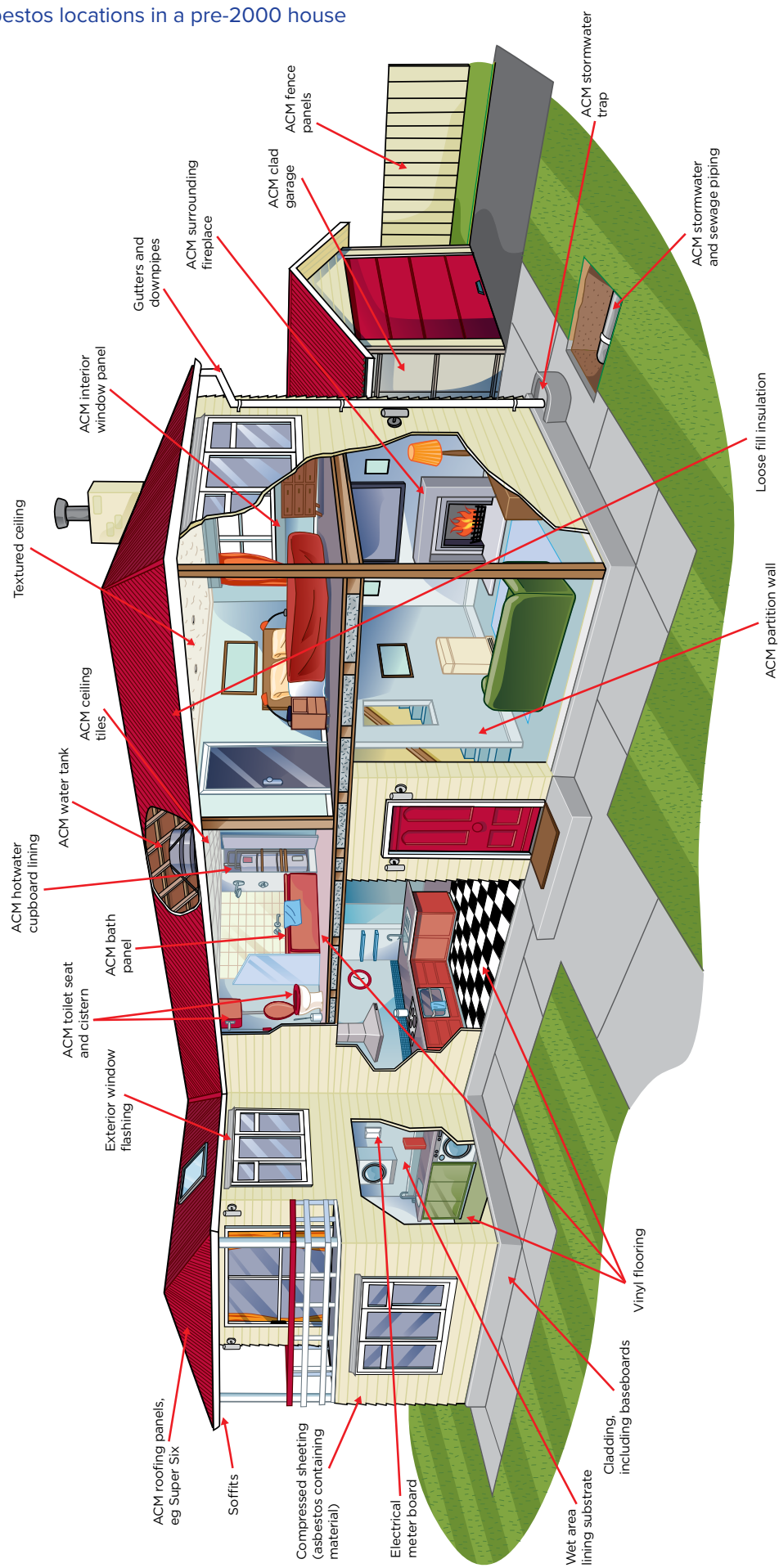
## The 3 stage plan

<b>Staged approach</b>	A staged approach has been adopted for the Asbestos Management Plan (AMP) to cater for knowledge levels and budgets.
<b>AMP availability</b>	The AMP is available from The Methodist Church of New Zealand Te Hāhi Weteriana o Aotearoa website. (Caring for Our People and Property).
<b>Excel form</b>	The Asbestos Management Plan is available in Microsoft Excel. Please contact <a href="mailto:healthandsafety@methodist.org.nz">healthandsafety@methodist.org.nz</a> if you require assistance.
<b>Stage 1</b>	<ul style="list-style-type: none"> <li>• Communicate to everyone a basic statement of “we don’t know so we won’t touch”.</li> <li>• Gather basic building details.</li> <li>• An easy, no cost approach which anyone can do.</li> </ul>
<b>Stage 2</b>	<ul style="list-style-type: none"> <li>• Add further details to Stage 1 of what is/isn’t containing asbestos.</li> <li>• We still don’t know about some of it so we will assume the unknown does contain asbestos and therefore we won’t touch it.</li> <li>• Wrap some indicative timeframes and actions to the known/assumed asbestos.</li> <li>• Communicate the plan to everyone.</li> <li>• An easy, low/no cost approach which people with some building knowledge can do.</li> </ul>
<b>Stage 3</b>	<ul style="list-style-type: none"> <li>• When work is planned, we must now know whether there is asbestos in the areas we are proposing to work in.</li> <li>• Stage 2 information can now be verified.</li> <li>• Qualified professionals must test the materials in question to 100% confirm where the asbestos is or is not.</li> <li>• Feed the outcome back into the Asbestos Management Plan.</li> </ul>
<b>Review the plan</b>	<ul style="list-style-type: none"> <li>• At the completion of any projects works.</li> <li>• At the start of any new tenancy (consult, cooperate, coordinate).</li> <li>• At the change of building usage.</li> <li>• Maximum time period – every five years.</li> </ul>
<b>Inform National Register</b>	<p>Send a report to the National Asbestos Register through either your Synod Property Committee or <a href="mailto:healthandsafety@methodist.org.nz">healthandsafety@methodist.org.nz</a></p> <ul style="list-style-type: none"> <li>• At each stage.</li> <li>• At each review.</li> </ul>

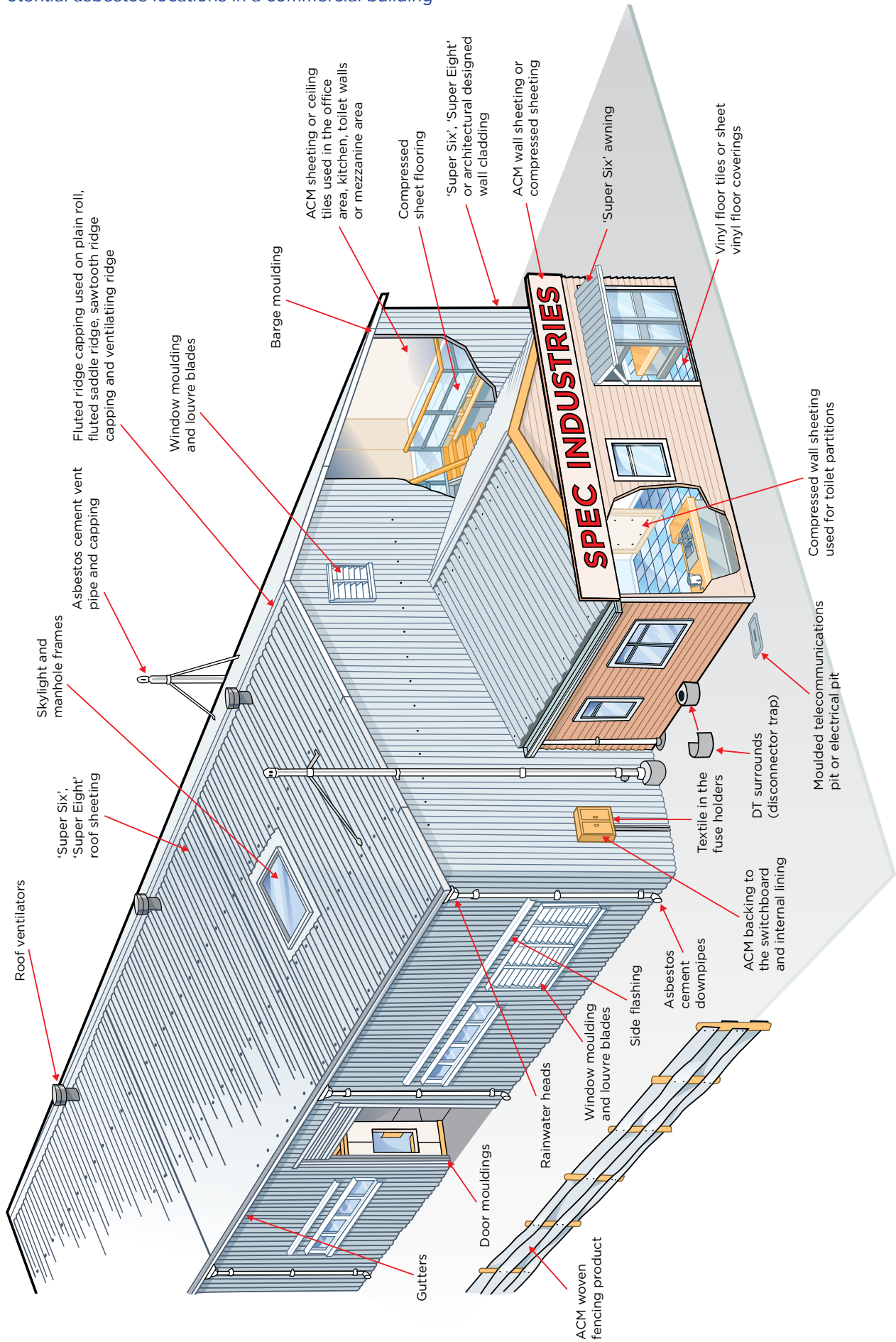
## General

<b>Communicate, cooperate, coordinate</b>	<p>The easiest way to control the creation of an asbestos risk is to communicate with everyone who uses the building.</p> <p>Ensure everyone participates to avoid activating the asbestos risk.</p> <p>Your assessments and controls need to be shared with:</p> <ul style="list-style-type: none"> <li>• everyone who works and/or lives at the property</li> <li>• contractors and visitors and anyone else who is not full time at the property.</li> </ul> <p>Consider using signage in appropriate places (next to or on the area or plant that potentially contains asbestos) to warn people of the risk.</p>
<b>Tell Others</b>	<ul style="list-style-type: none"> <li>• H &amp; S book</li> <li>• Sign in book</li> <li>• Contractor sign up</li> <li>• Signs/labels (next to Building Warrant of Fitness etc)</li> <li>• Property committee processes (property inspections etc)</li> </ul>
<b>Record keeping</b>	<p>Records should list all identified or assumed asbestos in a workplace that presents, or is likely to present, a risk of exposure to breathable asbestos fibres.</p>
<b>What records should include</b>	<p>Records should describe all identified asbestos in the workplace, or likely to be in the workplace occasionally, including:</p> <ul style="list-style-type: none"> <li>• the date you identified or assumed the presence of asbestos</li> <li>• the location, type and condition of the asbestos</li> <li>• an estimate of the area or quantity of asbestos</li> <li>• analysis results confirming whether a material at the workplace is or is not asbestos</li> <li>• dates when the identification occurred</li> <li>• details of inaccessible areas</li> <li>• photographs or drawings are useful to show the location of asbestos.</li> </ul>
<b>Records availability</b>	<p>Records should be kept available for people that may be at risk from the asbestos:</p> <ul style="list-style-type: none"> <li>• Staff</li> <li>• Visitors</li> <li>• Contractors</li> <li>• Future project work.</li> </ul>
<b>Asbestos Location Examples</b>	<p>The following pages are pictorial examples of where asbestos may have been used; it could be anywhere.</p>
<b>Risk assessment and controls</b>	<p>WorkSafe has provided a table of options and assessment criteria which will be used in the Asbestos Management Plan.</p> <p>This table of asbestos management options follows the asbestos locations pictorial examples.</p>

## Potential asbestos locations in a pre-2000 house



Potential asbestos locations in a commercial building



## Asbestos Management Options

ASBESTOS MANAGEMENT OPTION	OPTION INVOLVES	APPROPRIATE WHEN	NOT APPROPRIATE WHEN	ADVANTAGES	DISADVANTAGES
<b>Removal</b>	Complete removal of asbestos or ACM from building	<ul style="list-style-type: none"> <li>&gt; surface is friable or asbestos is poorly bonded</li> <li>&gt; asbestos is severely water-damaged or liable to damage or deterioration</li> <li>&gt; there is lichen growth or lichen-related damage</li> <li>&gt; asbestos is located in air conditioning ducts</li> <li>&gt; airborne asbestos levels exceed trace level</li> <li>&gt; other control techniques are inappropriate</li> </ul>	<ul style="list-style-type: none"> <li>&gt; asbestos is located on complex or inaccessible surfaces</li> <li>&gt; removal would be extremely difficult and other techniques are satisfactory</li> </ul>	<ul style="list-style-type: none"> <li>&gt; hazard and risk is eliminated</li> <li>&gt; no further action required</li> </ul>	<ul style="list-style-type: none"> <li>&gt; increase in immediate risk of exposure, particularly to removal workers</li> <li>&gt; creates significant disruption to building occupants</li> <li>&gt; may be the most costly, complex and time-consuming option</li> <li>&gt; removal may increase fire risk in a building, requiring substitute material</li> <li>&gt; potential to contaminate building if removal not carried out correctly</li> </ul>
<b>Encapsulation<sup>12</sup></b>	Coating ACM with a product that penetrates into and hardens the material	<ul style="list-style-type: none"> <li>&gt; asbestos removal is difficult or not feasible</li> <li>&gt; minimal likelihood of asbestos being damaged</li> <li>&gt; building has a short life expectancy</li> <li>&gt; asbestos is visible for regular assessment</li> </ul>	<ul style="list-style-type: none"> <li>&gt; asbestos is deteriorating or is water-damaged</li> <li>&gt; applying the sealant may damage the asbestos</li> <li>&gt; area of damaged asbestos is large</li> </ul>	<ul style="list-style-type: none"> <li>&gt; quick and cost-effective</li> <li>&gt; asbestos dust is contained</li> </ul>	<ul style="list-style-type: none"> <li>&gt; hazard is not eliminated</li> <li>&gt; if the area of asbestos is large, it may be similar in cost to removal</li> <li>&gt; eventual removal may be more difficult and costly</li> <li>&gt; enclosure and clearance procedures are still required</li> </ul>

<sup>12</sup> If the enclosure, encapsulation or sealing options are used in commercial buildings, the location of the asbestos must be clearly indicated to note the presence of asbestos and recorded on asbestos records and asbestos management plans.

## Asbestos Management Options Continued

ASBESTOS MANAGEMENT OPTION	OPTION INVOLVES	APPROPRIATE WHEN	NOT APPROPRIATE WHEN	ADVANTAGES	DISADVANTAGES
<b>Sealing</b>	Applying a protective coating that creates an impermeable seal for the asbestos	<ul style="list-style-type: none"> <li>&gt; asbestos removal is difficult or not feasible</li> <li>&gt; minimal likelihood of asbestos being damaged</li> <li>&gt; building has a short life expectancy</li> <li>&gt; asbestos is readily visible for regular assessment</li> </ul>	<ul style="list-style-type: none"> <li>&gt; asbestos is deteriorating or has been water-damaged</li> <li>&gt; applying the sealant may damage the asbestos</li> <li>&gt; area of damaged asbestos is large</li> </ul>	<ul style="list-style-type: none"> <li>&gt; quick and cost-effective</li> <li>&gt; asbestos dust is contained</li> </ul>	<ul style="list-style-type: none"> <li>&gt; hazard is not eliminated if the area of asbestos is large, it may be similar in cost to removal</li> <li>&gt; eventual removal may be more difficult and costly</li> <li>&gt; enclosure and clearance procedures are still required</li> </ul>
<b>Enclosure<sup>13</sup></b>	Placing a barrier between ACM and the surrounding environment	<ul style="list-style-type: none"> <li>&gt; asbestos removal is extremely difficult</li> <li>&gt; fibres can be fully contained within the enclosure</li> <li>&gt; most of the surface is inaccessible (enclosed)</li> <li>&gt; disturbance to, or entry into the enclosure is unlikely</li> </ul>	<ul style="list-style-type: none"> <li>&gt; enclosure is liable to be damaged or water damage may occur</li> <li>&gt; asbestos cannot be fully enclosed</li> </ul>	<ul style="list-style-type: none"> <li>&gt; minimal disruption to occupants</li> <li>&gt; provides an adequate method of asbestos control for some situations</li> </ul>	<ul style="list-style-type: none"> <li>&gt; asbestos hazard remains</li> <li>&gt; ongoing maintenance of enclosure required</li> <li>&gt; asbestos management programme required</li> <li>&gt; enclosure has to be removed before removing asbestos</li> <li>&gt; entry into the enclosure prohibited</li> </ul>
<b>Deferral</b>	No action taken at the present time	<ul style="list-style-type: none"> <li>&gt; risk of asbestos exposure is negligible, and</li> <li>&gt; asbestos is inaccessible and fully contained, or asbestos is stable and unlikely to be damaged</li> </ul>	<ul style="list-style-type: none"> <li>&gt; there is a possibility of asbestos damage or deterioration</li> <li>&gt; airborne asbestos dust levels exceed trace level</li> </ul>	<ul style="list-style-type: none"> <li>&gt; no initial cost</li> <li>&gt; cost of removal is deferred</li> </ul>	<ul style="list-style-type: none"> <li>&gt; asbestos hazard remains</li> <li>&gt; ongoing assessment and monitoring is required</li> <li>&gt; asbestos management programme required</li> </ul>

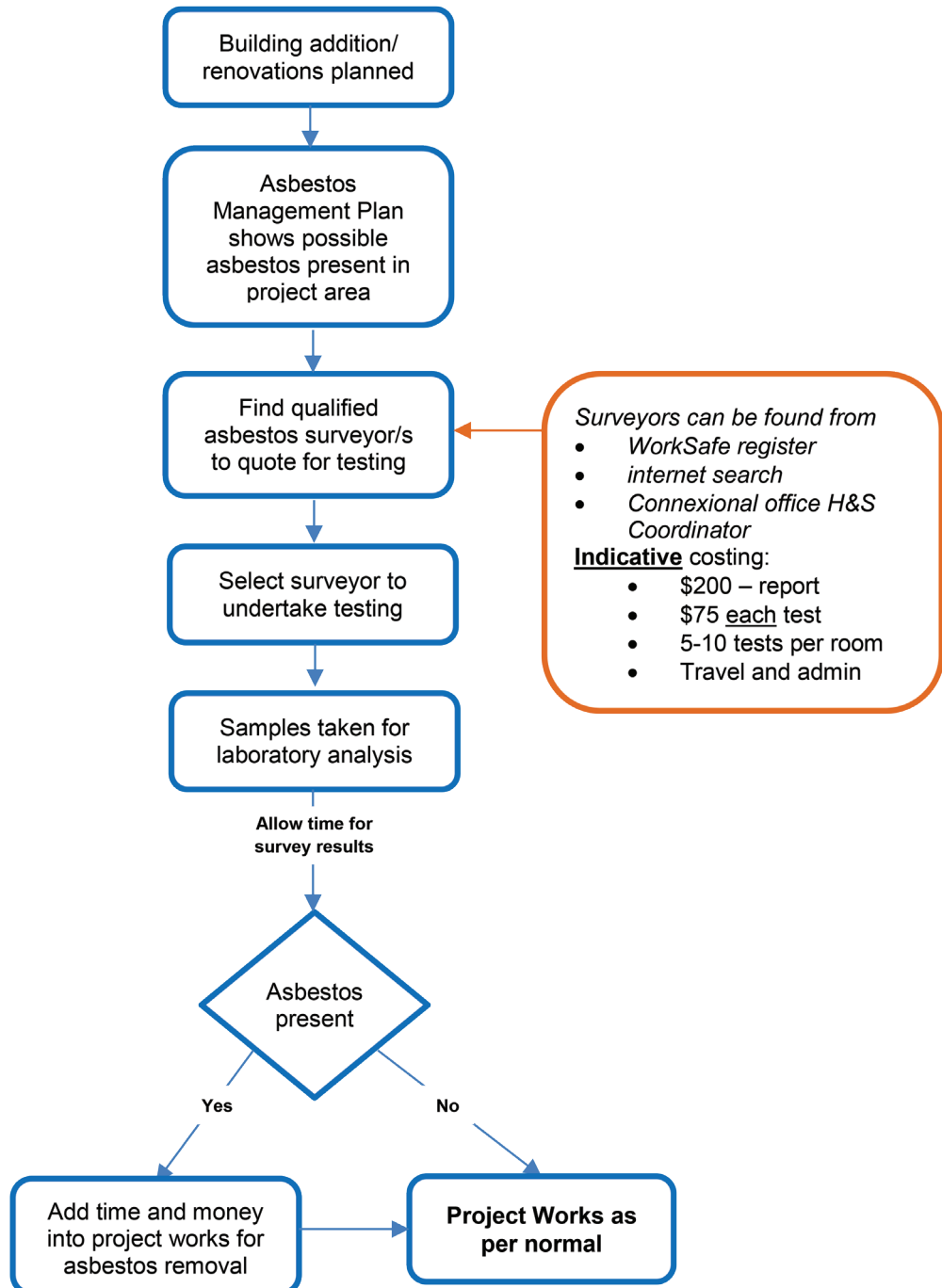
<sup>13</sup> Only acceptable if ACM is in good condition and the barrier is designed to protect against mechanical damage.



## Stage 3 – Project Works

### Project work process

Asbestos testing adds another layer of activity to project works.



**The Steps**

The following steps should be undertaken once project work is planned, but before project work starts.

Step	Activity
1. Test for asbestos	<ul style="list-style-type: none"> <li>• Compare the Asbestos Management Plan to the work area.</li> <li>• Select a qualified asbestos surveyor.</li> </ul> <p>Asbestos companies in your area can be found through a general internet search in your region, or by searching the WorkSafe register: <a href="http://www.worksafe.govt.nz/topic-and-industry/asbestos/licensing/licence-holder-register/">www.worksafe.govt.nz/topic-and-industry/asbestos/licensing/licence-holder-register/</a></p> <p>The project area should be thoroughly surveyed, with samples taken for laboratory testing.</p> <p>Allow time for survey results to come through before deciding on a project start date.</p>
2a. Test results: No asbestos	<ul style="list-style-type: none"> <li>• Update the AMP accordingly.</li> <li>• Project works continues as per normal.</li> </ul>
2b. Test results: Asbestos present	<ul style="list-style-type: none"> <li>• Update the AMP accordingly.</li> <li>• Allow contingencies (or get firm quotes from certified/qualified companies) in your project plan for <b>asbestos removal</b>.               <ul style="list-style-type: none"> <li>– no building access except certified/qualified asbestos removalists.</li> <li>– price.</li> <li>– time.</li> </ul> </li> </ul>
3. Asbestos records	<ul style="list-style-type: none"> <li>• During the project works the original asbestos assumptions and the analysis results must be made available for all site workers to see.</li> <li>• The post-removal air test. All clear results are particularly important to display.</li> <li>• Copies of key documents should be copied to the AMP.               <ul style="list-style-type: none"> <li>– WorkSafe notification.</li> <li>– close out certificate.</li> <li>– final air test.</li> </ul> </li> </ul>

**Inform  
National  
Register**

Email the AMP to the National Asbestos Register through either your Synod Property Committee or [healthandsafety@methodist.org.nz](mailto:healthandsafety@methodist.org.nz)



## Reference Material

### Further Reference Material

This table provides further useful Worksafe NZ reference material.

WorkSafe NZ Document	Description / Download Location
Approved Code of Practice: Management and removal of asbestos	The code is comprehensive and covers all aspects of managing asbestos safely in NZ workplaces. <a href="https://worksafe.govt.nz/dmsdocument/8-acop-management-and-removal-of-asbestos">https://worksafe.govt.nz/dmsdocument/8-acop-management-and-removal-of-asbestos</a>
Conducting asbestos surveys	Guidelines for PCBUs conducting asbestos surveys, workers carrying out asbestos surveys and PCBUs that need to identify asbestos in a workplace. <a href="https://worksafe.govt.nz/dmsdocument/11-conducting-asbestos-surveys">https://worksafe.govt.nz/dmsdocument/11-conducting-asbestos-surveys</a>
Do you need an Asbestos Management Plan?	You have a duty to have an Asbestos Management Plan in place for your buildings and workplaces where asbestos is likely to be found. <a href="https://worksafe.govt.nz/dmsdocument/1001-do-you-need-an-asbestos-management-plan">https://worksafe.govt.nz/dmsdocument/1001-do-you-need-an-asbestos-management-plan</a>
Refurbishment versus Maintenance	Clarifying the difference as used in the Asbestos Regulations 2016. <a href="https://worksafe.govt.nz/dmsdocument/2374-refurbishment-versus-maintenance">https://worksafe.govt.nz/dmsdocument/2374-refurbishment-versus-maintenance</a>

### Health and Safety Coordinator

Contact [healthandsafety@methodist.org.nz](mailto:healthandsafety@methodist.org.nz) if you have any queries.

## Section 7

# MANAGEMENT STRUCTURE FOR BUILDING DEVELOPMENT PROJECTS

---

Periodically in the life of every parish there are special projects undertaken, which can include the building of a new facility, e.g. new church or hall, or purchase of an existing one, e.g. parsonage. Such events call for special administrative skills and abilities, some of which are just an extension of those normally undertaken by officers of the parish. Others are of a more specialised and demanding nature.

### Raising Funds and the Handling of all Monies

It is normal in these situations for the parish to be involved in special fund-raising, and also in the movement of larger amounts of funds than is usually the experience of parishes.

As soon as donations are received, receipts should be issued and all monies immediately banked. Receipts should show the specific purpose for which the money was given and the monies must only be used for that specified purpose. All receipts should have the following information included: the date, the name of the donor (unless they want to remain anonymous), amount in both words and figures, and specified purpose where appropriate. It is possible that the Inland Revenue Department will be requiring this additional information in the near future.

Proceeds from fairs and similar events should be counted by at least two people and totals verified, with adequate records kept to support the banking entries.

All offerings should be counted by at least two people and, again, adequate records should be kept of contributions for special efforts, whether for use within the parish, e.g. building fund etc., or for other special appeals.

### When Building a new Facility under Contract

It is important to have financial matters in hand before the contract is let, and even if all the funds are not held at the commencement date, to make sure that expectations are realistic and attainable.

### When there is External Borrowing

If any external borrowing is required, the approval of the Methodist Church through the Methodist Connexional Property Committee must be obtained before any agreement is entered into with the lender. All such loans must have the following Limitation of Liability Clause included:

#### Consent of Conference

“Notwithstanding anything expressed or implied in this agreement or in the Land Transfer Act 1952 or in the Property Law Act 1952, no monies hereby secured shall constitute a debt from or be recoverable against:

- a. The Methodist Church of New Zealand, or
- b. Any member or adherent of the Methodist Church of New Zealand, or
- c. Any Trust or Board (other than the Board of Administration of the Methodist Church of New Zealand) of or under the control, directly or indirectly of the Conference of the Methodist Church of New Zealand.

The liability of the Board of Administration of the Methodist Church of New Zealand or its successor or assigns shall be limited to the security specifically charged hereby.”

## When Progress Payments are Made

All payments made to contractors or individuals involved in a building project should be made through the parish account. There should be no payments by cash. For all developments, with the possible exception of parsonages, where an architect has not been employed, the architect's Certified Certificate should provide supporting authority for payment of the contractors' tax invoices which will be required for GST purposes. If Labour Only contracts are entered into or tradepersons are employed to undertake work on behalf of the parish, tax considerations must be taken into account, including ACC contributions.

## Contractors' All Risk Insurance (CWI)

Most contractors arrange their own "Contractors All-Risk Insurance" cover. When this is the case, it is important to determine that the cover provided is adequate for the parish's needs. The architect can assist with this assessment. If this cover is not included in the contract as negotiated, it can be arranged through the Methodist Insurance Fund for an additional special premium.

It is important that the parish advise the Insurance Fund of their requirements with a reasonable lead-in time, prior to the date when it should become effective.

**When the contract has been completed, insurance cover needs to be arranged immediately for the full value of the property and its contents.**

A set of photographs of the buildings and significant contents of the completed building should be forwarded to the Connexional Office for insurance records.

## Section 8

# OUR LAND STORY & GUIDELINES FOR TAKING ACTION ON LAND & RESPONDING TO THE WAITANGI TRIBUNAL

---

### Introduction

As a result of the resolutions passed at the Methodist Church of New Zealand Conference 1989, it is now necessary for any parish or organisation within the Church buying or selling property to have completed adequate research of the history of the land under consideration before approval for purchase or sale is given on behalf of the Conference by the Methodist Connexional Property Committee. Each Synod Property Advisory Committee is to be a point of reference if advice or assistance is required during or following research into the land. In a number of Synods, research has already been completed on the broad base, which is common to the whole area, and, therefore, it is not necessary for this to be repeated in each individual situation. It is, therefore, important to make enquiries as to whether the wider base work has been completed and, if so, then proceed with the specific research as it applies to the particular property or properties concerned.

The following information has been prepared to help parishes find their way in tracing back the history of the ownership of a particular piece of land to the extent that is possible without specialised expertise. In some instances the chain of ownership may prove to be obscure or complex and the help of someone well versed in land transactions, such as a solicitor or land surveyor or survey draughtsperson, may be required to unravel the story.

### Land Ownership in New Zealand

#### Early History

The concept of private ownership and individual title to land was foreign to the traditional Māori system of tribal land being held in common, with no member of the tribe having title to any particular portion or the right to sell it. As a result, conflicts arose when many of the land sales to Europeans in the early days were negotiated with people who had no standing to sell the land in question. By the time of the Treaty of Waitangi in 1840, the Māori chiefs yielded to the Crown the sole right to buy their lands and investigation of all prior purchases by Europeans, often for a few blankets and muskets or the like, was initiated. Many of the original land claims were drastically reduced. Government purchases of Māori land were negotiated by Land Purchase Commissioners at tribal meetings. First title from the Crown was then issued in the form of a 'Crown Grant' in recognition of a direct grant or purchase.

Over three million acres of Māori land were confiscated in the Waikato, Taranaki and Bay of Plenty following the Land Wars of the 1860s, more than a third being subsequently purchased or returned. In 1865, Māori Land Courts were established to adjudicate in the partitioning and disposal of lands retained by the Māori people.

In tracing back the history of the ownership of our Church land, it is suggested that the following critical questions be addressed:

- How was the land originally obtained from the Māori?
- Was the land purchased?
- Did the purchase have tribal consent?
- How does the purchase stand in relation to the Treaty of Waitangi?
- Was the land confiscated and were any payments made later?
- Was the Methodist Church involved in the original transaction?
- When did the Church become involved and with whom?
- Is the land still being used for the purpose for which it was originally granted, gifted or purchased?

It is important to appreciate that Māori understanding of land differs from that of Pākehā, not only in terms of collective ownership – something held within the tribe and handed on from generation to generation, not a commodity to be bought and sold – but also that, for Māori, land has spiritual value from which they draw strength.

### Land Title

Prior to the introduction of the Land Transfer system with the passing of the Land Transfer Act in 1870 (a loose system of recording land ownership through the Deeds Register by the District Land Registrar), other dealings affecting the ownership of the land were not necessarily so registered. Methodist Deed Registers are held in Archives. The 1870 legislation provided for the registration of all dealings affecting the land on a certificate of title by the District Land Registrar, and guarantee of the description and ownership of the land by the Crown. However, it did not become mandatory to bring all land under the Land Transfer Act until the passing of the Land Transfer (Compulsory Registration of Titles) Act in 1924. For these reasons, it is not always possible to trace a chain of ownership back to the original Crown Grant, the District Land Registrar's record beginning at the point where acquisition of freehold is first registered.

In searching a certificate of title, it is necessary to distinguish between transfers, transmissions and proclamations registering change of ownership and other legal documents affecting the ownership such as leases, mortgages, rights of way and easements benefiting adjoining owners, covenant agreements, and liens or charges against the land. All dealings are recorded on the title as "memorials", in strict order of date and time of registration.

### Land Survey

Statutory control of land subdivision surveys in New Zealand, whereby land holdings are guaranteed as to area and dimensions, is exercised by Land Information New Zealand.

After examination and approval as to survey, plans of surveys of freehold land under the Land Transfer Act are forwarded to the District Land Registrar for deposit (hence "D.P." or "Deposited Plan"). All plans of surveys of Crown lands, Māori lands, freehold lands and lands taken for special purposes are lodged in the Survey Office records system.

### Sources of Information for Research

In some cases, land ownership information will have already been researched for church histories. Parishes may still hold minute books which have information about land. Copies of land titles may also be held.

Resources are held in the Methodist Church of New Zealand Archives Christchurch.

This is the national repository for the archives of the Methodist Church of New Zealand.

**Contact:** Head Archivist, Methodist Church of New Zealand Archives  
PO Box 931, Christchurch 8140, New Zealand  
Telephone 3666 049 ext. 831  
Email: [archives@methodist.org.nz](mailto:archives@methodist.org.nz)  
Web: <http://www.methodist.org.nz/archives>

### Published Church Histories

Often these include information about land purchases and sales.

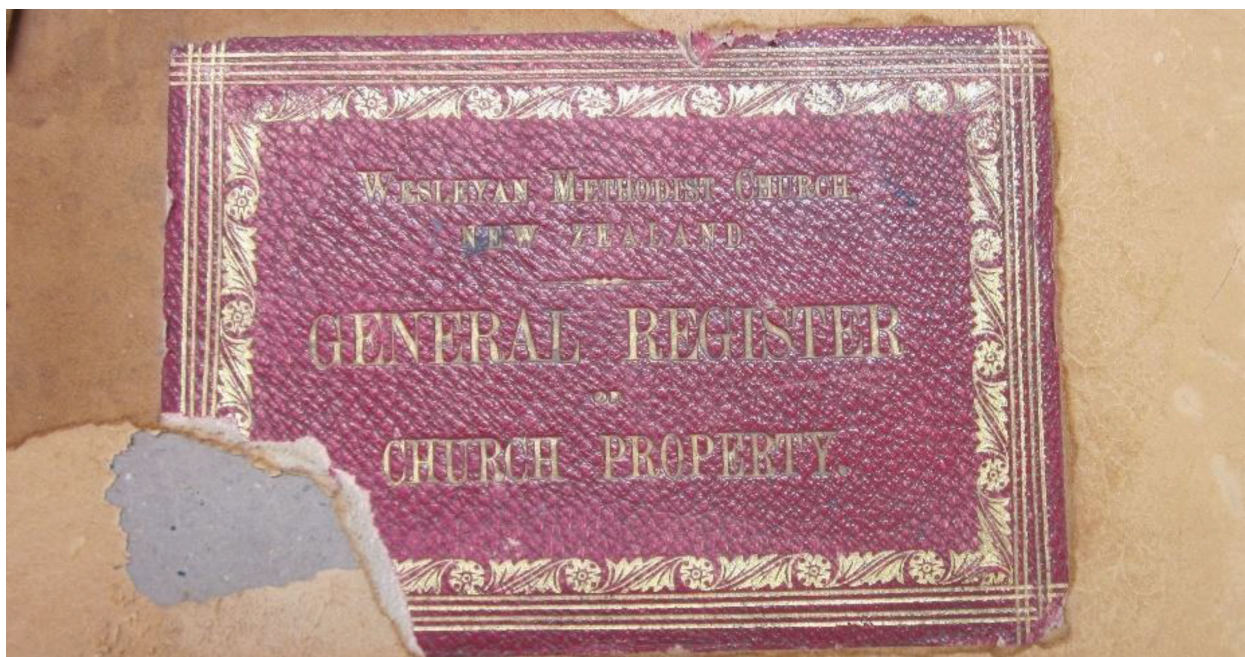
### Parish Archives Collection

This is the collection of records created by churches or parishes kept in the Methodist Archives. It includes minute books for Property Trusts, quarterly meetings and circuit schedule books.

Circuit schedule books are hand-written and document property owned by the Church or parish; some date from the 1860s. They also refer to property deeds, which used to be sent to the Connexional Secretary (now called the General Secretary). A detailed list of the Parish Archives Collection is on the website [http://www.methodist.org.nz/archives/archives\\_collection](http://www.methodist.org.nz/archives/archives_collection)

### Connexional Secretary's Records Held in The Methodist Archives

These records are part of the Administration Division Collection. They are designated restricted access and permission to see them may have to be granted by the General Secretary.



The Connexional Secretary kept registers recording details of Church property. These large volumes list all property owned by the Wesleyan Church (which became The Methodist Church of New Zealand in 1913). The registers date from about 1865 and list land and buildings. They were used to compile the yearly statistics for the Methodist Conference.

Use of these registers ceased with the advent of computers in the 1970s and 1980s; information about land ownership in more modern times is recorded in the administration division database.

The Connexional Secretary also kept a deeds register, which recorded the date the property deed was issued and when it was given to Connexional Office care. Alongside these, a register of trustees was kept until about 1973. These registers are arranged by name of Church or parish, and list trustees' names and dates of appointment.

### Church Building and Loan Fund Records

These minute books and accompanying files can have information about property transactions. The minute books are not indexed; to find information requires reading through them.

### Land Story Collection

A previously written land story in the same area may already have researched the background information.

## Internet Sources

### Methodist Church of New Zealand Archives Collection

While few documents have yet been digitised, our catalogue lists of the Archives Collection are available:  
[http://www.methodist.org.nz/archives/archives\\_collection](http://www.methodist.org.nz/archives/archives_collection)

### New Zealand Methodist Newspapers 1870-1948

Digital copies of these can be word-searched:

<http://kinderlibrary.outofprint.co.nz/>

### New Zealand Newspapers

Newspapers can also include information about the New Zealand Methodist Church.

These can be searched on the National Library's Papers Past site:

<http://paperspast.natlib.govt.nz/cgi-bin/paperspast>

### New Zealand Methodist Publications

Many books have been digitised by international libraries or internet companies such as Google, which have information about the New Zealand Methodist Church. Of particular interest is William Morley's *A History of Methodism in New Zealand*:

<http://www.archive.org/details/historymethodis00morlgoog>

The Wesley Historical Society of New Zealand has also digitised publications about the history of the Methodist Church, mostly published by the Wesley Historical Society:

[http://www.methodist.org.nz/organisations/wesley\\_historical\\_society/history/history\\_index](http://www.methodist.org.nz/organisations/wesley_historical_society/history/history_index)

Repositories holding New Zealand Methodist Archives and Manuscripts:

- Alexander Turnbull Library  
Holds records of joint or union parishes in the Wellington region, ministers' papers, Wesleyan missionary records, photographs and artworks.  
<http://natlib.govt.nz/>
- Auckland City Library Sir George Grey Collection  
Holds records for Pitt Street Methodist Church, Hokianga Mission Station.  
<http://www.aucklandlibraries.govt.nz/>
- Hocken Heritage Collections  
Holds records of Methodist Parish archives for Otago and Southland.  
<http://hakena.otago.ac.nz/>
- John Kinder Theological Library  
Holds publications, manuscripts and archives, photographs relating to The Methodist Church.  
<http://www.kinderlibrary.ac.nz/>
- National Library of New Zealand  
Holds publications relating to the history of The Methodist Church of New Zealand.  
<http://natlib.govt.nz/>
- Archives New Zealand  
Holds the records of New Zealand Government departments including Lands and Survey Department and Land Information New Zealand.  
<http://archives.govt.nz/>



## Land Information New Zealand (LINZ)

Land Information New Zealand ([www.landonline.govt.nz](http://www.landonline.govt.nz)) holds large scale record maps showing details of current and earlier subdivisions, their names and numbers, and the relevant plan references for all land within the District, together with microfilm aperture cards of survey plans for all past and present Crown, Māori and Freehold lands. These record maps and microfilm copies of the plans may be viewed on the payment of a required fee per print. For more information, refer to the Land Information New Zealand website.

Land Information New Zealand holds certificates of title and earlier deeds certificates for all land within the District. The primary records under the former Deeds System are the Deeds Index volumes which record a listing of all transactions registered against each land holding, and the Deeds Register volumes containing fair copies of all such registered deeds. A Certificate of Title reference is preferable, but the present address of the piece of land under investigation may be sufficient to locate the current title. The Connexional Office may already hold a copy of the historic title for your property, or can access a copy through Land Online or a consultant for a reasonable fee.

Under normal circumstances, by searching through the memorials registered on the current title, previous titles and earlier deeds certificates, it is possible to trace back ownership to the original grant or purchase from the Crown. The type of title (e.g. leasehold, freehold), names of owners, legal description, area and dimensions and diagram of the land (but little other evidence of the circumstances and terms of the transactions) will be obtainable from the certificate of title. The current title number is shown at its top right corner and the previous title number at its top left corner.

## Public Libraries, Museums and Other Repositories

### Information about Records held in Museums and Community Archives

<http://thecommunityarchive.org.nz/>

Information can also be held in local libraries, archives and historical societies and it is worth making contact with local repositories.

### Employing a Professional Historian to Research Land History

If you are unable to do this research, this is a site that has details of historians who can do this who are members of the Professional Historians of Aotearoa New Zealand: <http://www.phanza.org.nz/>

## Local Bodies

Local councils, because of their statutory involvement in approval and rating of land subdivisions and improvements within their boundaries, hold plans and other records that may yield information concerning dates, prices, ownership, and similar useful details of land transactions that have taken place over the years of their existence. As the information is likely to be located in various sections of the council offices, a written request in very specific terms will be more productive than a casual enquiry over the public counter. Rating notices and valuation notices are a source of legal descriptions and certificate of title references.



## Suggested Procedure

The approach will depend very much on what information is already available locally and how convenient it is to visit Land Information New Zealand. These broad steps are suggested.

What to do	Where to go
Ascertain whether Synod research has been undertaken and use this as the basis for the more detailed research.	Synod Property Advisory Committee.
Determine what information is already available in the parish.	Parish histories, parish and trust records including legal documents.
Search current and previous titles and earlier deeds to trace back to ownership.	Land Information New Zealand or contact the Connexional Office.
If there's difficulty in locating the current title, ascertain the original legal description of the land.	Land Information New Zealand.
If a break in the chain of ownership necessitates working forward from the original grant or purchase, ascertain the original legal description of the land.	Land Information New Zealand.
If details of the survey and dimensions of the land are required, obtain copies of the relevant survey plan(s).	Land Information New Zealand.
Carefully assess what information is still lacking and make further enquiries in specific terms.	Contact the Methodist Archives.
Depending on what kind of information is sought, apart from ownership, fill out the story by reference to other appropriate sources.	

**If you would like an example of a Land Story, contact the Connexional Office 03 3666 049.**

## Further Reading

For further reading, the following are recommended:

Hames, E W. *Out of The Common Way The European Church in the Colonial Era 1840 - 1912*. Wesley Historical Society. 1972

Hames, E W. *Coming of Age. The United Church 1913-1972*. Wesley Historical Society. 1972

McLean, Gavin. *How to do local history: research, write and publish: a guide for historians and clients*. University of Otago Press, Dunedin. 2007

Morley, William. *The History of Methodism in New Zealand*. McKee & Co, Wellington. 1900

## Guidelines for Taking Action on Land and Responding to the Waitangi Tribunal

There are some basic underlying principles to work with. These include:

Recognition that the Treaty of Waitangi is “the foundation document for this land” (as expressed in The Methodist Church’s Mission Statement).

A basic aim is to restore relationships severed by injustice.

The initiative to restore that relationship needs to be taken by the parish or other body holding the land.

There is no one “right” response to take.

The process will take time, and will involve wide consultation.

One injustice should not be replaced by another. The starting point is to undertake research into the history of any piece of land. The Methodist Church requires this to be done prior to the sale and purchase of any land, and encourages it to be done in any case as part of the ongoing life of parishes, trusts and other land-holding groups.

The point of doing the research is two-fold:

- to determine whether or not there is any injustice in the way the land passed out of Māori hands or has since been used which might place obligations on us now, and
- to discover stories about the land which broaden our understanding of ourselves as a community of faith in this particular place.

For that reason, the stories which surround the land in the region are of more significance than the details of legal title, though this information provides part of the picture.

Use local resources such as museums, libraries and people who have been around for a long time. Remember that the Methodist Church Archives in Christchurch and Auckland have a wealth of information about Methodist land.

As you find out information, please give copies to your Synod Property Advisory Committee and to the Archives. When you have gathered the stories and the details of title transfers, you will be ready to decide whether there is any other action you might feel obliged to make.

It is recognized that the reports and decisions of the Waitangi Tribunal provide significant resource material to help both in background information on land and in deciding appropriate action. It is also recognized that the functioning of the Tribunal has changed over time, including in the way it makes use of the Treaty of Waitangi. This has led to some differences in responding to the stories of Māori claimants, for example between the Manukau Report and the Ngāi Tahu Report.

Prior to the Court of Appeal decision of 1987, the Waitangi Tribunal had been saying: “In the Māori text (of the Treaty) the Chiefs ceded to the Queen ‘Kawanatanga’. We think this is something less than the sovereignty (or absolute authority) ceded in the English text” . . . In the Māori text the Queen guaranteed to the Māori people in return, “Te Tino Rangatiratanga” of those things they wished to retain. This is something more than the “full exclusive and undisturbed possession” guaranteed in the English text.” (Manukau Report.)

The Court of Appeal, in responding to the challenge of the Māori Council, spelt out its understanding of the “Principles of the Treaty”. The Waitangi Tribunal is bound by the Court of Appeal. The Court’s first principle is that a settled form of government was desirable and the British Crown should exercise the power of government.

The Muriwhenua, Orakei and Ngāi Tahu reports all take into account the various statements of the Court of Appeal. So, the Ngāi Tahu report states: “In any event on reading of the Māori text in the light of contemporary statements we are satisfied that sovereignty was ceded.” Tino Rangatiratanga is recognised in the decisions and weight given to various submissions, and we would need to listen for the reaction of Ngāi Tahu people to the findings. In the light of this, it is suggested that the following guidelines be applied when using the Waitangi Tribunal reports and decisions:

- Recognise that the Tribunal is obliged to use the High Court principles of the Treaty which may not always reflect where the Church stands in relation to the Treaty.
- As a general principle the Church gives priority to the stories and perspectives of the tangata whenua ahead of other stories and perspectives.
- We accept the evidence of history, including the fact that The Methodist Church holds land that was originally confiscated or obtained illegally.

## The First Step

Discussion is currently taking place to determine MCNZ policy on confiscated land. Until a decision is made regarding this protocol, the following is a guideline for the steps to be taken.

The first step is to look out for situations uncovered in your research which should lead you to pause and consider further. The sorts of situations to look out for are:

**Confiscated Land:** Land taken from Māori by force or by legal decree as a punishment.

**Gifted Land:** Land intended for a particular purpose. This includes Crown grants. This land, while still held, may not be serving the purpose for which it was originally intended.

**Irregularly Purchased Land:** Land, for example, from individualised Māori title, under duress, through broken agreements. Crown grants may turn up here too. Crown grants can also be found in this category.

**Land Acquired under Act of Parliament:** such as under Wastelands Act, Land Claims Act, Public Works Act.

Not all land acquired in these ways will require further action, but if these turn up, then you need to pause and take a closer look. The main concern is about the way land moved out of Māori oversight. Often this was transferred to the Crown and subsequently granted to another owner. How did the Crown acquire it?

## The Next Step

If it appears that there is cause to take some action in response to what you have discovered, these are some of the things you can do to help arrive at a decision. They are more or less in order, but you might need to circle back and forth a little.

- **Take it seriously.** These land questions are important for your congregation or group, and for the Church. Check that you have enough information and understand the key issues. Don't be afraid of the history and what it might mean, or feel guilty about it. Think of the situation as an opportunity, and of any obligations in terms of free responsibility and engagement. This moment is important; it can be exciting.
- **Talk locally.** Listen for the stories and the oral traditions. Check out the local and national archives, the museums and libraries. Get as much material as you can that bears on the land concerned and its history. Get a feel for the local picture and the wider perspectives. Reflect on relevant Biblical and theological theses which might help shape your response. Keep everyone informed. And keep listening.
- **Consult.**
  - Consult first with the Synod Property Advisory Committee.
  - Inform the Methodist Connexional Property Committee.
  - Consult with Te Taha Māori as primary Treaty partners in the Methodist Church. Ask if they have any comment about what you have discovered, or if they have further stories. If you have identified a local Māori group to talk with, ask if Te Taha Māori sees this group as an appropriate partner for consultation.
  - Begin dialogue with the appropriate local Māori group or groups. Be prepared for this process to take time. Remember that one outcome will hopefully be the restoration and development of relationships, and that the relationships are as important as the final decision about the land.
- **Shape your decision.** Remember that the decision rests with you. Consult widely, listen to what others are saying, but make your own decision as Parish Council/Committee or Trust Board. Some things to bear in mind:
  - Look at all the information and try to put it into as broad a context as possible.
  - Take note of what others have said, especially Māori partners.
  - Look towards restoring justice and healing of relationships so that a better base can be built for the future.
  - Engage in Biblical and theological reflection as part of the process. One aspect of the action is to reclaim the integrity of the gospel in Aotearoa.
  - Recognise that there will be different perspectives. Treat them all seriously, and with respect. Note again that there is no single correct answer. Try to work towards consensus.
  - Don't be afraid to take time over this part of the process. It is important to get people "on board" and to feel you are doing the most appropriate thing for your setting.

## Taking Action

There are a number of possible things you might end up doing. Each particular situation needs to be worked through to decide the most appropriate action. There can be no set guidelines as to what should happen e.g. in regard to confiscated land. Some possible actions include:

- **Returning the land.** This is the most publicised, but it is simply one of the possible options. (For example, Motueka Parish struggled to find an appropriate way of returning land.)
- **Compensation.** This will probably take the form of a cash grant, perhaps from the sale of land. [For example, Rangiora Parish sold a redundant property and made a gift of a proportion of the proceeds to the Tuahiwi Marae.]
- **Return from rental.** This provides an ongoing sum which maintains the relationship and recognises the situation. (For example, the Hamilton Methodist Trust gives a percentage of its rental income to Te Taha Māori.)
- **A ritual act.** This might happen in your worship or with the local Māori people, expressing regret for the past and commitment to the future.
- **Public acknowledgement of past injustice.** This could be similar to the previous, but is intentionally public and with a focus on acknowledgement of the injustice. (For example, this is what took place in relation to Te Aro Park in Wellington.)

## Summary

There are three things to keep uppermost in your mind:

- Land and its history are significant, so we need to take these issues seriously. We will be helped in this if we search for ways of incorporating land awareness in our theology, as, for example, in reflecting on our understanding of creation.
- Consultation is key. This does not mean telling people what you are doing, but going to them with open hands and minds. It means a genuine meeting, without prejudged results, and recognising that it might take more than one contact.
- The whole process takes time. This is necessary if there is to be adequate information, good consultation and consensus decision-making. Do not wait until you want to sell before beginning. Start now.
- Please send a copy of your landstory to Methodist Church of New Zealand Archives  
PO Box 931  
Christchurch 8140  
email [archives@methodist.org.nz](mailto:archives@methodist.org.nz)

## Section 9

# HERITAGE LISTINGS, LOCAL AUTHORITY CONTROLS & OTHER CONSTRAINTS ON PROPERTY USE

---

This section deals with ways in which the use of a Church property can be constrained by legal processes. There are many different ways in which this can happen, but the most common ones are heritage listings, easements across the property, land use restrictions in district plans and compulsory purchase of property.

Sometimes the law provides little opportunity for the Church to do anything about the constraints placed on the property, but other times action can be taken to avoid or minimise the effect of the constraints.

Because constraints come in so many forms, it is difficult to provide specific guidance that will cover all situations. This means MCPC are guided by some basic principles.

As a Church, we do not own property for its own sake. We own property when it is the best way to achieve God's mission in our area, both now and into the future. For this reason, MCPC's basic position is that:

**The Church should avoid having any constraints on its property as far as possible.**

Avoiding constraints not only means that the current congregation can use its property in the best way possible to achieve God's mission, but it also keeps open the possibility that the congregation of the future may have a different view of what mission is and how the building fits into it. Heritage listings are a particular concern because many congregations have found the authorities want to "freeze" the building in its original form, rather than acknowledging that this building is a church that grows and changes. This attitude may limit the congregation's ability to remodel the property as worship styles and mission outreach options change.

However, sometimes it is only reasonable for us to agree to have a constraint on our property. MCPC take the view that when legal constraints are placed on our property, the Church should receive the same compensation that any other property owner would receive in the situation.

Sometimes the Church is seen as a "soft touch" and so a less generous offer of compensation is made than would otherwise be the case. This is unacceptable. The Church does not exist to provide the community with cheap resources: it is to fulfil God's mission for the area. Financial compensation can be used by the congregation to offset any issues caused by the constraint or to establish a new mission.

Finally, in some cases the constraints are requested by neighbouring property holders. MCPC take the view that we should be good neighbours, but that does not mean that we always need to agree with what our neighbours want. The basic principle here is:

**Requests from neighbouring property owners should be evaluated from the perspective of their impact on the mission of the congregation both now and long-term.**

We should not be unduly swayed by wanting to be kind in the short run only to risk damaging our ability to fulfil God's mission in the long-term. This includes the damage to the long-term mission of the congregation if the property falls in value because of the constraints on it.

## The two biggest risks - Local Authority Decisions and Heritage Protection

Constraints can come in many forms, but some of the most restrictive constraints come from local authority decision making and heritage listing, so we have provided some explicit advice around these two issues.

### Local authorities can place restrictions on your property via a district plan, including:

- incorporating Heritage Status listing into the district plan
- the imposition of drainage easements
- boundary set-backs or
- taking land for public schemes.

### What to do if you are advised of pending district planning changes affecting Church-owned sites

MCPC have attempted to advise all local authorities that any requests or notices regarding site change use or code changes affecting that site should be sent to The Methodist Church of New Zealand Connexional Office as the party responsible for property ownership matters.

If a congregation is issued with notice of a pending code change or site restriction, it should be copied and immediately sent to The Methodist Church of New Zealand Property Manager and the Synod Secretary.

If the notice is part of a congregation's development consenting process, then the congregation's design team and its solicitor should be asked to advise on the consequence, and their advice passed to MCPC as soon as possible.

### What are MCPC prepared to do where a parish's plan to alter or develop a site is restricted by district planning requirements?

Because the rules around property developments are mostly set by local authorities, it is important that parishes use experienced professional advisors who are familiar with your local authority's requirements. They, in turn, may suggest more specialist advisors for complex resource consent issues. You should also consult with your Synod and MCPC on heritage constraints as, depending on how widely they may impact on our network, MCPC and the local Synod may want to appeal these through a regional or national process rather than each congregation appealing the same rules individually.

### The effect of local authority decisions relating to adjacent landowners

Local authority decisions can also lead to restrictions on the site development, use or potential use because of actions taken during development by adjacent landowners and developers. Applications from neighbours requesting support for exemptions to height or site lines requirements, and permission for encroachment to allow development to take place without a formal dispensation, such as Resource Consent hearings, may seem simple requests, but they can have the result of imposing permanent restrictions on future development and hence diminishing the value of Church-owned land.

### What to do if you are asked to agree to an endorsement or restriction being placed on the legal title of a Church-owned site

Any changes to the site title plan have to be approved by MCPC and the documentation signed by them. The congregation, or its solicitor, should advise MCPC and the Synod immediately and forward any request and related correspondence.

## Heritage Protection

### Our purpose is God's mission into the future

We are privileged to have many beautiful and historic buildings. However, we are a Church – not a provider of monuments for the population. Although MCPC appreciate the work of those who advocate the preservation of our New Zealand-built heritage, and of those who want to mark the historic and social significance of sites owned by the Church, MCPC are required to support the work of active congregations and to maintain the value of the assets held in the name of The Methodist Church of New Zealand.

Our view of our heritage buildings is that they should not be allowed to impede the ability of our parishes to fulfil God's mission and, just as they were built to meet the mission needs in the past, they should change and develop to meet the mission purpose of congregations of the present and the future. In our experience, congregations show respect for their heritage when they seek to make such changes.

MCPC are aware that many parishes are faced with troubling realities when it comes to maintaining their existing buildings. It is a situation that calls for careful and discerning congregational decision-making, if necessary looking beyond the current buildings for the sake of God's mission. We believe that the time is right for bold action - to take risks, to try new things as our forebears did, as we undertake our journey towards re-imaging mission and the Church for today's world.

## **We don't have to own the building for it to exist**

We also know from experience that we do not have to continue to own a building for its heritage value to continue. These days, alternative uses of significant heritage sites and buildings may well be a way of funding the strengthening and restoration of historic real estate. The sale of such sites to community interests may release local parishes from the burden of maintaining and preserving heritage sites and allow the local community to continue to appreciate the significant heritage values of the location.

However, one of the biggest issues with a formal heritage listing is the loss of value when parishes and Synods see advantages in selling land and buildings or where a parish is dissolved. MCPC are bound to support the realisation of the maximum value for land and buildings in order to release funds to the Synod for God's mission. MCPC, therefore, do not want to see any long-term restrictions or constraints placed on land and buildings that could delay opportunities to realise assets and create more flexible ways of resourcing mission.

## **What can MCPC do to assist local parishes in terms of District Plans and Reviews where recommendations are made to list Church-owned sites as significant historic heritage places?**

The effect of significant historic heritage place listings will vary depending on the District Scheme recommendations of particular local authorities. The heritage values may be evaluated under a number of categories such as: historical, social, manu whenua, knowledge, technology, physical attributes, aesthetic, and context. The relevance for a particular site will be shown in proposed or adopted schedules.

Under District Plans, some or all of the following historical heritage place restrictions (local authorities will have their own specific requirements) may apply:

- Maintenance and repairs of scheduled buildings and structures will likely be permitted and can be undertaken within a resource consent.
- Heritage rules are likely to impose restrictions on:
  - Total or substantial demolition or deconstruction of scheduled buildings
  - Relocation of scheduled buildings
  - Construction of new buildings or structures on the land
  - Modification of scheduled buildings
  - Subdivision of the land and seismic strengthening work.

These or similar rules could obviously impact on the use/redevelopment of Church buildings or the redevelopment or sale of the land on which a building stands.

By passing on information to MCPC as soon as congregations have been advised that scheme changes are proposed, then, in conjunction with the Synod, it may be possible and desirable in some circumstances to engage specialist legal and planning advice and engage with the local authority before any hearings, as well as to make sure the local and national interests of the Church are represented at any formal hearings.

## Can a parish agree to a heritage listing (under a District Plan or proposed by Heritage New Zealand) in order to get financial assistance to develop or preserve an item on the site?

Sometimes congregations seek to have heritage listing because the local authority or Heritage New Zealand indicates that funding may be available. One of the unfortunate realities at present is that the public funding for the upkeep of heritage buildings is very small, and the requirements (particularly for Heritage New Zealand category 1 buildings) are extremely expensive. For this reason, we do not recommend congregations seek this kind of funding.

In addition, a congregation that does wish to obtain a heritage listing must obtain the approval of its Synod and MCPC before seeking a voluntary heritage listing. This is because it may have implications for the regional and national mission of the Church. In addition, MCPC must also be involved in any request or application for funding that requires a grant application likely to result in restrictions being placed on the site status and/or requiring repayment of any grant.

## Open Space Covenant

The open space covenant is akin to heritage protection in its impact, but is administered by the Queen Elizabeth II National Trust rather than a local authority. An open space covenant provides private landowners in New Zealand with a mechanism for protecting special natural and cultural features on their land.

The purpose of the covenant is to preserve areas of land or bodies of water that have special aesthetic, cultural, recreational, scenic, scientific or social interest or value. The National Trust assists landowners with the ongoing management of the special features covered by the covenant and may meet some of the costs of securing or managing the covenanted land.

The covenant is voluntary but, once registered on the title of the land affected, it binds the current and subsequent landowners for all time.

**For this reason, any parish wishing to enter into an open space covenant must obtain the prior approval of the Parish Council, the congregation, Synod and MCPC.**



## Section 10

# LEASING PROPERTY

Whether the property is a commercial or residential entity, ask yourselves how leasing this property will contribute to the life and growth of the congregation and advance God's mission.

### Leases are involved when a congregation:

- needs to rent additional property for its use, or
- decides to lease out a property, or part of it, for income.

### In order to lease a property for a term of longer than 7 years (including rights to renew) you must have approval from:

- Synod
- MCPC

All Leases (including lease renewals) are drawn up by the parish's lawyer and must be forwarded to the Connexional Office to arrange signing by BOA member/s.

The lease must be in the name of The Board of Administration of the Methodist Church of New Zealand as the landlord and signed by one or more Board members, not by the parish.

The lease document (Deed of Lease) must be in writing and preferably be prepared by your parish solicitor.

### The Deed of Lease must include:

- Board of Administration of the Methodist Church of NZ as Lessee (if you are renting additional property) or Lessor (if you are renting out your existing property)
- the legal description of the property
- the term of the lease
- the amount of rental and terms
- any renewal rights and obligations
- a clause limiting liability of the Church to the property being leased (refer below)
- an inventory of chattels
- it may include a bond payment (if required).

If the lease is a residential tenancy, you must also ensure you understand and abide by your obligations under the Residential Tenancies Act. Copies are widely available, together with standard tenancy agreements at Post Shops or online at [www.tenancy.govt.nz](http://www.tenancy.govt.nz).

MCPC's approval is not required for a residential tenancy or a commercial tenancy with a term of less than seven years (including right to renew terms).

### Limitation of Liability and Substances Clause

This clause is required because the BOA of the Methodist Church of NZ legally own a lot of property on behalf of The Methodist Church of New Zealand. It is important that liability is restricted to the actual property involved.

The Clause should read something like this:

"The liability of The Methodist Church of New Zealand as (tenant, landlord, lessee or lessor - as appropriate) under the terms of this Deed of Lease shall be limited to the property as set out in the schedule (attached) and shall not constitute a debt payable by The Board of Administration of the Methodist Church of New Zealand."

This clause may vary on a case by case basis as recommended by a parish solicitor when they review the draft Deed of Lease.

## Unlawful Substances

For all leases entered into by the Church the following clause is to be included:

“The Tenant expressly acknowledges and agrees it is an essential term of the lease that the Tenant’s invitees at the property will not bring onto or manufacture at the property methamphetamine (P).

If damage to the property occurs as a result of the Tenant’s breach of this clause, the Tenant will be responsible for all costs required to return the property to the condition the property was in at commencement of the lease and to the satisfaction of the Landlord. The Tenant expressly acknowledges that the Landlord has not insured the property against damage caused by methamphetamine contamination and the Tenant will meet the cost of making good any such damage.”

**It is the congregation’s responsibility to ensure any conditions attached to leases are fulfilled. The Parish Council must give the required notice to renew a lease that has a “right of renewal” clause.**

## Smoke Alarm and Insulation Requirements for Tenanted Residential Properties

If a parish is renting out a residential property e.g. a former parsonage, it must comply with the legislation requiring the installation of smoke alarms and insulation.

- Smoke alarms must be installed in all tenanted residential properties. It is the landlord’s responsibility to ensure that smoke alarms are in good working order and meet the Residential Tenancies Act requirements. Tenants are required to replace expired batteries and to advise the landlord of any problems with the alarms.

Smoke alarms must be installed:

- within three metres of each bedroom door, or in every room where a person sleeps
- in each level or story of a multi-story or multi-level home
- in all rental homes, boarding houses, rental caravans, and self-contained sleep-outs.

All new smoke alarms must:

- be photoelectric
- have a battery life of at least eight years, or be hard-wired
- installed according to the manufacturer’s instructions
- meet international standards.

Further information is available at <https://www.tenancy.govt.nz/maintenance-and-inspections/smoke-alarms/>

Insulation Statements are now compulsory with all new tenancy agreements. Insulation will be compulsory in all rental homes from 1 July 2019. Ceiling and underfloor insulation will be compulsory in all rental homes from 1 July 2019. A landlord who fails to comply with the regulations will be committing an unlawful act and may be liable for a penalty of up to \$4,000.

- From 1 July 2019, ceiling and underfloor insulation will be compulsory in all rental homes where it is reasonably practicable to install. It must comply with the regulations and be safely installed.
- Landlords may be eligible for help from their local council. A number of councils allow homeowners to add the cost of insulation to their rates and pay it back over about nine years.

Further information is available at <https://www.tenancy.govt.nz/maintenance-and-inspections/insulation/>

## Insurance of leased property

- Leasing part of your property may affect your insurance cover.
- It may be prudent to also require the lessee to carry their own insurance e.g. public liability.
- Ask the Insurance and Property Manager for advice.

## Lease Agreements

The Connexional Office will hold an original Deed of Lease electronically signed by all parties and the parish will hold a copy for its records.

It is the responsibility of the parish to abide by the conditions of the lease, to manage rent reviews and to know when lease renewals and lease expiries are due.

## Section 11

# SUBDIVIDING LAND

---

As with all property proposals, ask yourselves how subdividing the property will contribute to the life and growth of the congregation and advance God's mission.

There are a number of reasons a parish may wish to subdivide its land, such as:

- the land is larger than the parish requires and it wishes to sell the area that is surplus to its requirements
- to register a church and parsonage property on individual titles, perhaps to enable the separate sale of one or the other.

Talk to your Synod about your general plans and time frames. It will help to make early contact to alert them that decisions are underway. Challenging or unusual proposals may take extra time.

### **In order to subdivide a property, you must obtain approval from:**

- Synod
- MCPC

You will need to complete a MCPC application form – Appendix 1, at the back of this handbook.

### **You must have a registered valuation**

You will need to obtain a valuation from a registered valuer based on the value of the proposed subdivision being issued with its own title. Valuations must be no more than 90 days old at the time of application.

### **Cost of subdividing**

There are significant costs involved with subdividing land, such as:

- a survey plan
- local authority consent fees
- valuation fees
- possible ground works, water supply etc
- creation of easements
- land transfer and legal fees.

You need to consider how these costs will be funded and make this clear in your application.

The final stage of a subdivision of land is its registration with Land Information New Zealand (LINZ) and the issue of a separate title. Your parish solicitor will prepare the necessary transfer documents which are then executed by MCPC as the legal owners of the land.

### **Legal review of documents**

All documents must be signed by members of the BOA and must first be approved by the parish solicitor and approved as being in order for signing. This includes any easements that may be associated with the subdivision and the Land Transfer Authority and Instruction (A&I) form. The cost of this review is an expense associated with the subdivision process and will be on-charged for payment by the parish.

## Section 12

# INTERNAL TRANSFERS OF PROPERTY

---

The Methodist Connexional Property Committee has become aware of several transactions whereby Church property owned by the Methodist Church of New Zealand has been “transferred” to another part or group within the Methodist Church of New Zealand and where a cash consideration has passed between the two parts of the Church.

It is noted that, as all property is held for the ultimate benefit of the Church and under the final authority of the Conference, the appropriateness of a cash payment between the two parts of the Church could raise questions.

The Committee is also aware of other instances where Church property has been shared between a number of congregations, and as some of these congregations have grown and some diminished, the effective oversight and management of Church property has evolved and changed.

The Committee believes that it is important for these changes of stewardship of Church property to be understood within the Church and the ramifications of such transactions fully appreciated.

As stated earlier, the Committee starts from and affirms the statement in the Law Book, section 9.1.1, which states: “all property of the Church is held for the ultimate benefit of the Church and is under the final authority of Conference”.

Where the stewardship of Church plant and property evolves from one Methodist Church congregation to another over time and through the natural growth of one congregation and the attrition of the other, the Committee understands that such changes are recorded under the appropriate Conference questions, as advised by Synods.

Principally, such transfers are therefore the transfer of the “rights, privileges and responsible stewardship”, rather than the transfer of “ownership”. Only in exceptional circumstances should a parish, congregation or group consider it necessary to transfer stewardship of a property to another in return for cash consideration. In such circumstances, the outgoing congregation and the incoming congregation must obtain Synod Property Advisory Committee approval of the transaction and Conference approval through the Methodist Connexional Property Committee.

The Committee’s concern is that the settlement of the transfer of stewardship between Methodist Church groups should be discussed in the context of an agreed sum between the two parties for the transfer of the rights, privileges and responsible stewardship of the property rather than necessarily a valuation-based negotiation such as would be the case with an outside party when selling a property.

It is the Committee’s expectation that such a cash transaction would occur where the “outgoing” congregation is to continue in existence and the proceeds of the transfer are required by that group to fund other property purchases or developments of the congregation, or shall be used with appropriate Church authority to further the strategic mission objectives of the congregation or parish. Pending any approved use, the agreed sum for the transfer of stewardship is to be lodged with the Church Building and Loan Fund in the same fashion as a conventional sale to a third party.

The Committee believes that the amount of the agreed sum for the transfer should be determined to reflect the reasonable requirements for capital of the “outgoing” group and the available funding and benefits of use of the property to be derived by the “incoming” group.

When these transfers involve parishes in two Synods, both Synods are to be involved in facilitating the discussions and negotiations. Equally, both Synods are to lead the planning for the appropriate recognition of the new stewardship of the property.

The final settlement agreed needs to be carefully and fully recorded, and referred through appropriate Church courts for final approval. The physical transfer of stewardship should be undertaken at a service led by both groups and which recognises the significance of the transaction to both parties.

## Section 13

# BORROWING BY PARISHES

---

The BOA on behalf of CB&L administers funds which are loaned to parishes and other organisations within the Methodist Church of New Zealand and to Union and Co-operating Parishes. The terms under which loans are made have been reviewed and revised.

### Church Building and Loan Fund Building Loan

#### Purpose:

To assist parishes and other Church organisations to finance building projects.

#### Principal:

Loans of up to \$100,000. In exceptional cases applications over this amount will be considered by the Methodist Connexional Property Committee.

#### Term:

Up to 10 years. In exceptional cases applications over this term will be considered by the Methodist Connexional Property Committee.

#### Interest:

Rates are set at 90% of current trading banks' floating home mortgage rates, and are reviewed whenever there are any movements in such rates.

#### Special condition:

In order to assist the parish (or other borrowers) to manage its finances during the first two years of its programme, the Board will grant a rebate of the interest element in the loan for that 24-month period. The monthly instalments during this period will generally be about two-thirds of the normal instalments, with interest at 2.5% plus principal.

#### Repayment:

The Borrower will be required to make monthly repayments of equal amounts during the term of the loan, subject to a change in the rate of interest. Those repayments will be of both the principal and interest.

### Board of Administration Special Account

#### Special Loans

Occasionally parishes may find they need funds for up to six months, while property transactions are being completed. Bridging finance can usually be provided by the Board of Administration Special Account at terms subject to negotiation. Principal is usually repaid at the conclusion of arrangement, although part repayments are possible.

#### General

##### Applications:

The application for a CB&L loan is included in the "Application Form", Appendix 1 at the back of this handbook, and is also available on the MCNZ website.

##### Assistance:

Advice on planning and financing of building projects is readily available from the Insurance and Property Manager, on behalf of MCPC.

##### Remittances and charges:

The banking system provides a service which enables regular and recurring amounts to be transferred from the Borrower's bank account to the Church's Fund account, with Direct Debiting facilities being available.

## Section 14

# FUNDS FOR THE CHURCH

---

For the development of new ministries or new buildings, funds are available from a number of sources within the Methodist Church of New Zealand.

### Connexional:

#### A. Development Funds

There are two Development Funds:

- (a) Development Fund Ministries and
- (b) Development Fund Properties.

#### B. Loans

Loans from Church Building and Loan Fund.

### Synods:

Some Synods also administer Local and Regional Development Funds, some of which comes from a share of proceeds from sales of redundant properties, which is available for new and innovative ministry.

### Parishes:

The Church Building and Loan Fund holds in trust proceeds of Property Realisation to be available for “Approved Capital Projects within the Parish”, a requirement which is interpreted as broadly as possible while protecting the resources.

### Church Building and Loan Capital:

The Capital is made up of the original deposit and the accumulated interest (20%) which is required to be added to the Capital each year.

Capital Funds may be spent on authorised Capital projects. This includes new buildings, purchases, renovations and maintenance. All such work must be approved by the parish and include an asbestos management plan which is notified to the Methodist Connexional Property Committee, [healthandsafety@methodist.org.nz](mailto:healthandsafety@methodist.org.nz). If the total cost exceeds \$25,000 or requires resource or building consent, then Synod Property Advisory Committee and Methodist Connexional Property Committee approval is also required. The Synod Property Convenor should be advised of any Capital projects at an early stage in planning.

### Use of Interest:

In recent years it has been possible for parishes to use up to 80% of the interest earned on deposits from the sale of property held in the Church Building and Loan Fund for Ministry and Mission.

The use of this interest is carefully monitored to ensure that those funds are used strategically. Spending the interest reduces the ability of the funds to keep up with inflation, but can also release energy for and facilitate effective mission.

The following process is required:

1. A parish seeking to use 80% of interest must seek annual approval from Synod. The approval will be considered on the basis of the parish strategic plan.
2. The Synod will seek final consent from the Methodist Connexional Property Committee.
3. This could, hopefully, happen in April each year, which would fit in with preparations of parish budgets.
4. On a five-yearly basis, Synod will examine the use of Church Building and Loan funds by any parish in its region. Any funds not being used strategically may be transferred to the Synod to help meet the wider strategy of Synod and Connexion (see Conference decisions 2008 – Law Book Section 9.3.4.1 and 9.3.4.2).

## The Development Funds – Ministries and Properties

### Development Fund - Ministries

Conference has recognised that property no longer required for its current use when sold may, through using part of its proceeds, make a new investment in people and meeting current needs.

Section 9.3.4.2 of the Law Book provides:

When property is sold that is no longer required for its current purpose, and it is not to be replaced:

- a. A portion of the proceeds of sale shall be contributed to the Development Fund - Ministries.  
That portion shall be 15% unless otherwise agreed between MCPC, the Synod and the parish.
- b. After five years from the date of sale, if the parish has not ensured the use of the remainder of the funds in furtherance of the mission of the Church as set out in the regional property strategy, the funds are to be released to the Synod for its use in the regional property strategy.

### Development Fund – Properties

A Capital Fund was established by 1989 Conference through a grant of \$250,000 from the Accumulated Funds of the Church Building and Loan Fund, together with the Capital of the old “Sites Fund”. 80% of the income from this Development Fund - Properties is available for disbursement. In addition, a further 50% of the annual excess of income over expenditure of the Church Building and Loan is available to the Development Funds - Properties, of which at least 20% is added to the capital.

## Applications for Funding

### Development Fund - Ministries

- The national funding disbursement is the responsibility of Mission Resourcing whose mandate is “to use its resources for Mission in New Zealand in outreach, evangelism, Church extension, and the provision of new ministries as may be required”.
- Requests for assistance are to be made to Mission Resourcing. [admin@missionresourcing.org.nz](mailto:admin@missionresourcing.org.nz)

### Development Fund – Properties

- Requests for assistance are to be made to Methodist Connexional Property Committee.

### Criteria for Obtaining Assistance from both funds

The Mission Statement, as set out below, forms the basis of the criteria which is applied to all applications for funds:

1. The Mission Statement adopted by Conference 1989:  
“Our Church’s mission in Aotearoa/New Zealand is to reflect and proclaim the transforming love of God as revealed in Jesus Christ and declared in the Scriptures. We are empowered by the Holy Spirit to serve God in the world. The Treaty of Waitangi is the covenant establishing our nation on the basis of a power-sharing partnership and will guide how we undertake mission.”
2. The criteria as established in the Mission Statement speaks of Christian community as being:  
“...a worshipping, praying and growing community, sharing and developing our faith, and working through its implications in our social context” and “...flexible, creative, and open to God’s Spirit in a changing world and Church, so that the Church is relevant to people’s needs. To release energy for mission rather than to absorb energy for maintenance.”
3. The particular mandate of Mission Resourcing states:  
“Mission Resourcing will be responsible for assisting the Church to use its resources for mission in New Zealand in outreach, evangelism, Church extension and the provision of new ministries as may be required.”

### Thus, Mission Resourcing and Methodist Connexional Property Committee will:

- evaluate each request in terms of the Church’s Mission Statement
- evaluate each request in terms of current and future health and safety
- consider what resources are available locally and in the Synod
- ensure each request is accompanied by a current asbestos management plan
- check that the proposal fits in with the strategy for development held by the Synod

- bear in mind the responsibility to meet requests from the whole country and all sections of the Church in terms of the resources available
- be flexible, be creative, and promote the mission and ministry of the Church rather than Church maintenance.

### Procedures to Follow

1. The Parish Meeting (or other responsible body) will need to evaluate its proposals in light of:
  - (a) The Church's Mission Statement
  - (b) The Criteria set out in the last section.
2. Consult with the Synod Property Advisory Committee and Synod to ensure that proposals are in keeping with Synod Policy and Strategy and to ascertain if local or Synod funds might be available.
3. Consult with Mission Resourcing (Ministries) or Methodist Connexional Property Committee (Property).
4. Make formal application to Mission Resourcing for Development Fund Ministries, or to the Methodist Connexional Property Committee for Development Fund properties.

### Properties Development Grant Fund

The Properties Development Grant Fund is designed to assist The Methodist Church of New Zealand with property developments.

#### For Co-operating Ventures:

This is a 'capital' grant which must be noted on the property schedule and will mean the property ratio will need to be adjusted. A Co-operating Venture without an established property schedule or property ratio is not eligible for a grant. Grants are only available for properties held on Methodist title.

On behalf of The Methodist Church of New Zealand, the Board of Administration is responsible for administering this fund. Grants from the fund are disbursed on the recommendation of the Methodist Connexional Property Committee in consultation with Mission Resourcing.

#### Notes:

- Include a copy of the minutes from the parish and/or Synod meeting which approved the application.
- The maximum grant available is normally limited to \$50,000.
- Subsequent grants are subject to a satisfactory review, achievement of set goals and other funding continuing.

### Properties Development Grant Fund Criteria

**The Methodist Connexional Property Committee has agreed on the following criteria for the Properties Development Grant Fund:**

- grants of up to \$50,000 for repairs, essential reports, maintenance, upgrades and new work
- this fund is available for Methodist parishes and Co-operating Ventures with a Methodist partner
- the fund excludes insurance payments, rates and operating expenses
- the priority is for projects that can demonstrate significant benefit to the mission of the congregation
- applications are assessed on several criteria, including the parish finances
- normally not more than one application every two years.

### Application Process

1. The parish is to provide a quote in writing for the work required and supporting information to the Synod Property Committee for approval.
2. Once approved, the application form (Appendix 1) and the supporting documentation, including the supporting letter from the Synod Property Committee, is to be sent to the Connexional Property Committee for consideration.



## Section 15

# USE OF CAPITAL FUNDS

---

### Why are there restrictions on the use of money raised by selling property?

Your parish property is in the nature of a trust which you have received from past members of your congregation.

When a property is sold, the proceeds are deposited to your parish's Methodist Church of New Zealand CB&L Fund account and held in trust for property-related projects. These funds are referred to as Capital or Property funds, and can only be used for small projects under \$25,000 in value. Projects over \$25,000 in value or requiring a resource or building consent will require the approval of Synod and MCPC.

Interest earned on property funds is credited quarterly. The parish may draw up to 80% of interest with Synod's and MCPC approval. The interest may be used to assist with the running costs of the parish – the capital may not be used for this purpose.

### What can't capital funds be used for?

Capital funds cannot be used for the congregation's running costs, such as:

- minister's stipend or staff salaries
- administration costs
- power, phone, rates, insurances etc
- worship materials e.g. hymn books
- vehicles
- office equipment, appliances
- routine maintenance.

### Capital funds can generally be used for:

- buying or building property
- buying land
- major renovations and alterations (including earthquake strengthening)
- repaying mortgages.

### What else might capital funds be used for?

With special approval, a parish may be allowed to use property money for major maintenance items, or for adding to the value of existing property, providing certain conditions are met. Such approval is at MCPC discretion. The main criteria are:

- How necessary is the expenditure?
- Why is the parish unable to do this from current income?
- How will this expenditure benefit the mission of the congregation?

### These types of expenditure might be approved:

- major maintenance of buildings
- asbestos testing
- painting existing buildings
- major refurbishments of the interior, including carpeting
- purchase or repair of the principal musical instrument used in services
- costs associated with fulfilling legal requirements e.g. building warrant of fitness.

### Any use of capital funds over \$25,000 in value or requiring a resource or building consent requires the approval of:

- Synod
- MCPC

MCPC's approval must be obtained before there is a commitment to any spending.

## Section 16

# LOTTERIES COMMISSION & COMMUNITY TRUST GRANT APPLICATIONS

---

The following conditions apply to all applications for grants from the Lotteries Commission and grants from any Community Trusts that are funded from gaming.

Applications to apply for Lotteries Commission grants or grants from any community trust funded from gaming must be approved by:

- Synod
- MCPC

The Lottery Grants Board has a number of schemes that vary between regions and change over time. Enquire at [www.communitymatters.govt.nz/funding-and-grants](http://www.communitymatters.govt.nz/funding-and-grants) to check if your proposal will fit their current criteria and whether a scheme exists under which your proposal might get a grant.

### Lottery Grants Board Process

When all the required Church approvals have been obtained, your application to the Lottery Grants Board must be completed online and be made in the name of The Board of Administration of the Methodist Church of New Zealand (or property titleholder) on behalf of your parish or congregation.

The process can be complex and time-consuming. You need to allow sufficient time to ensure the application is submitted online prior to the funding round closing date.

It is up to the parish to lodge the online application and to request MCPC to input its authorisation and subsequent acceptance if the grant application is successful.

**MCPC have absolute discretion in this area and are likely to decline any applications they judge to be marginal.**

## Section 17

# DEALING WITH PROPERTY WHEN A PARISH IS DISSOLVED

### The process of dissolving a parish is the responsibility of Synod

The process may be initiated by the congregation concerned or by the Synod. The oversight of this process lies totally with the Synod. MCPC are only involved in relation to the Synod's disposal (or retention) of the property of a dissolved parish under section 39 of the Methodist Church of New Zealand Property Act 1885 (1885 Act).

### What happens to the property of dissolved congregations?

There is a need for clarity around the notion of dissolution of a parish. Following dissolution, a parish may simply cease to exist (be 'closed-down') or it may be amalgamated with one or more dissolved congregations to form a new parish, or it may be incorporated into an existing, usually larger, parish.

- When a parish is dissolved the Synod may, in some cases, decide to retain the property for its own use rather than dispose of it.
- If the parish has been closed down and no longer exists in any sense, then the Synod can dispose of the property and direct that the proceeds be used for mission purposes within the Synod area, e.g. for the planting of a new congregation or the development of a new mission field.
- If the dissolved parish is amalgamated with another dissolved parish to form a new parish, then the Synod must direct to what extent the property is to be held for the benefit of the new amalgamated congregation. The new amalgamated congregation would then make any further decisions on the property coming under its beneficial control in the same manner as other parishes.
- If the dissolved parish is incorporated into an existing parish, then the Synod must direct to what extent the property of the dissolved parish is held for the benefit of the enlarged existing parish. The new enlarged parish would then make any further decisions on the property coming under its beneficial control in the same manner as other parishes.

### Legal issues that sometimes arise around property

#### "Mine" versus "Thine" – whose assets are they?

The Church's assets, including its buildings, belong to the whole of the Methodist Church of New Zealand and are part of our mission. They do not belong to the people in the parish, either past, present or future. They 'belong' to the mission of the Church as discerned by the Church. That is why Synods and MCPC are involved in all major property decisions.

**When a parish is dissolved, the last members don't have the right to say what happens next.**

The fact that the property is for the benefit of the whole Methodist Church of New Zealand also means that the current people in the congregation do not have any greater rights over the congregation's assets on its dissolution than the rest of the Church.

In particular, the current members cannot decide to gift the property to a cause that they support, nor can they make their acquiescence to dissolution conditional on any particular decision. This includes money and other assets as well as buildings and land.

### Past gifts do not give rights to decide now

Even if someone has given a generous gift, it does not limit the ability of the Church to change its discernment of how it should be used in the mission of the Church, unless those limitations were accepted at the time of the gift and in writing (e.g. in the terms of a will, or an agreement signed at the time).

The two most common arguments raised around property are some variants of:

- "My great-great grandfather gave this building, so you now have to do what I say."

This is not true unless there are conditions in writing from the gift giver. Once a gift is given, it is given, and there

is no way it binds the recipient to do anything in the future. The congregation's lawyer and MCPC have the record of dealings with the property and so, between them, they can help sort out whether there were any conditions associated with past gifts.

- "The community gave money and/or met occasionally and/or loves this building, so you must do what the community says and/or give it to the community."

Even if the community did give money, it gave it knowing that it was going to the Methodist Church of New Zealand. Our buildings may, at our discretion, be used by the community, but the Methodist Church of New Zealand's mission is not about providing community assets.

Sometimes people threaten to take the Church to court using one or other of these arguments. While clearly it pays to check they do not have a legitimate case, Church decisions should not be driven by fear of court action.

Similarly, in many cases those who feel they are "losing" will go to the press. The Connexional Office can provide the Synod with professional help in managing this, and we suggest you discuss what is happening with them early in the process and certainly well before you need them. Church decisions should not be driven by fear of publicity.

## Union and Co-operating partners may have legal rights

When a Union or Co-operating parish is considering closure, the other partner Churches must be consulted through the Joint Regional Forum. If the parish is closed, a proportion of the parish's assets will go to the partner Churches involved. These proportions were agreed when the parish was first united, and are adjusted any time there is a change in the property of the parish. For this reason, ensure that the schedule of assets, which accompanied the original agreement, is up to date. The process in the Guide to Procurers must be used when a Union or Co-operating parish is considering closure.

## Synod Responsibilities and MCPC's Requirements

When a congregation is dissolved the responsibility for decisions as to the disposal of the property of the dissolved congregation lies with the Synod, as previously stated. The Synod needs to inform MCPC of the decisions it makes about the property. Until the Synod does dispose of the property, it is responsible for all the issues arising out of owning a property such as health and safety matters and maintenance. If the Synod does not have the capacity to deal with these things, then it might be better for a neighbouring congregation to be charged with temporary oversight on behalf of the Synod.

## Options around Dissolving a Parish

There is a range of options that a parish should consider if it is going to recommend that the parish be dissolved.

Below we provide the key options and relevant considerations:

- 
- 1: The parish is dissolved and incorporated into a larger Methodist Church of New Zealand parish:
    - Consider if this is a wise use of the resources of the Church.
    - Explain how this will advance the mission of the Church (see also 4. below).
  - 2: The parish is dissolved and becomes part of a new amalgamated Methodist Church of New Zealand parish:
    - Consider if this is a wise use of the resources of the Church.
    - Is the driving force 'mere survival' or is it a 'merger for mission'?
  - 3: The parish amalgamates with that of another partner Church:
    - Consider if this is a wise use of the resources of the Church compared to other new mission opportunities.
    - Is the driving force 'mere survival' or is it a 'merger for mission'?
  - 4: The parish is dissolved but a new mission outreach established in the same place:
    - This option would be worth considering if the parish believed the current parish was not reaching out into the community around it but a new congregation or new approach may.
    - Consider how the new congregation would be formed, and when the existing congregation and its leadership is not the primary driver of the new mission.
  - 5: The parish is dissolved:
    - Consider when and how this would happen including practical guidance on the steps to be taken.
    - Consider in particular what will happen to the property and who will oversee this process.
    - Keep in mind the need for MCPC approval if the Synod wants to retain the property for its own use.
-

## Section 18

# PARSONAGES PREPARING FOR A NEW MINISTRY

---

### Introduction

Parsonages are primarily a residence provided by a parish for the private use of a Presbyterian and his/her family, during the duration of the ministry within a parish. It needs to satisfy the requirements that any of us might have in a modern home.

There are generally accepted guidelines that should be followed when considering the provision of a parsonage dwelling and its furnishings. However, specific situations may result in variances from the standard being appropriate, e.g. a single person in a four bedroom plus study house could be considered unsuitable.

National statistics indicate that the average New Zealand household changes residence every five and a half years, therefore, with the current trend for ministries being around seven years, it is not unreasonable to consider the possibility of buying and selling or renting for individual situations.

### What are the Matters to be Considered When Buying or Building a Parsonage?

The parsonage will have to be home for various families and individuals; it is best that it be of a straight-forward, good design. The house should serve as a supportive background to the lives of those within.

### Location\Neighbourhood

Within the community and the parish, proximity to schools, shops, etc. Consideration needs to be given to the future re-marketable potential in the event of the parish subsequently wishing to dispose of the house.

### Orientation

To the sun, view, garden, etc.

### Presentation to the Street

Does it fit the neighbourhood scene?

### Public and Private Aspects

Are there private sitting-out areas?

Are there any security implications - e.g. lighting, safety for children?

Are there smoke alarms fitted?

### Access

The expectation that the parsonage should be a focus of parish life is now not so prevalent. It is important to respect the private life of the parsonage family. To this end, the entry area to the study should be separate from the living area of the house, obvious and easy to find.

### Adequacy, Size, Number, and Inter-Relationship of Rooms

Are the living areas capable of supporting up to two groups simultaneously (family and meeting or counselling if appropriate)?

Can guests be accommodated (3-4 bedrooms)?

Are storage facilities and built-in wardrobes suitable?

Is there a degree of separation of washing facilities - i.e. separate W.C., shower, bathroom?

Are the kitchen/living areas sunny and pleasant?

What form and size of study is required? (This may be affected by the proximity of the church office. However, it must not be assumed that every Presbyterian will be happy with the same working arrangements. Flexibility is desirable.)

Is there appropriate garaging (preferably double)?

## **Adequacy of Property for the Disabled**

Concern has been expressed about the suitability of certain types of houses as parsonages. It is preferable for the parsonage to be single storey, but if this is not possible, at least one double bedroom with adequate bathroom and toilet facilities should be on the ground floor, together with the living areas.

If there was a change of ministry in your parish, would the parsonage be able to meet the needs of a disabled person?

- a. within the house – bedrooms?  
– living rooms?
- b. access to the section and community facilities?
  - Ease of Maintenance – Applies to both house and section.
  - Age of the Building – Is there evidence of asbestos and have any tests been carried out?  
An asbestos plan is to accompany all applications.
  - Town Planning Requirements that relate to the purchase or building of the house.
  - Flooding, Drainage and Elevation.
  - Access to House and Garaging.
  - Soundness of Construction.

## **Land Claims**

This should be considered when the Land Story is being prepared as part of the process undertaken when an application for permission to purchase is being prepared for submission to Synod Property Advisory Committee and Methodist Connexional Property Committee.

## **Insurance**

The parish is responsible for insuring the parsonage building, and the contents which are provided by the parish, e.g. floor coverings, drapes, curtains, light fittings, etc.

## **When a Parish is Considering Building a Parsonage, What steps should be taken?**

Prior to considering the site, or appointment of an architect etc. it is essential that the parish consider its total strategy for the future needs of the parish. This should preferably be undertaken in association with the Synod Property Advisory Committee. Subject to obtaining the prior consent of the Synod, the plans can be prepared by a member of the Master Builders' Association, however the Methodist Connexional Property Committee strongly encourages the use of an architect. The architect/designer will ensure compliance with the Building Act 1993 and can oversee the building project.

## What is the Position Regarding Parsonage Furnishings?

Within the Methodist Church, the Presbyter/Deacon is responsible for providing most of the furnishings of the parsonage. The following furnishings remain the responsibility of the parish, circuit or division to provide in the parsonage:

- All rooms should have floor coverings of a neutral tone and design, drapes and curtains, and suitable light fittings. Kitchens, laundries, bathrooms and toilets should have suitable, serviceable flooring in sound and sanitary condition.
- The lounge, dining room and study should all have an efficient source of heating.
- The kitchen should be well planned, with plenty of bench space, cupboards and power outlets. It should have a reliable and efficient stove. A dishwasher is becoming a standard fitting.
- An efficient hot water supply.
- The laundry must contain appropriate taps and waste for an automatic washing machine, together with at least one tub and adequate cupboards.
- At least two telephones should be installed and be interchangeable between jack points in the main bedroom, study living area. Appropriate connections for computers and the internet are required.
- The study should be equipped with a large desk with drawers and a comfortable office chair. At least 40 metres of book shelving (preferably with variable spacing or shelves) and at least 3 cubic metres of shelved cupboards should be provided. A metal filing cabinet (while not essential) is advisable as it provides continuous filing of ongoing records irrespective of changes in ministry. At least two comfortable chairs should be provided for visitors' use.
- Appropriate jack points/plugs are required to enable the safe connection of computers, printers etc.
- The Presbyter is responsible for arranging insurance cover for their own possessions in the same way as any other member of the community.

## Presbyter's Rights and Responsibilities?

Rights	Responsibilities
To treat the place as their own home.	To promptly advise the Parish Property Committee of any maintenance requirements, as the need arises.
To be free to have whom they wish enter the property.	To care for the property by keeping it in a good and tenable condition and to accept responsibility for any repairs resulting from damage caused by self or the family.
To have privacy within the property for them, their family and guests.	To encourage/permit representatives of the Parish Property Committee to inspect the property periodically to ensure that maintenance needs are being actioned.
To expect repairs and maintenance to be attended to promptly.	To permit the District Property Advisory Committee to review at least every three years the adequacy of all accommodation provided. (Law Book 2.24.6)
Where a Minister dies the spouse/partner shall be entitled to continue rent free occupancy of the house for three months after the death of the Minister. Any other arrangements applying prior to the death shall continue during the three-month period. (Law Book 2.24.3)	

## Parish's Rights and Responsibilities?

Rights	Responsibilities
To have the house and grounds treated with respect and cared for in a responsible manner.	To provide a residence of good standard that meets the requirements as determined by Conference.
To have access to the property, after giving reasonable notice, to determine any maintenance needs.	To maintain the property, with regular attention to painting, paperhanging and provided furnishings.
To be informed promptly of maintenance requirements.	To insure the building and provided contents.
To regularly (annually) inspect the property to determine required maintenance and upgrading.	To regularly (annually) inspect the property to determine required maintenance and upgrading.
To have support from the Synod Property Advisory Committee when dealing with property matters relating to the parsonage.	To consult with the Synod Property Advisory Committee when dealing with all appropriate property matters.
To have inspections from the Synod Property Advisory Committee members three yearly and prior to any change of Ministry within the parish, and advice regarding any maintenance etc. that needs attention.	To respect the privacy of the ministerial family.
	To have parsonage and grounds clean, inviting and well maintained for incoming Presbyters when a change of ministry is taking effect.
	To consult, where possible, with the new Presbyterian with regard to any major refurbishment etc.
	To seek the support of the Synod Property Advisory Committee and obtain the approval of the Methodist Connexional Property Committee before building, buying, selling, or making any structural alterations to the parsonage.

## District Property Advisory Committee Rights and Responsibilities

Rights	Responsibilities
To expect early consultation by parishes on any matters relating to sale, purchase or alteration of parsonages. To be available to assist and advise parishes on any matter relating to the sale, purchase or alteration of a parsonage.	To be available to assist and advise parishes on any matter relating to the sale, purchase or alteration of a parsonage.
To inspect the parsonage, after negotiations with the presbyter and the parish, at least three yearly and especially just prior to any change of ministry.	To ensure that the parsonage is of adequate standard to meet the needs of the Presbyterian and family.
To initiate annual reviews of the adequacy of all accommodation provided, whether occupied by a minister or not.	To initiate at least every three years reviews of the adequacy of all accommodation provided, whether occupied by a minister or not, and to initiate appropriate action as required. (Law Book 2.24.6)
To be advised of action taken as a result of recommendations made to parishes.	



## General

### When a Change of Ministry Takes Place, From What Date Should the Change of Occupancy of the Parsonage Take Effect?

A new ministry becomes effective from 1 February. It is generally recognised that while the date when possession of the parsonage is given is subject to negotiation between the parish and the Presbyters concerned, it should be available during the third week of January. The last Sunday in January should usually be treated as the Sunday which is free to enable the family to settle into their new environment. The Induction should usually be held during the first week of February, with ministerial responsibilities being effective from the first or second Sunday in February, as appropriate.

### Can the Parish Rent Accommodation for the Presbyter?

A parish may choose to rent accommodation for the Presbyter and their family. The parish would be responsible for the payment of rent. It is the normal custom for the parish to own the parsonage.

### Are Presbyters Obligated to Live In Parish-Provided Accommodation?

Subject to the satisfaction of certain provisions, they may live in other accommodation.

The Presbyter should apply to the Synod Superintendent for permission to live in other accommodation. The Synod Superintendent must be satisfied that availability for stationing and ministerial effectiveness will not be diminished by the Minister residing in other accommodation (Law Book 2:24.4.1). "Where permission is granted, and the Minister is living in accommodation at the Minister's expense a housing allowance as from time to time determined by Conference shall be paid to such Minister" (Law Book 2:22.4.2).

If a Presbyter decides to purchase his/her own home and the parsonage is sold, the proceeds of the sale must be deposited in the Methodist Trust Association or the Church Building and Loan Fund and retained for later replacement of ministerial housing.

If the parsonage is let, the rental received by the parish may be used to help meet the housing allowance that is payable to the Presbyter, as outlined below.

### What are the Financial Implications to the Parish of a Presbyter Living in Their Own Home?

In accord with the decision of Conference, Presbyters living in their own home are entitled to a housing allowance, equivalent to 1/6th of the Standard Stipend. This is represented by a taxable grant and the non-payment of rental, which is part of the normal stipend package, of those Presbyters living in a parsonage (Law Book 2.24.4.2).

In 2008, Conference adopted provisions which allow parishes and boards to rent the Presbyter's own home to meet the requirement to provide suitable accommodation for full-time presbyters.

### Service Tenancy Agreement

The Service Tenancy Agreement is a legal requirement of the Residential Tenancies Act and must be completed and signed by the Presbyter and the parish. A copy of the Agreement can be found in Appendix 2 at the back of this handbook.

## Section 19

# REMOVALS POLICY

---

### Introduction

The Connexional Office is responsible for the administration of a removal scheme which pays for the removal costs of Ministers and their families. This scheme is financed by a levy from all Methodist parishes, based on membership. A second scheme was established for Uniting Parishes (Combined Ventures (CVs) who may choose to join the Uniting Churches of Aotearoa New Zealand (UCANZ) Removal Scheme which is funded by a levy on each of the parishes who are members of the scheme. Further information relating to this may be obtained from UCANZ who administer the scheme.

This policy sets out the levels of support available to relocating Ministers and their families who are required to relocate in order to take up their new appointment.

### Please read this information carefully

If there are any matters for which you require clarification or additional information, please contact the Connexional Office. We prefer that all details are finalised and understood before your move takes place rather than have uncertainty and confusion during or after the move.

### Timing Arrangements

#### Methodist Parishes

- The Conference regulations are: That financial responsibility for Conference appointments transfers on 31 January and duties will be taken up between the first and second Sundays in February (Conference Minutes 1978 p.563, Res 2). The Laws and Regulations of the Methodist Church indicate appointments take effect on the 1st day of February (Sec2:17.2).
- Removals normally take place during January as conveniently arranged between the parties (those moving from and moving to a particular location and the removal company).

#### Co-operative Ventures

- For appointments not being filled by a Methodist appointment, the arrangements are negotiated with the parish and the denomination making the appointment. If the parish is a member of the Co-operative Ventures Removal Scheme, then UCANZ will arrange the move. If not, arrangements will be between the parish and the Presbyter who is moving.

### Superannuating Ministers

Superannuating Minister's removal expenses to their initial retirement residence are paid for by the Removal Scheme.

### Relocation Management

The Methodist Church has appointed preferred suppliers to manage the relocation process on their behalf.

When a Methodist Church-assisted relocation is initiated, an advice will be sent to the removal company and all contact between Ministers, their accompanying family and service providers will be achieved through an Account Manager.

### Arrangements for Moves

Arrangements for moves are normally arranged between the Minister's Relocation Rep and the Minister.

### Annual Church Tender

The Connexional Office makes arrangements for the Church's Preferred Supplier of Relocations to provide quotations for all moves.

## Limits

There is a limit of 45 cubic metres for which the removal scheme will pay the cartage. This limit has been set from information gathered of past moves and data provided by reputable moving companies as to the current average household sizes. Should the family ship more than their entitlement, the additional cost will be met by the family.

It is acknowledged that for some families there may be exceptional circumstances that need consideration. The General Secretary may exercise discretion to enable the Removal Scheme to meet payment of a larger volume.

The Removal Scheme moves only household effects and furniture but not such things as timber, bricks, metal frames of outdoor play equipment, coal and firewood, boats and heavy hobby equipment. Please see exclusions.

## Packing

It is the responsibility of the family who is moving to pack all of their household items other than breakables. The removal company will only pack breakables.

One of the reasons for asking the family which is moving to pack everything except breakables is to ensure unwanted items are not shifted.

Breakables are: preserves, jams, glass bottles, crockery chinaware, crystal, glasses and ornaments. Removal companies are usually happy to also pack TVs, stereos, computers, and other electronic equipment, especially if the original packing materials are still available. However, it is expected that the owners will ensure stereo arms are fixed down and any special travel arrangements for computers etc. are attended to. Note the need to use the fixing device for some washing machines.

Cartons and packing materials will be provided by the moving company. Ensure cartons are ordered to allow time for packing. The moving company will provide 30 cartons and tape.

The removal company will only unpack those items that they have packed at origin. It is the responsibility of the family to unpack all other items.

## Personal Expenses

Personal expenses for Methodist moves are generally reimbursed after the move has been completed. In some circumstances, particularly where the cost of inter-island ferry fares must be paid, an advance payment can be made to cover the cost of fares and other direct expenses. In these circumstances, contact with the Connexional Office should be made as early as possible.

## Pets

The Church will reimburse 60% of expenses incurred in the transportation of family pets (maximum of two pets). Included is up to four nights' accommodation in boarding facilities.

## Postal Redirection Services

The Church will reimburse the cost of postal redirection services for up to four months. The redirection of your mail can be done online at:

<https://www.nzpost.co.nz/personal/receiving-mail/redirect-mail>

Or visit your local Post Shop to set up the redirection of your mail.

## Travel

Reimbursement will be made for the following travelling costs to your new home:

- travelling with dependent family by the most direct route (one car) at the current Connexional travel rate per kilometre
- reasonable meal costs en route
- for moves involving a shift between the North and South Islands, inter-island ferry fares for two cars or one car and trailer and your immediate family members
- for moves over long distances, usually inter-island, overnight accommodation at a medium cost motel or similar (staying with friends and family is welcomed and saves costs to the Church)
- claims for reimbursement of travel expenses should be forwarded to the Connexional Office within one month of the move.

## Special Household Items

If your family believes there are unique features in your move, you should contact the Connexional Office before you move.

## Transit Insurance

### Who arranges the insurance?

The Methodist Removal Scheme arranges for a special Transit Insurance. In no circumstances should you arrange insurance cover with a removal company.

Please advise the Connexional Office if you have any items in excess of \$10,000 in value.

For Co-operative Ventures, movers refer to UCANZ for information regarding insurance arrangements.

### What is covered?

Generally, loss and damage to the goods during the move and caused by the move: from the time goods are collected, during the normal course of transit, until they are delivered to the new location. Note that some electronic equipment, for example computers, may be faulted just from being moved.

### Exclusions – what is not covered by transit insurance?

- Damage caused by liquids, paints etc
- Loss of money, jewellery and small items of high intrinsic value, stamps, collectable items (such items are best handled and carried in the care of the family moving)
- Damage to pot plants
- Liability for depreciation in value following repair
- Loss or damage arising from atmospheric or climatic conditions
- Consequential loss of any kind
- Any loss, damage, or liability insured by any other Policy of Insurance.

### Conditions:

If it is established that the value of the goods is greater than the amount for which they have been insured, the insured may be required to be responsible for the difference between the insured value and the actual value and may be required to bear a proportion of the loss or damage to any such goods. The total liability shall not exceed the sum stated in the inventory form, and not more than for any effects than the amounts declared.

- Individual items that have a value of over \$2,000 must be listed separately; all other items may be included as a collective total value.
- In a pair or set of items, only the article damaged is repaired or replaced and not both items in a pair or all items of a full set.

- The option of settling any claim is by replacing or repairing the goods, subject to a maximum liability, or cash payment.
- Repair is to a condition which is reasonably practicable and comparable with the original.
- Notification of any claim should be submitted to the Connexional Office within seven days of the move being completed. If notification has not been made within 30 days of the completion of the move, the Insurer may decline acceptance of the claim.

#### How should values on the inventory form be decided?

Keeping in mind the exclusions and conditions set out previously, it is important that household and personal effects being moved should be indicated for the full current value:

- For those items less than five years old, actual replacement value.
- For items five years old and/or more, their current value (say, as second-hand).

Those items packed by the household moving (owner-packed goods) will normally be assessed by the removers as they are being loaded as to condition, such as marked/soiled/scratched/broken/torn. Any claims for damage will involve consideration of such removers' assessment.

#### Completing the inventory

A form is provided with a copy to be retained for your records. Tick in the appropriate column those items less than five years old.

#### Basis of settlement of a claim

The Fund may choose to settle up to the sum specified either by payment, replacement, or repair to a condition as is reasonably practical and comparable with the original, and will base the settlement on:

- a. replacement for those items indicated as less than five years old,
- b. replacement less allowance for wear, tear, and depreciation, and consideration of the remover's assessment (see above) on the other items on the Inventory Form.

The provision of Insurance is to make good as near as possible any damage which might occur during the move. Often a repair or replacement cannot restore the item to exactly the same condition as it was prior to the move. Every endeavour will be made to affect the best possible repair, however, some items will carry a scar for life.

#### Matters of Finance

The funding of relocations will be undertaken in the following manner:

Appointments to Methodist Parish:

- The Methodist Church Removal Fund.

Appointments to Co-operative Ventures:

- The Parish to which the person has been appointed.

**Unless** that parish is a member of the UCANZ Co-operative Ventures Removals Scheme (CVRS), in which case the costs are met from the Scheme.

Supply Appointments to Cooperating Ventures for which the Methodist Church has responsibility:

- The Methodist Church Removal Fund

**Note:** If you expect to have the expenses of your move paid for by either:

The Methodist Church Removal Expenses Fund,

then your move and its arrangements must have been approved by the Administration Division before you move:

**or**

The Co-operative Ventures Removal Scheme,

then your move and its arrangements must have been approved by UCANZ.

**No costs are paid or reimbursed for any non-approved moves.** The expenses of a removal are only met from either of the Removal Schemes when approval for the move has been given prior to the move being undertaken.

## Exclusions

Items or services not included for shipment at the Church's expense are:

- freight and cartage over 45 cubic metres
- the cost of storing your household goods
- timber, bricks, coal, firewood
- metal frames of outdoor play equipment
- travelling and other costs of a second car, trailer, caravan, or other similar vehicle, except the inter-island ferry cost for a second car or trailer
- alternative accommodation when the house you are moving to is not available for you to move into when you arrive
- valet unpacking
- home cleaning
- paints and other flammable materials are hazards and cannot be relocated
- other unusual and/or large items not otherwise specified
- insurance premium costs over the \$100,000 worth of cover
- the Church will not pay for section cleaning, rubbish collection, gardening or lawn mowing services.

## Miscellaneous

These guidelines are designed to ensure that Ministers and their families receive as much assistance as practicable to ensure a smooth transition to their new location. However, the Methodist Church does recognise that in some cases there will be circumstances outside the policy that require special consideration. These situations should be referred to the Connexional Office and will be considered on a case by case basis.

**Only in exceptional circumstances** will the Removal Scheme meet the costs of:

- freight and cartage over 45 cubic metres
- the costs of placing your furniture and personal effects into and out of storage
- insurance premium costs over the \$100,000.00 of cover
- travelling and other costs of a second car, trailer, caravan or other similar vehicle, except the ferry cost for a second car or a trailer
- alternative accommodation when the house you are moving to is not available for you to move into when you arrive.

## Section 20

# REMOVALS – GUIDE FOR MINISTERS

---

### Introduction

The following information is designed to help you prepare for your move, answer your questions, and assist in making this transition an organised and smooth endeavour with as few surprises as possible. The checklists contained in this guide will help to ensure that you don't overlook any of the many arrangements that you will need to make in the lead-up to your move.

Plan moving together with all the members of your family to try to make things as easy as possible.

### Preliminary arrangements

Preliminary arrangements for considering, planning and setting up removals for Methodist parishes are normally made during Conference. However, based on an early reading of Stationing, the contracted moving company may undertake the sighting of furniture and personal effects of those households who are moving to enable them to be accurate in their pricing.

For moves that take place at other times of the year, the Connexional Office ask that they are notified as early as possible in order to make arrangements for the move.

In all cases, we write to the families who are moving giving some details of the moving arrangements, including the name of the company contracted to undertake our relocations. The company representative will contact you to further explain the process and procedures for your upcoming move.

Refer to the Things To Do section to assist you with what you need to do before leaving.

### What needs to be done for the new Minister?

The incoming Minister should communicate with the parish officials giving details of arrangements for expected arrival.

The appropriate officials should ensure the parsonage is ready for the arrival of the new occupants. This could include:

- lawns mowed
- house aired and dusted
- hot water turned on
- some tangible signs of welcome e.g. flowers
- some basic essentials in the cupboards
- some sensitive consideration of early payment of the stipend.

It can be useful to leave in a prominent place details such as day of rubbish collection, etc.

### How is the move arranged?

The representative of the contracted relocation company will arrange, in liaison with yourself, for a consultant from their company to visit your home and measure the size of your belongings. Details of size and cost are forwarded to the Connexional Office where authorisation is given to proceed. The company will then make final arrangements directly with the family which is moving as to dates and time of pickup and delivery.

When the consultant visits your home, please clearly indicate everything that is expected to be relocated, and everything that is not. Be specific too, if possible, about timing.

Where the size of the contracted move is indicated as being over the maximum set by the removal scheme (45 cubic metres) the household will be advised of the extra cubic metres and its likely "pro rata" cost.

The Removal Scheme covers the cost of 45 cubic metres. If you wish to move more than this you will need to pay the additional cost.

## What is shifted?

A golden rule when relocating is to discard, sell or give away unwanted items. It is not reasonable to pack everything in the household, shift it, and then do a sort out and throw away.

The removal scheme has limits to what is allowed in relocation. Please refer to the Removals Policy for details.

## What is involved in packing?

As stated in the Removals Policy, it is the responsibility of the family moving to pack all of their household items other than breakables.

The relocation company will not carry paint, garden sprays or similar damaging items. The company will notify you of “dangerous goods” that are unable to be relocated.

**Books** are best packed in small cardboard boxes that can be lifted. Fastening should be by tape which avoids string damage to other goods by rubbing.

### Packing

Where possible everything should be packed into a carton as cartons are easier to stack in the shipping container. An adequate carton should retain its shape, be capable of being taped down (except for pot plants) and being lifted by one person, with contents placed as to ensure a minimum amount of possible movement. But be sure each carton can be handled and check that the bottoms are secure.

Mark cartons (on tape or label – so that the carton can be used again) to identify room/contents to assist in placement and unpacking.


Pack heavier items or bulky items at the bottom of the carton. Cushions can usefully be packed to provide protection for other items. Carpets, rugs, tapestries, posters, etc, are best rolled good side in and taped. Folding articles (ironing boards, picnic chairs) should be taped (and/or tied) so that they do not come undone during handling and transport.


The supply of cartons and packing materials is the responsibility of the family moving and can be arranged with the relocation company.




## Things to Do

To help prepare for the move, we offer the following checklists as a guide

Around Two Months Prior To Moving 	
Contact the parish you are moving to and determine when your home will be available for your family to move into.	
Set a moving date.	
Make bookings on the inter-island ferries if required.	
Arrange overnight accommodation if required.	
Have a thorough clean-out – don't forget the garden shed and garage.	
Begin to run down supplies of frozen and other perishable foods, household cleaners etc.	
Make a list of anything you will not be taking. If selling, advertise them for sale, consider arranging for a garage sale to dispose of those items that you will not be taking or putting into storage.	
Keep a list of incoming mail and notify change of address for any subscriptions.	
Advise friends and relatives of your move.	
Prepare your Insurance Inventory and store it with your valuables.	
Plan how and when to pack your belongings.	
Begin to collect sturdy cartons for packing everything except breakables.	
Advise your children's school/kindergarten of your impending move and decide, if not already arranged, on a new school/kindergarten.	
Make arrangements for packing cartons	

In The Last Month Before You Move 	
Collect the family's dental and medical records, discuss any ongoing medical or dental treatments with your practitioner/specialist to ensure continuity of care after you move.	
Collect letters of introduction and children's school records.	
Transfer any social welfare benefits.	
<b>Make notifications of Change of Address</b>	
<ul style="list-style-type: none"> <li>• Post Shop for mail re-direction. (The Removal Scheme will reimburse the cost of mail re-direction for up to four months. You can claim this on the personal expenses claim form.)</li> </ul>	
<ul style="list-style-type: none"> <li>• Drivers Licence and Motor Vehicle Registration for up to four months. (You can claim this on the personal expenses claim form.)</li> </ul>	
<ul style="list-style-type: none"> <li>• Inland Revenue.</li> </ul>	
<ul style="list-style-type: none"> <li>• Lawyers, doctors.</li> </ul>	
<ul style="list-style-type: none"> <li>• Insurance companies.</li> </ul>	
<ul style="list-style-type: none"> <li>• Banks, credit card companies, hire purchase/loan companies.</li> </ul>	
<ul style="list-style-type: none"> <li>• Accountant.</li> </ul>	
<ul style="list-style-type: none"> <li>• Stores where you have accounts or loyalty cards.</li> </ul>	
<ul style="list-style-type: none"> <li>• Magazine or other subscriptions/clubs.</li> </ul>	
Start packing and labelling boxes with contents and intended location in your new home.	
Complete Insurance Inventory form and return to the Connexional Office. This needs to be completed to ensure you have cover for the move.	


Within The Last Fortnight 	
Ask friends and relatives to help on moving day.	
If you need to, arrange for someone to look after your children on the move day. This may help to remove some of the emotional stress of moving for them.	
Transfer any social welfare benefits.	
Organise final accounts for: <ul style="list-style-type: none"> <li>• Electricity.</li> <li>• Water.</li> <li>• Gas.</li> </ul>	
Ensure that utilities are turned off one day after your household and personal effects are uplifted and make arrangements for the payment of your outstanding accounts.	
Ensure continuity of these services at your new address.	


**In The Last Week**

List essential items you will need on moving day.	
Collect any items outstanding, for example, lay-bys, dry cleaners, shoe repairs etc.	
Return library books.	
Return anything borrowed from neighbours, friends etc.	
Cancel mail/paper deliveries.	
Cancel local arrangements, for example lawn mowing.	
Arrange to have all LPG cylinders purged with nitrogen and obtain a 'Safe for Transportation' Certificate.	

**In the Last 2 Days**

Check with local manufacturers whether your washing machine and refrigerator motors need bolting down (i.e. stabiliser bar).	
Clean out medicine cabinet.	
Empty rubbish bins.	
Do final clear-out of garage.	
Get rid of inflammables (throw out or give to neighbours) drain fuel from lawnmower and other machinery.	
Check the contents of drawers and remove all spillable or breakable items. You may leave lightweight soft goods such as pillows, clothes and lingerie in the drawers. Heavy items such as sheets and linen will overload and weaken the drawers.	
Mirrors and pictures should be removed from walls in preparation for the packers' arrival.	
Wash and dry laundry.	
Prepare any items requiring dismantling which are to be moved, eg, trampolines, garden furniture etc.	
Make sure gas, electricity and water meters have been read.	
Defrost fridge and freezer and remove food, wash out interior.	
If you are having some items put into storage, separate those items from items being transported and items in your personal luggage so that gear is not accidentally mixed. Ensure the packers are informed of what is going where.	
If moving long distance, have your pet picked up.	

On The Day You Move 	
Be on hand when the packing crew arrives as you will need to be available to answer questions and sign the inventory on move day, if you have to leave, it is essential you appoint someone to act on your behalf and notify your Consultant of this authorisation.	
Have dishes washed and dried.	
Leave beds assembled with bedclothes removed.	
Before packing begins, accompany the head packer on a tour of the premises so she/he can inspect each article. Ensure the condition of all items is recorded.	
Check and sign the Inventory and keep a copy.	
Consider carrying with you the essential things you will need when you first arrive.	
Carry all valuables and important papers with you.	
Ensure the house is left clean and tidy.	
Tighten all taps.	
Check gas, electric switches and lights.	
Check water heating is turned off.	
Lock doors and windows.	
Make a final check of cupboards and closets, gas, lights, windows.	
House keys are surrendered.	

Carry With Me Checklist 	
Removals company representative contact details at destination and any documents pertaining to the transportation of your household goods.	
Any tickets required for travel to the new destination e.g. ferry.	
Medicines, medical records and prescriptions.	
Any personal records, vehicle ownership, insurance policies, and other important documentation.	
Valuables, jewellery, small items of extreme value.	
Children's school records.	
Basic toiletries, change of clothes etc.	



# Appendix 1

This form is available on the Methodist Church website: <http://www.methodist.org.nz>

## Application for MCPC Approval

WHAT DO YOU WANT TO DO?

### Approval to:

(Tick **all** that apply):

- ☐ Buy property
- ☐ Sell property
- ☐ Building alterations/construction
- ☐ (all projects over \$25,000 in value and/or
- ☐ requiring building or resource consent)
- ☐ Proceed to concept design
- ☐ Lodge resource consent
- ☐ Proceed to working drawings
- ☐ Lodge building consent
- ☐ Invite tenders
- ☐ Award construction contract
- ☐ Loan funding
- ☐ CB&L Fund – 80% interest drawdown
- ☐ Properties Development Grant
- ☐ Union parish (other denomination owns title)
- ☐ Dissolve parish or church
- ☐ Lease property (over 7 year term including right to renew)
- ☐ Subdivide land
- ☐ Register asbestos management plan
- ☐ Internal transfer of property
- ☐ Apply to for Lottery or Community Trust Grant
- ☐ Other

### IMPORTANT

**Please read the Bricks and Mortar Property Handbook 2019, prior to completing this form. Ensure your application is complete including all documentation required.**

**Refer to the checklist of the documents required for this application at the end of this application prior to submitting this form. Applications not supported by the correct documents and information will not be accepted by the Committee for approval.**

**If a property is sold that is no longer required to maintain Parish mission and it is not intended to replace the property, 15% of the sale price shall be contributed to Development Fund Ministries.**

**Applicant's Details:**

Name of parish: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact name: \_\_\_\_\_

Contact phone: ( 0 ) \_\_\_\_\_ mob (0 ) \_\_\_\_\_

Email: \_\_\_\_\_

Property (e.g. Church, Parsonage, Hall, Vacant Land, Commercial etc)

\_\_\_\_\_

Address of the property

\_\_\_\_\_

\_\_\_\_\_

Further information to support your application:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

• **Buying Property**

**Please do not sign the Sale and Purchase Agreement – send the document to the Insurance and Property Manager at the Connexional Office. All Sale and Purchase Agreements must be signed by a member of the Board of Administration**

Legal Description: \_\_\_\_\_

- Certificate of Title (copy attached)
- Land Story completed (copy attached and copy to Archives)
- Possible issues with the property e.g. Confiscated Land

\_\_\_\_\_

\_\_\_\_\_

- Seismic Assessment: ISA / NBS \_\_\_\_\_ % Date: \_\_\_\_\_  
DSA / NBS \_\_\_\_\_ % Date: \_\_\_\_\_

Market Valuation: \_\_\_\_\_ Date: \_\_\_\_\_ (copy attached)

Building Report: \_\_\_\_\_ Date: \_\_\_\_\_ (copy attached)

Intended purpose for the property:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This form is available on the Methodist Church website: <http://www.methodist.org.nz>

---

- **Selling Property:**

**Please do not sign the Sale and Purchase Agreement – send the document to the Insurance and Property Manager at the Connexional Office. All Sale and Purchase Agreements must be signed by a member of the Board of Administration**

Reason for selling property:

---

---

---

---

---

---

---

---

Intended use of funds from sale:

---

---

---

---

---

---

---

---

Market Valuation: \$ \_\_\_\_\_ Date: \_\_\_\_\_ (copy attached)

Legal Description: \_\_\_\_\_

(Certificate of Title attached)

Land Story completed (copy attached and copy to Archives)

Possible issues with the property e.g. Confiscated Land \_\_\_\_\_

---

Seismic Assessment: ISA / NBS \_\_\_\_\_ % Date: \_\_\_\_\_

DSA / NBS \_\_\_\_\_ % Date: \_\_\_\_\_

**Please note;** As per Laws and Regulations Section 9:3:4:2, 15% of the realised funds from the sale of this property will go to Connexional Development Fund



- **Construction Projects**

Project details (what do you want to do?)

---

---

---

---

Cost

1. Include all professional fees, local authority, demolition (where appropriate), contract works insurance, other fees and GST
2. Allow for ongoing compliance and running costs once the project is completed

TOTAL COST: \_\_\_\_\_

Approval to:

- Develop Concept Plans and QS Estimation of Cost – provide details:

- ☐ Concept Plans (attached)
- ☐ QS Estimate of Costs (attached)

- Working Drawings and QS Estimate of Cost – provide details:

- ☐ Working Drawings (attached)
- ☐ QS Estimate of Costs (attached)

- Lodge Resource Consent – do you require approval to lodge a Resource Consent?  
If so, provide details:

---

---

---

---

---

---

- Lodge Building Consent and Invite Tenders. Do you require approval to lodge BC and seek tenders? If so, provide details:

- ☐ Working Drawings (attached)
- ☐ QS Estimate of Costs (attached)

This form is available on the Methodist Church website: <http://www.methodist.org.nz>

- Approval to award contact (provide details):

---

---

---

---

---

---

---

- Tender attached:

Funding details – include available funding, loan application and grants/gifts/insurance settlement, loan details etc. Future fundraising cannot be included in funding for a project:

- Audited accounts (most recent) and Accounts Year to Date (attached)

- **Loan from CB&L Fund**

Do you require a loan towards the cost of the project? Detail Parish funding, income and expenditure for the last 12 months, budget and amount loan sought.

Parish funding                      \$ \_\_\_\_\_

Fund raising                        \$ \_\_\_\_\_

Income from Property        \$ \_\_\_\_\_

- (independent professional rental assessment attached)

Loan from CB&L                    \$ \_\_\_\_\_

Income to cover the loan repayment    \$ \_\_\_\_\_

**Tick box all documents listed: All applications require a Parish Strategy, valuation and land story (if buying or selling), concept or working drawings (as appropriate), site plan, accounts (Audited accounts (most recent) and Accounts Year to Date) and Parish and Synod approval in writing. Co-operating Parishes will require approval from the other Denominations. All applications must be submitted to MCPC by the Synod, through the Insurance and Property Manager.**

- **Withdrawal 80% interest from CB&L Fund:**

- Synod recommendation (attached)

- **Properties Development Grant Application:**

Grants for Co-operating Ventures are only available for properties held on Methodist title. Contribution ratios will need to be adjusted accordingly. (Application form is required to be completed, signed off and submitted by Synod with their approval/recommendation with

- Synod/Parish meeting minutes (attached).

MCPC are looking to make grants for proposals that are effective, creative and promote the mission and church ministry, rather than church maintenance.

Grant fits in with the Synod strategic vision for the region? Yes \_\_\_\_ No \_\_\_\_

If no, why?

---

---

---

---

- Long Term Strategy (copy attached) tick box

Purpose of the Grant

---

---

---

---

---

---

---

---

---

---

---

Total cost of Project (excluding GST)	\$
Funding from other sources	\$
- Name of source	\$
- Name of source	\$
Parish funding	\$
Grant Sought (maximum \$50,000)	\$

☐ Application is endorsed by Synod and is in accordance with the Synod Strategy and Vision (attached) tick box

☐ Asbestos Management Plan must accompany all applications (attached)

Date \_\_\_\_\_

This form is available on the Methodist Church website: <http://www.methodist.org.nz>

---

**(This application is to be submitted to the Synod Superintendent or Synod Property  
Convenor for Synod approval and forwarding to the Connexional Office)**

- **Union Parish:**

Denomination: \_\_\_\_\_ %

Denomination: \_\_\_\_\_ %

Denomination: \_\_\_\_\_ %

Ratios agreed: Yes \_\_\_\_\_ No \_\_\_\_\_ (tick which applies)

Other denominations agree with this application: Yes \_\_\_\_\_ No \_\_\_\_\_  
(tick which applies)

- (approval attached)

**For all applications:**

Checklist - Documents to accompany application

- ☐ Strategy
- ☐ Audited accounts (most recent) and Accounts Year to Date
- ☐ Budget
- ☐ Synod Approval (letter or minute)
- ☐ Parish Council or Board approval (letter or minute)
- ☐ Insurance arrangements in place
- ☐ Market Valuation (buying or selling)
- ☐ Builder's report (buying)
- ☐ Certificate of Title (selling)
- ☐ Land story (buying or selling)
- ☐ QS Cost estimation / tender documents (construction projects)
- ☐ Site plans (construction projects)
- ☐ Floor plan (construction projects)
- ☐ Concept Plans (construction projects)
- ☐ Working drawings (construction projects)
- ☐ Approval from other denominations (Union Parishes)
- ☐ Applications involving Union Parishes agreed ratios (attached)
- ☐ Copy of the Lease Agreement (as applicable)
- ☐ Asbestos Management Plan (attached)
- ☐ Other

# Appendix 2

This form is available on the Methodist Church website: <http://www.methodist.org.nz>



## The Methodist Church of New Zealand Te Hāhi Weteriana o Aotearoa

---

### SERVICE TENANCY AGREEMENT

---

Between

---

(PARISH)

AND

---

(MINISTER)

THIS AGREEMENT is dated the

day of

20

**BETWEEN**  
**of The Methodist Church of New Zealand Te Hāhi Weteriana o Aotearoa**  
**AND**

**PARISH**  
**MINISTER**

#### **BACKGROUND**

- A. The Premises is being made available for use as a parsonage to provide accommodation to the Minister stationed at the Parish.
- B. In consideration for making the Property available for use as a parsonage the Parish requires the Minister to enter a tenancy agreement.
- C. The Parish is unable to contract out of its obligation to have a tenancy agreement.
- D. Accordingly, the Parish has agreed to grant, and the Minister has accepted a tenancy of the Premises on the terms set out in this agreement.
- E. This is the official tenancy agreement to be used by all Parishes for their Minister's tenancy agreement.
- F. A copy of the signed agreement to be provided to the Board of Administration of the Methodist Church within a month of the occupancy or induction, whichever is the later.

#### **THE PARTIES AGREE**

##### **1. INTERPRETATION**

In this agreement unless the context indicates otherwise:

###### **1.1. Definitions:**

**"Act"** means the Residential Tenancies Act 1986 and its amendments:

**"Address for Service"** in relation to each party means the address, set out in Schedule A, at which notices and other documents relating to the tenancy will be accepted by or on behalf of that party:

**"Church"** means the Methodist Church of New Zealand Te Hāhi Weteriana O Aotearoa

**"Parish"** means the Methodist Parish to which the Minister has been stationed:

**"the Premises"** means the dwelling house situated at (address)

**"Minister"** means an ordained Minister who is subject to the discipline, Laws and Regulations of the Church. Church Laws and Regulations:

*Minister - Section 2 Church Law and Regulations:*

- *Throughout this Section the term "Minister" shall be a generic term referring to a minister as commonly understood and includes Presbyters Deacons and Stationed Lay Ministers as hereafter defined.*
- *A Minister is not an employee of the Church. Ministers are persons in a special relationship with and appointed by the Conference of the Church, with powers, duties, rights and functions as set out in this Law Book, and entitled to such living allowance (a stipend) and other allowances as from time to time determined by the Conference.*

This form is available on the Methodist Church website: <http://www.methodist.org.nz>

---

### **MINISTERS**

- *A Presbyter is one who is ordained by The Church to the particular ministry of Word, Sacrament, and Pastoral Care and to leadership within the community of faith.*
- *A Deacon is one who is ordained by The Church to a ministry shaped by the community whom they are appointed to serve.*
- *A stationed Lay Minister is one who has been authorised for an identified period by The Church to carry out a specific function within the Church. The specific roles and tasks of any stationed lay minister will be defined in a covenant.*
- *Minita-a-iwi, Kaikarakia, and Liaison Persons within Te Taha Māori shall be appointed in accordance with guidelines set by Hui Poari. They shall minister to people in their own Takiwa/Rohe. (see 7.3.5 - Tupu Whakaritorito)*

“the Property” means the land and building situated at (address)

---



---



---

- 1.2. **Clauses and Schedule:** references to clauses and Schedule A are references to the clauses of, and Schedule A, of this agreement:
- 1.3. **Defined Expressions:** expressions defined in the main body of this agreement have the defined meaning in the whole of this agreement, including the background and the schedule:
- 1.4. **Headings:** section, clause and other headings are for ease of reference only and so not form any part of the context of affect this agreement’s interpretation:
- 1.5. **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done:
- 1.6. **Parties:** references to parties are references to parties to this agreement and include each party’s executors, administrators and successors:
- 1.7. **Persons:** references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities, in each case whether or not having separate legal personality:
- 1.8. **Plural and Singular:** singular words include the plural and vice versa:
- 1.9. **Schedule A:** Schedule A and its contents have the same effect as if set out in the body of this agreement:
- 1.10. **Schedule Terms:** the terms “Agent’s Charges”, “Bonds”, “Commencement Date”, “Parish’s Legal Fees”, “Maximum Number of Persons”, “Premises”, “Rent” and “Termination Date”, together with the other terms specified in Schedule A, will be interpreted by reference to Schedule A: and
- 1.11. **Statutes and Regulations:** references to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to that statute or regulation, whether by subsequent statute or otherwise.



## 2. RESIDENTIAL TENANCIES ACT

The tenancy created by this agreement is subject to the Act. If there is an inconsistency between the provisions of the Act and this agreement, the provisions of the Act will prevail.

## 3. TENANCY

- 3.1. **Grant of Tenancy:** The Parish grants to the Minister, and the Minister accepts, a fixed term tenancy of the Premises commencing on the Commencement Date and ending on the Termination Date in accordance with Schedule A.
- 3.2. **Chattels:** The Parish will provide the Parish's chattels for the Minister's use as set out in Schedule B.
- 3.3. **Service Tenancy:** The Premises is made available to the Minister as part of the terms of their appointment to the Parish in accordance with the stationing requirements of the Church, and as a consequence both parties agree that a service tenancy, as that term is defined in the Act, is created.

## 4. RENT

- 4.1. The Premises is provided to the Minister in consideration for the Minister providing pastoral services to the members of the Parish and as one of the terms of the Minister's appointment to the Parish. As a consequence no rent by the Minister is payable.

## 5. BOND

- 5.1. **Bond:** Unless otherwise specified in Schedule A no bond is payable.
- 5.2. **Parish to Lodge Bond:** In the event a bond is payable, the Parish must lodge the Bond with the chief executive of the Tenancy Services in accordance with the Act.

## 6. OUTGOINGS

- 6.1. **Charges Payable by the Minister:** The Minister must, on demand by the Parish or by the person to whom payment is due, pay all charges for:
  - 6.1.1. **Electricity and Gas:** electricity and gas supplied to the Premises: and
  - 6.1.2. **Water Charges:** Where a Local Authority levy water charges the Minister will be responsible for excess charges if they are more than 25% above the average charge. The average is based on an average family usage of \$1000 / day. The Minister will not be responsible for an excess charge due to leaking water pipes or taps.
- 6.2. **Apportionment:** If any of the charges payable by the Minister under clause 6.1 are made for a period not falling wholly within the term of the tenancy, those charges will be apportioned between the Parish and the Minister on a daily basis.
- 6.3. **Outgoings Payable by the Parish:** The Parish must pay all costs, expenses and outgoings relating to the Premises which are not payable by the Minister under this agreement.

## 7. TRANSFER AND SUBLETTING

The Minister must not, except with the Parish's prior written consent:

- 7.1. Sublet or part with possession of the Premises or any part of the Premises.
- 7.2. Transfer the Minister's interest in this agreement to any person

This form is available on the Methodist Church website: <http://www.methodist.org.nz>

---

## 8. MINISTER'S RESPONSIBILITIES

Without limiting the Minister's obligations and responsibilities set out in the Act, the Minister shall:

- 8.1. **Number of Persons:** not allow more than the maximum number of persons to reside in the Premises except with the Parish's prior consent. The parish and the Minister agree that the maximum number of occupants who may reside at the Premises is **[xx]** as recorded in Schedule A:
- 8.2. **Pets:** not keep any pets on the premises except with the Parish's prior consent. All damage caused by the pet is the responsibility of the Minister.
- 8.3. **Chattels:** maintain the Parish's Chattels in a reasonable state of repair having regard to the age and character of each chattel:
- 8.4. **Grounds:** Subject to the qualification in Schedule A, keep and maintain the gardens lawns and grounds to a good standard not less than that condition at the Commencement Date:
- 8.5. **Premises:** at all times keep the premises clean and tidy and shall:
  - 8.5.1. Notify the Parish promptly if any repairs are required:
  - 8.5.2. Not alter the Premises without the prior written consent of the Parish including not marking, defacing or painting the Premises:
  - 8.5.3. Use the Premises principally for residential purposes: and
  - 8.5.4. Allow not less than an annual inspection of the Premises by the Parish.
- 8.6. **Unlawful Purpose:** not allow anyone residing on the Premises to use the Property for any unlawful purpose, nor undertake or allow unlawful activities to be undertaken on the Property:
- 8.7. **Nuisance:** not do or permit or suffer to be done to or on the Property anything which may cause annoyance, nuisance, or cause a grievance, damage or disturbance to the owners or occupiers of premises and properties adjoining the Premises or the neighbourhood in which the Premises is situated:
- 8.8. **Insurance:** be responsible for insuring their own personal effects, and the personal effects of anyone else residing at the Premises, including but not limited to clothing, ornaments, jewellery, furniture and other chattels belonging to the Minister or anyone else residing at the Premises: and
- 8.9. **Fire:** take all precautions against outbreak of fire, in or about the Premises, and notify the emergency services and the Parish immediately if any fire occurs.

## 9. PARISH'S RESPONSIBILITIES

Without limiting the responsibilities and obligations of the Parish under the Act, the Parish (and including the Parish shall:

- 9.1. **Standard of Repair:** provide the Premises to the Minister in good standard of maintenance and repair:
- 9.2. **Maintenance:** Maintain the property including the Premises except as is otherwise the responsibility of the Minister under this agreement:
- 9.3. **Rates:** pay rates (including any water rates) and insure the building, carpet and drapes

**9.4. Quiet Enjoyment:** Allow the Minister and family quiet enjoyment of the property: and

**9.5. Inspections:** Regularly inspect the property (not less than annually) to determine required maintenance and any necessary repairs or upgrading.

**10. INSURANCE AND INDEMNITY:**

**10.1.** The Parish will insure the property and the Premises against loss and damage arising from accidental or careless behaviour caused, to the property and/or the Premises during the term of the Tenancy by the Minister and family or third parties:

**10.2.** The Minister will indemnify the Parish for any loss or damage caused by an act or omission by the Minister or family or others residing at the Premises (or invitees to the Premises) where the Parish's insurance does not cover the loss or damage: and

**10.3.** The Minister will repair and/or reinstate at their cost any damage caused to the property including the Premises by any deliberate act of the Minister or their family or their invitees or otherwise indemnify the Parish in respect to such loss or damage.

**11. NOTICES**

Any notice or document required or authorised to be delivered or served under this agreement or the Act may be delivered or served to each party at that party's Address for Service.

**12. VARIATION AND RENEWAL**

Every variation, renewal or extension of this agreement must be:

**12.1. In Writing:** in writing: and

**12.2. Signed by Parties:** signed by the Parish and the Minister.

Signed as an agreement.

**SIGNED** for and on behalf of \_\_\_\_\_ **(Parish)**  
**for the Parish**  
**of the METHODIST CHURCH OF NEW ZEALAND**  
**Te Hāhi Weteriana o Aotearoa**

**SIGNED** by \_\_\_\_\_  
**MINISTER**

This form is available on the Methodist Church website: <http://www.methodist.org.nz>

---

## SCHEDULE A

Parish: \_\_\_\_\_

### Address for Service:

Parish Address:

### Contact Address:

Minister:

Address for Service:

### Contact Address:

Premises:

Commencement Date:

/ /20

Termination Date:

Being the date upon which the Minister's appointment to the Parish ceases.

**Church Law & Regulations Section 2 (23.3) applies:** *Where a Minister dies, the spouse/partner shall be entitled to continue rent free occupancy of the house applicable to the appointment for three months after the death of the Minister. Any other arrangements applying prior to the death shall continue during the three month period.*

Rent:

\$0.00

Maximum Number of Persons:

(write in the maximum number of occupants permitted to reside in the house)

Parish's Chattels:

Parish's Bank Account Details:

Bond:

A bond may be charged where a Minister or their Family have previously caused damage to a Parsonage. Bond \$\_\_\_\_\_ received (if applicable). Please use the Tenancy Services Bond Form

Grounds:

With respect to clause 8.4 the Synod Property Advisory Committee may determine that the size and complexity of the grounds means that the Parish will contribute to the maintenance of the grounds.

This form is available on the Methodist Church website: <http://www.methodist.org.nz>

---

## **SCHEDULE B**

**[List of Parish's chattels]**

This form is available on the Methodist Church website: <http://www.methodist.org.nz>

## SCHEDULE C

Property inspection report at commencement of tenancy

Condition acceptable?

Room and item	Parish	Ministers	Damage/Defects
LOUNGE	Wall/Doors		
	Lights/ Power points		
	Floors/FI. coverings		
	Windows		
	Blinds/ Curtains		
KITCHEN/DINING	Wall/Doors		
	Lights/ Power points		
	Floors/FI. coverings		
	Windows		
	Blinds/ Curtains		
	Cupboards		
	Sink/ Benches		
	Oven		
	Refrigerator		
BATHROOM 1	Wall/Doors		
	Lights/ Power points		
	Floors/FI. coverings		
	Windows		
	Blinds/ Curtains		
	Mirror/ Cabinet		
	Bath		
	Shower		
	Wash basin		
	Toilet (WC)		

<b>BATHROOM 2</b>	Wall/Doors			
	Lights/ Power points			
	Floors/FI. coverings			
	Windows			
	Blinds/ Curtains			
	Mirror/ Cabinet			
	Bath			
	Shower			
	Wash basin			
	Toilet (WC)			
<b>LAUNDRY</b>	Wall/Doors			
	Lights/ Power points			
	Floors/FI. coverings			
	Windows			
	Blinds/ Curtains			
	Washing machine			
	Wash tub			
<b>BEDROOM 1</b>	Wall/Doors			
	Lights/ Power points			
	Floors/FI. coverings			
	Windows			
	Blinds/ Curtains			
<b>BEDROOM 2</b>	Wall/Doors			
	Lights/ Power points			
	Floors/FI. coverings			
	Windows			
	Blinds/ Curtains			

This form is available on the Methodist Church website: <http://www.methodist.org.nz>

---

<b>BEDROOM 3</b>	Wall/Doors			
	Lights/ Power points			
	Floors/FI. coverings			
	Windows			
	Blinds/ Curtains			
<b>GENERAL</b>	Rubbish bins			
	Locks			
	Garage/Car port			
	Grounds			
	No. keys supplied			



#### SCHEDULE D INSULATION.

**[Parish's statement in relation to insulation]**

---

---

---

---

*The parish must specify whether or not there is, as at the date of the tenancy agreement, any insulation installed in connection with any ceilings, floors, or walls that are at the premises:*

**(b)**

*details of the location, type, and condition of all insulation that is, as at the date of the tenancy agreement, installed in connection with any ceilings, floors, or walls that are at the premises:*

*All residential rental homes are required to have ceiling and underfloor insulation that meets minimum standards unless they meet one of the exceptions. This will apply from 1 July 2016 for parishes of income-related tenancies and 1 July 2019 for all other parishes.*

#### SCHEDULE E

##### OUTLINE OF THE PROVISIONS OF THE RESIDENTIAL TENANCIES ACT 1986 (RTA)

Please refer to the Residential Tenancies Act 1986 and amendments for the complete provisions.

**Ministers and Parishes.** If you have problems, initially talk to each other. If you can't sort it out, talk to us or if you require assistance please call the Connexional Office (03) 3666049

In the case of a dispute Church processes are to be used before reference to the Tenancy Tribunal.

## Appendix 3

This form is available on the Methodist Church website: <http://www.methodist.org.nz>



### The Methodist Church of New Zealand Te Hāhi Weteriana o Aotearoa

**Administration Division Insurance Fund Claim Form**  
PO BOX 931, CHRISTCHURCH 8140 03 366 6049 [insurance@methodist.org.nz](mailto:insurance@methodist.org.nz)

NAME OF INSURED	CONTACT PHONE NUMBER/S	EMAIL ADDRESS

DATE & TIME CLAIM OCCURRED	PLACE/PREMISES CLAIM OCCURRED
	IS THE BUILDING ALARMED AND DID THE ALARM SOUND?

DESCRIBE IN FULL HOW CLAIM OCCURRED; WHEN DISCOVERED; NATURE OF DAMAGE:

DESCRIPTION OF PROPERTY LOST DAMAGED (STATE EACH ARTICLE SEPARATELY)	PURCHASE PRICE & DATE	PRESENT COST OF REPLACEMENT*	VALUE OF SALVAGE	AMOUNT CLAIMED*
*PROVIDE DOCUMENTARY SUPPORT (EG INVOICES ETC)			TOTAL:	

FOR OFFICE USE ONLY	CLAIM #	ENTITY ID	RISK ID
DATE CLAIM APPROVED			
BY			
AMOUNT APPROVED			
EXCESS DEDUCT/INVOICE			
AMOUNTS PAID			

**SUPPLEMENTARY QUESTIONS TO BE COMPLETED IF APPLICABLE**

**ALL RISK, BURGLARY & THEFT CLAIMS**

HAVE POLICE BEEN INFORMED	REPORTED BY	DATE REPORTED	POLICE STATION REPORTED TO

N/B PLEASE ATTACH THE POLICE "COMPLAINT ACKNOWLEDGEMENT FORM" AS CLAIMS WILL NOT BE ACCEPTED WITHOUT EVIDENCE THE POLICE HAVE BEEN ADVISED

**INVESTIGATION**

PLEASE INDICATE WHAT STEPS ARE TO BE TAKEN TO PREVENT A FURTHER RECURRENCE OF CLAIM:

**PUBLIC LIABILITY CLAIMS**

(NOTE—THE INSURED SHOULD NOT DISCLOSE TO CLAIMANTS THEY ARE INSURED, OR ADMIT LIABILITY FOR ANY ACCIDENT)

NAME & ADDRESS OF OWNER OF PROPERTY DAMAGED	
WAS THE OWNER OF THE PROPERTY DAMAGED, IN YOUR SERVICE, OR IN THE SERVICE OF ANY CONTRACTOR OR SUB-CONTRACTOR	
HAS A CLAIM BEEN MADE ON YOU, IF YES, STATE DETAILS & ATTACH RELEVANT DOCUMENTS	
NAME & ADDRESS OF WITNESS OF ACCIDENT (N/B THIS INFORMATION IS THE UTMOST IMPORTANCE)	
NAME OF INSURER OF ANY PROPERTY DAMAGED	

**OTHER INSURANCE**

DO YOU HOLD ANY OTHER INSURANCE UNDER WHICH A CLAIM FOR THIS LOSS, DAMAGE OR ACCIDENT MAY BE MADE?  
IF YES PLEASE STATE FULL DETAILS:

**DECLARATION TO BE COMPLETED BY CLAIMANT**

I/WE DECLARE THAT TO THE BEST OF MY/OUR KNOWLEDGE & BELIEF, THE FOREGOING STATEMENTS & PARTICULARS ARE TRUE & CORRECT; & I/WE UNDERTAKE TO RENDER EVERY ASSISTANCE IN MY/OUR POWER IN DEALING WITH THE CLAIM, INCLUDING NOTIFYING THE INSURANCE FUND OF ANY RECOVERED ITEMS IMMEDIATELY, & AT THE FUND'S OPTION EITHER RETURN THE RECOVERED ITEMS, OR THE REPLACEMENT ITEMS, OR REFUND THE MONIES PAID.

## Appendix 4

This form is available on the Methodist Church website: <http://www.methodist.org.nz>

### Insurance Contents Schedule

METHODIST CHURCH OF NEW ZEALAND TE HĀHI WETERIANA O AOTEAROA

PO BOX 931, CHRISTCHURCH 8140  
03 366 6049 [insurance@methodist.org.nz](mailto:insurance@methodist.org.nz)



PARISH: \_\_\_\_\_

LOCATION OF CONTENTS: \_\_\_\_\_

ENTITY ID: \_\_\_\_\_

RISK ID: \_\_\_\_\_

ITEM	QUANTITY	TOTAL ESTIMATED	COMMENTS
<b>HALLS/LOUNGES</b>			
AMPLIFIERS			
CARPETS			
CHAIRS/TABLES			
DRAPES			
FURNITURE/FURNISHINGS			
OHP'S			
PICTURES/ PHOTOGRAPHS			
TROLLEYS			
<b>KITCHENS</b>			
MICROWAVE/ FRIDGE/DISHWASHER			
POTS/PANS			
TABLES/ BENCHES			
TEA URNS/JUGS			
CUTLERY			
CROCKERY			
<b>CLEANING/MAINTENANCE</b>			
LAWNMOWERS			
LADDERS			
VACUUM CLEANERS			
VASES/STANDS/SILK FLOWERS			

ITEM	QUANTITY	TOTAL ESTIMATED	COMMENTS
<b>CHURCH</b>			
AMPLIFIERS/MIXERS			
ART WORKS			
BAND INSTRUMENTS			
BIBLES			
CANDLEHOLDERS			
CARPETS			
COMMUNION RAIL			
COMMUNION TABLE			
CROSS			
CURTAINS & DRAPES			
FONT			
FURNITURE & FURNISHINGS			
HEATERS			
HYMN BOOKS/MUSIC			
LECTERNS			
MEMORIALS			
OHP & SCREENS			
ORGAN			ALL PIPE ORGANS MUST HAVE A VALUATION DONE EVERY TWO YEARS
PEWS & SEATS			
PIANO			
PULPIT			
SANCTUARY ITEMS			
SOUND SYSTEMS & EQUIPMENTS			ALL READILY PORTABLE ITEMS OVER \$1000 TO BE IDENTIFIED SEPARATELY
SPEAKERS			
TABLETS/PLAQUES /SPECIAL FURNITURE			
WALL HANGING			
<b>VESTRIES/WORK AREAS/OFFICES</b>			
ANSWERPHONES			
COMPUTER & ACCESSORIES			
DESKS & CHAIRS			
FAX MACHINES			
FILING CABINETS			
LIBRARIES			
PHOTOCOPIERS			
STATIONERY			
TELEPHONES			

This form is available on the Methodist Church website: <http://www.methodist.org.nz>

---

ITEM	QUANTITY	TOTAL ESTIMATED	COMMENTS
<b>YOUTH GROUPS</b>			
RESOURCE MATERIAL			
SOUND EQUIPMENT			
SPORTING EQUIPMENT			
TENTS/ CAMPING GEAR			
TOYS			
<b>OTHER</b>			
SALES TABLE STOCK			
SIGNS			
	<b>TOTAL:</b>		

DATE:

AUTHOR:

SIGNATURE:



**The Methodist Church of New Zealand**

Weteriana House, 50 Langdons Road  
Papanui, Christchurch 8053

**0800 266 639 • [www.methodist.org.nz](http://www.methodist.org.nz)**

