

Trash to Fashion Budget 2006

NB: all costs are excl GST

	Budget	Actual
KEY CREATIVES (excl GST)		
Director	\$ 9,000.00	\$9,000.00
Assistant to Director	\$ 4,000.00	\$4,000.00
Technical Manager	\$ 6,000.00	\$6,000.00
Head of Wardrobe	\$ 2,500.00	\$2,500.00
Number two Wardrobe (Rachel)	\$ 1,000.00	\$1,000.00
Assistant Wardrobe (Lindy)	\$ 1,000.00	\$1,000.00
Music/Sound Design Fee (incl exps)	\$ 4,000.00	\$4,000.00
Lighting Design	\$ 3,000.00	\$3,000.00
Staging Design	\$ 2,000.00	\$2,000.00
Live Multimedia	\$ 15,000.00	\$15,000.00
Animation/AV Design	\$ 2,000.00	\$2,000.00
Script Writing & Concept Development	\$ 3,000.00	\$3,000.00
	\$ 52,500.00	\$52,500.00
Cast		
Guest Artists	\$ 18,600.00	\$18,600.00
- Kate Parker (Performance Artist Liason/Director) \$3,000		
- Key Performance Artists x 3 @ \$1800ea = \$5,400		
- Chorus Performers x 6 @ 1000ea = \$6,000		
- Chorus Performer/Mens Category x 1 \$1,200		
- Harpist (Robyn Sutherland) \$1,500		
- African Drumming \$1,500		
Dancers/Models \$20,000	\$ 20,000.00	\$20,000.00
	\$ 38,600.00	\$38,600.00
Pre Production COSTS		
Rehearsal/Wardrobe Setup Costs	\$ 500.00	\$500.00
PA Hire (Rehearsals)	\$ 538.00	\$538.00
Models - Photo Shoot (x 4 @ \$300)	\$ 1,200.00	\$1,200.00
Photography costs Publicity and Promo	\$ 2,000.00	\$2,000.00
Makeup for photo shoot	\$ 200.00	\$200.00
Auditions - TAPAC hire	\$ 30.00	\$30.00
Rehearsal and costume storage venue	\$ 3,000.00	\$3,000.00
	\$ 7,468.00	\$ 7,468.00
Production Costs		
Stage Manager	\$ 3,000.00	\$3,000.00
ASM	\$ 1,000.00	\$1,000.00
Kids Care Backstage (2@\$600)	\$ 1,200.00	\$1,200.00
Front of House Manager	\$ 1,000.00	\$1,000.00
PA/Sound Hire	\$ 5,000.00	\$5,000.00
PA/Sound Installation -Labour/Crew	\$ 2,000.00	\$2,000.00
Sound Engineer	\$ 2,000.00	\$2,000.00
Radio Comms Hire = 4 Pack Bryce @ Edge (\$240per day)	\$ 1,000.00	\$1,000.00
Hard Wire Coms	\$ 1,500.00	\$1,500.00
Radios	\$ 250.00	\$250.00
Partitions/Backstage setup *	\$ 1,712.25	\$1,522.00
Costume Racks and Mirrors	\$ 500.00	\$500.00
Set Construction & Installation (*2,000 frost cloth and bits install)	\$ 10,000.00	\$9,800.00
Masking (Drapes)	\$ 4,500.00	\$4,500.00
Lighting	\$ 22,000.00	\$22,000.00
Additional Lighting Crew/Spot Operators (Boris & Dom)	\$ 1,700.00	\$1,700.00
Production Crew & RUNNERS x2 Backstage ASMs	\$ 7,000.00	\$7,000.00

Gaffer Supply (Lighting Supply Co Ltd)		\$288.00
Production Materials	\$ 1,000.00	\$1,000.00
Truck Hire 10 days (incl mileage allowance)	\$ 1,500.00	\$1,630.00
Travel (wardrobe manager)	\$ 600.00	\$600.00
Dressers (@ \$100ea)	\$ 1,200.00	\$1,200.00
Hair Stylist (incl products) *SPONSORED	\$ -	\$0.00
Make Up Team (incl products) *SPONSORED	\$ -	\$0.00
Photography @ Shows	\$ 600.00	\$562.00
Rehearsal Catering (Corbans)	\$ 2,128.00	\$2,128.00
Travel/Flights/Fares (taxi/train/bus fares)	\$ 700.00	\$0.00
Music License Fee (APRA) * Credit from 2005 payment	\$ 500.00	\$0.00
	\$ 73,590.25	\$72,380.00
Venue		
Stadium Hire	\$ 24,520.00	\$24,520.00
Additional Seating for floor area (500)	\$ 1,687.50	\$1,687.00
Safety and Fire Compliance	\$ 200.00	\$0.00
Water	\$ 300.00	\$150.00
Scissor tower hire	\$ 1,200.00	\$1,134.00
Signage	\$ 500.00	\$0.00
Security *	\$ 4,000.00	\$4,226.00
ASB Stadium Astro Turf / extra Carpet Backstage	\$ 300.00	\$100.00
Stadium Blackout *material costs (tape and PVC)	\$ 200.00	\$200.00
Additional Labour	\$ 1,000.00	\$1,000.00
Traffic Cones - from traffic/roading services	\$ 200.00	\$71.00
Performance Artist - Pre/Post Show Entertainer (Hayley Dallimore)	\$ 500.00	\$500.00
Ushers	\$ 2,000.00	\$2,000.00
Carparking *Fee comes with Radio Hire (North Shore Radio)	\$ -	\$0.00
	\$ 36,607.50	\$35,588.00
Publicity and Promotion		
Publicist	\$ 6,000.00	\$6,000.00
Distribution of Publicity Material (Phantom)	\$ 6,000.00	\$5,903.00
Sponsorship Proposal & Programme - Design Costs	\$ 500.00	\$250.00
Advertising		
Sunday Star Times	\$ 3,000.00	\$2,800.00
PULP Mag Winter edition (full page)	\$ 2,100.00	\$2,100.00
PULP Mag SPRING edition (full page)	\$ 2,100.00	\$2,100.00
CITY MIX Mag June/July/August/Sept/Oct/Nov	\$ 4,266.00	\$1,422.00
STELLA Magazine	\$ 650.00	\$650.00
IN UNISON (Unitec Mag)	\$ -	
Lino Magazine -	\$ 2,500.00	\$2,390.00
Laingholm Roundabout	\$ 150.00	\$0.00
Titirangi Tatler (Oct/Nov)	\$ 2,362.50	\$2,100.00
ARTS NEWS - Matrix Publishing	\$ 400.00	\$275.00
Printing - Registration Brochures/Postcards/Posters	\$ 8,000.00	\$6,480.00
Radio	\$ -	\$0.00
Online TicketDirect Advertisement 4 weeks @ \$25	\$ 100.00	\$100.00
Postage	\$ 250.00	\$0.00
Courier fees	\$ 500.00	\$0.00
	\$ 38,878.50	\$32,570.00
Hospitality/Prizes		
Sponsors hospitality - wine/ food/hireage *	\$ 7,000.00	\$6,834.00
Prize Costs	\$ 15,000.00	\$14,950.00
Judges fees	\$ 2,500.00	\$2,500.00
Wine & Beer Costs	\$ 2,380.54	\$2,380.00
Crew Catering *	\$ 4,000.00	\$3,402.00
	\$ 30,880.54	\$30,066.00

Miscellaneous Costs	
Video/DVD Copying (post production multimedia)	\$ 4,000.00
Petty Cash	\$ 1,000.00
Phone Expenses (Production Team)	\$ 1,000.00
Total Miscellaneous Costs	\$ 6,000.00
TOTAL EXPENDITURE =	\$ 284,524.79
CONFIRMED INCOME	
Registrations & DVD Sales	\$ 5,500.00
Kensington Swan	\$ 10,000.00
Solid Waste	\$ 10,000.00
The Trusts	\$ 65,000.00
Waitakere City Council	\$ 150,000.00
Bamboo Specialist	\$ -
Sunday Star Times	\$ 4,000.00
Zeke's Organic Coffee	\$ -
Oratia Native Plant Nursery	\$ -
Medicare Pharmacy	\$ 500.00
UNITEC	\$ 4,000.00
Treescape	\$ -
Helio	In Kind
RESENE	In Kind
Cut Above Hair Academy	In Kind
Keep Waitakere Beautiful	\$ 5,000.00
Total Confirmed Income=	\$ 254,000.00
PROJECTED INCOME	
Ticket Sales	\$ 30,000.00
Group Ticket Sales (Audience Development)	\$ 5,000.00
Programme Sales	\$ 3,500.00
Total projected income	\$ 38,500.00
Actual Income	\$ 292,500.00
Less retrievals as per Annual Plan	\$ 45,000.00
Total Income	\$ 247,500.00
Less expenditure	\$ 284,524.79

	\$4,000.00
	\$500.00
	\$0.00
	\$4,500.00
	\$ 273,672.00
	\$5,500.00
	\$10,000.00
	\$10,000.00
	\$65,000.00
	\$150,000.00
	IN KIND
	\$4,000.00
	IN KIND
	IN KIND
	\$500.00
	\$4,000.00
	IN KIND
	IN KIND
	IN KIND
	IN KIND
	\$5,000.00
	\$ 254,000.00
	\$33,599.00
	\$6,397.00
	\$3,103.00
	\$ 43,099.00
	\$ 297,099.00
	\$62,000.00
	\$ 235,099.00
	\$ 273,672.00

Profit/Loss

= \$37,024.79

-\$38,573.00

TRASH TO FASHION PUBLICITY REPORT - 2006	
Confirmed MEDIA	
PRINT	
Metro	November listings with image.
Jasons Auckland	November listings with image.
City Mix	Info sent plus Green Party images. Printed in November issue.
In Magazine	Full page article and photoshoot done for issue out October 4 th .
Art News	Editorial written and printed in Nov issue
Herald on Sunday – View	Article and images featured in eco section
NZ Herald	Listed in 'Best of the Weekend' on Thursday November 9 th .
Sunday Star Times – the guide	Featured in the pick of the week ahead
Art NZ	Info and images sent to editor with story pitch.
Tearaway	Story confirmed with images for November issue.
Jet Magazine	listed on website with images.
Crème	Mentioned in the fashion section.
Stella	Story confirmed post show.
Cleo	Listed in November edition.
Gekkan	Listing and image selected.
The Auckland – north edition	Interviewed Amethyst – printed late October.
Ponsonby News	Listing in Nov issue.
Titirangi Tatler	Interview done with Titirangi resident – printed October issue with photo spread.
Central Leader	Interview and image printed.
Western Leader	Confirmed 2 articles.
Papakura Courier	Local resident interviewed and printed November.
North Shore Times	Local resident interviewed and printed November.
Eastern Bays Courier	Local resident interviewed and printed November.
Urbis	Sent through image and listing for URBITS section.
Lino Magazine	Info and images sent to editor with story pitch.
TV	
Breakfast TV	Filmed interview with Glenda Roberts and Emma Jane Highfield. To air Friday 10 Nov.
Good Morning	Wellington entrants and Auckland judge interviewed live on air.
C4	Pitched interview with Gary Pritchard Jones – Declined. Pitched Emma Jane Highfield interview. Interviewed Emma Jane Highfield – on air Nov 16.
Alt TV	Emma Jane Highfield profiled
RADIO	
Bfm	Emma Jane Highfield interviewed on Arts on Sunday – October 29 th .
More FM	Community Listing
ZB	Community Notices

INTERNET	
Arts Calendar	Event listed with images
Auckland City Website	Event listed with images
Event Finder	Event listed with images
Tourism Auckland	Event listed with images
The Big Idea	Event listed with images
NZ Musician	Event listed with images
Scoop	Event listed with images
Theatre View	Event listed with images
View Auckland	Event listed with images
FREE LISTINGS	
NZ Herald	Listed - done
Sunday Star Times	Listed - done.
Media - pitched and declined	
North and South	
SST - About Town	
NZ Herald - Linda Herrick	
NZ Herald - Time Out	
Pulp magazine	
Black Magazine	
City Scene	Won't feature as isn't Auckland City venue - declined.
Laingholm Roundabout	
Devonport Flagstaff	No Devonport resident to pitch
Debate	Publication closed for Nov/Dec/Jan.
NZ Musician	Pitched Gary Pritchard Jones - declined
Woman's Day	No appropriate story angle.
NZ Woman's Weekly	No appropriate story angle.
Maori TV	Pitched interview - no response
Asia Downunder	Date of event missed final show for 2006.
Nightline	
George FM	
National Radio - Sunday Arts	Pitched interview with Glenda and/or contestant - declined.
Concert FM	No appropriate story angle.
ZB	Pitched interview with Glenda Roberts - declined.
Viva	Pitched interview with Glenda Roberts - declined.

TRUST DEED

THIS DEED is made the day of March 2007

BETWEEN The Honourable **JUDITH TIZARD** of Auckland, Associate
Minister of the Arts, Culture and Heritage

(“the Settlor”)

AND **TERENCE GEORGE BATES** Businessman, **GREGORY
BOONE PRESLAND** Solicitor, **ROSS IAN CLOW** Managing
Director, **ALLAN ARTHUR WILD**, Architect, and **TIMOTHY
GRANT LIVINGSTONE** Chartered Accountant all of
Auckland

(“the Trustees”)

THIS DEED WITNESSES as follows:

INTERPRETATION OF DEED

1. Definitions and Interpretation

- a) In this Deed unless the context otherwise requires the following words and expressions have the meanings given to them in this Clause:

“The Trust” means **LOPDELL HOUSE DEVELOPMENT TRUST**.

“The Trustees” means the Trustees or Trustee for the time being of Trusts created under this Deed whether original additional or substituted. This term will be used interchangeably with the term “the Board” and “Board Members” in this Deed.

“The Trust Property” means the sum of **TEN DOLLARS (\$10.00)** and the property and investments from time to time representing the same and any property transferred to the Trustees and directed to be held on trust under this deed; and any further property whether real or personal which is otherwise acquired by the Trustees from any source and by any means whatever to be held on trust under this deed; and any further property whether real or personal which is otherwise acquired by the Trustees from any source and by any means whatever to be held on trust under this deed, and the moneys and investments from time to time representing such property and accumulations of income.

SIGNED by)
THE TRUSTEES)
in the presence of:)

..... TG Bates

.....RI Clow

.....AA Wild

..... G B Presland

.....TG Livingstone

..... Witness

..... Occupation

..... Address

APPENDIX "A"

1. The Trust is established for the benefit of the people of New Zealand exclusively.
2. The objectives for which the Trust is established are:
 - a) The purpose of promoting and advancing education and learning within New Zealand in relation to performing and fine art and in particular and without limiting the words "advancement" and "education":-
 - i) The development of the property known as Lopdell House Titirangi, Waitakere situated at 418 Titirangi Road and being Allotment 740 SO 59927 and including the buildings on the land include Lopdell House, Lopdell Hall and the associated carpark as an integrated facility for the promotion, advancement, education and learning of fine art and performing arts.
 - ii) If considered by the trustees to be appropriate, to negotiate with the Waitakere City Council, a right of tenure on such terms and such conditions as the trustees think fit for Lopdell House.
 - iii) If considered by the trustees to be appropriate, to complete all work necessary and incidental for the development of Lopdell House as an integrated art facility.
 - iv) If considered by the trustees to be appropriate, to assume the management of Lopdell House on terms to be negotiated with Waitakere City Council.
 - v) To seek funding to further the aims of the Trust.
 - b) The raising of funds and applying the same for any of the above purposes and any other purpose which is recognised as being charitable under the laws of New Zealand including but not limited to every purpose within the spirit and intent of the Statute 43 ELIZ.1C.4(1601) also known as the Charitable Uses Act 1601.

APPENDIX "B"

TRUST BOARD COMPOSITION AND OFFICERS

1. Appointment of Trustees and Officers

Appointment of Trustees

- a) The first Trustees will be the Trustees listed as Trustees on the front page hereof.
- b) The Trustees will have the power to appoint new Trustees, at a Special General Meeting. Any trustee appointed shall be a resident of New Zealand.
- c) In no case will there be less than four Trustees.

Officers

- a) The Board will elect from their number, at the first meeting of the Board and thereafter at such time as the Board shall think fit, a Trustee to fill the position of Chairperson.
- b) The Board may subsequently, at a Special General Meeting, elect from their number, Trustees to replace those in the existing positions of Chairperson, Vice Chairperson, Treasurer and Secretary from time to time or where a Trustee who holds such a position has vacated their position on the Board. For the sake of clarity, it is hereby agreed that one Trustee may hold several offices at one time.

2. Vacancies

- a) Any vacancies in the membership of the Board may be filled by appointment by the Board, at a Special General Meeting.
- b) Trustees positions on the Board will be vacated if a Trustee:
 - i) Becomes bankrupt; or
 - ii) By their actions or omissions brings the Board into disrepute; or
 - iii) Becomes of unsound mind or becomes a protected person under the Protection of Personal and Property Rights Act 1988; or
 - iv) Is convicted of an indictable offence, which is of a serious nature; or

- v) Resigns their office by notifying the Board in writing; or
- vi) Is absent from meetings of the Board, for 3 consecutive meetings without providing to the Board reasonable notice of their absence and/or a reasonable excuse for such absence; or
- vii) Is absent from New Zealand for a period of 3 months or more without leave from the Board; except for the non-resident trustee, if any, or
- viii) Dies; or
- ix) Is deemed by the remaining members of the Board to have failed to fulfil the duties of the Trustee.

MEETINGS

3. First Meeting of the Board

The first meeting of the Board will be held as soon as practicable after the execution of this Deed.

4. General Meetings/Special General Meetings/Annual General Meetings

- a) General Meetings of the Board will be held every month or such other times as the Board shall from time to time decide. In order to vote at any meeting a trustee shall attend such meeting, except the non-resident trustee, if any, may attend meetings by participating telephonically or by video conference, or in like manner, in real time, with actual attendance nonetheless being encouraged.

- b) **Special General Meetings**

Any Trustee may at any time call a Special General Meeting by providing all other Board members reasonable notice, in writing, of their intention to do so, and to state the reasons for the Special General Meeting. No business other than that for which the Special General Meeting has been called will be transacted at the Special General Meeting.

- c) **Annual General Meetings**

The Annual General Meeting of the Board will be held each year on a date and time as determined by the Board but in no case to be more than four months after the end of the financial year of the Trust.

- d) The business of the Annual General Meeting will be:
- i) To receive and consider the Annual Report; and
 - ii) To receive, consider and adopt the Annual Accounts of the Board including the income and expenditure account and Balance Sheet; and
 - iii) To appoint an Auditor; and
 - iv) To consider any resolution from Trustees, which has been given to each Board member, within a reasonable period of time, before the date of the meeting.

5. **Notice of Meetings**

Each Board Member and all creditors entitled to attend Board meetings will receive prior notification of forthcoming Board Meetings, within the time period required by the provisions of this Deed.

6. **Quorum for Board Meetings**

At all meetings of the Board the quorum for the transaction of business will be 3.

7. **Voting**

Every question before the Board will be determined by a unanimous vote of the Trustees.

8. **Minutes**

All proceedings of the Board will be recorded in the form of minutes entered into a minute book kept for that purpose.

9. **Resolutions of Rules**

- a) The Board, may by resolution make rules not provided for in this Deed for all or any of the following purposes:
- i) Regulating the proceedings of the Board and any committee of the Board and the conduct of meetings of the Board or any such committee;
 - ii) Providing for the custody of the property of the Trust and the custody of the common seal of the Trust.
 - iii) Prescribing the manner in which contracts will be made;

- iv) Providing for such matters as may be deemed necessary or expedient for carrying out the work of the Board,

as long as such rules made are not inconsistent with any of the provisions of this Deed or the objectives of the Trust.

- b) The Board, may at any time to add to, amend or revoke the rules made pursuant to the immediately preceding clause by unanimous resolution.
- c) Reasonable notice of every resolution proposed to be submitted to any meeting for the making of additions, amendments or revocation of any such rules made pursuant to the immediately preceding clause will be given to each member of the Board, prior to the date fixed for the meeting.

10. Irregularities in Board Proceedings

No act or proceedings of the Board or of any committee thereof or any person or persons acting as a member of the Board will be invalidated in consequence of there being a vacancy in the membership of the Board at the time of that act or proceeding or of the subsequent discovery that there was some defect in the entitlement of any person so acting to be a Board member or that he or she was capable of being or had ceased to be a member or that an insufficient number of meetings of the Board was held in any financial year.

POWERS, AUTHORITIES AND RESPONSIBILITIES

11. Powers of the Trust Board

- a) The Board will in addition to any of the powers and authorities conferred on it by law or any other provisions of this Deed have the following powers and authorities act on the Trust's behalf to promote, advance and enhance the exclusively charitable purposes of the Trust, by managing all the affairs of the Trust, using all or any of the powers
 - i) To enter into contracts of employment or service with any person, including the appointment of a Manager or Administrator to manage the affairs of the Trust on behalf of the Board, who may be delegated any of the powers and authorities of the Board, subject to any statutory restrictions (and with such limitations as shall be proper), and the payment of such remuneration to such persons as shall not exceed the market rate for such services.
 - ii) To administer the property, funds and other assets of the Trust inclusive of all grants, donations, bequests, endowments or gifts made to or vested in the Trust.

- iii) To accept and carry out any trusts attached to any such property, funds and other assets.
- iv) To enter into any contract, arrangement, understanding or partnership for sharing profits, co-operation, mutual assistance, union of interests, joint venture, reciprocal concession or otherwise with any person, carrying on, established, or engaged in any business, undertaking, operation or transaction which this trust is authorised by any specific or general clause of this Deed expressly or by implication or otherwise to carry on or engage in or any business, undertaking, operation, transaction, or venture which shall be capable of directly or indirectly benefiting the Trust.
- v) To carry on any businesses undertaking or operation (and for that purpose to stock any class of goods) capable of conveniently or profitably being carried on in connection with or in furtherance of and subject to the aims and objects of this Deed and not inconsistent or contrary thereto or which may be calculated directly or indirectly to enhance the value of or render profitable any part of the trust's undertaking, assets, property or rights.
- vi) To purchase take or lease or as a gift or otherwise howsoever acquire and hold land on the trusts hereof.
- vii) To purchase take on lease or as a gift or otherwise howsoever acquire and hold chattels of any kind on the trusts hereof.
- viii) To lease let or grant the use of land and/or buildings or part thereof held by the Trust upon such terms and in furtherance of the objects of the Trust as the Board may decide and to apply the rents, commission or other payments accruing therefrom to the objects of the Board.
- ix) To sell or otherwise dispose of any real or personal property vested in the Board in furtherance of the trusts hereof.
- x) To engage in any business or transaction capable of being conducted so as to directly or indirectly benefit the Trust and for that purpose to take or otherwise acquire and hold and dispose of shares in any company having objects similar to those of the Trust.
- xi) To enter into any arrangement with any local or central government authority or agency, which seems conducive to the Trusts purposes and to obtain from any such authority or agency, any rights, privileges or concessions which the Board may think desirable to

obtain and to carry out, exercise and comply with any such arrangements, rights and privileges and concessions.

- xii) To construct alter restore, improve, maintain, develop, work, manage, carry out or control any buildings or works or do anything whatsoever as shall be necessary or convenient or calculated to advance directly or indirectly the purposes of the Board, and to enter into contracts and arrangements of all kinds with architects, builders and others.
- xiii) To acquire, hire, operate and maintain any means of transportation whether of persons or of goods or both that the Board may deem necessary or desirable for the carrying out of the purposes of the Trust, and to make such charges for the use thereof as the Board will deem reasonable.
- xiv) To lend money (and charge interest on such moneys at no less than the commercial rates that exist at that time) to any person in furtherance of the purposes of the Trust.
- xv) To borrow from time to time at the discretion of the Board for the purposes of the Trust from any person, any sum of money on the security of all or any of the Trust property or any interest in such property (whether they may be present or future) and whether the security be a mortgage or charge with or without power of sale and the other usual powers on or any other security shall be proper or without security and generally upon such terms and conditions as to rate of interest as shall be no greater than the current market rate or to borrow money from the Trusts bankers on overdraft or otherwise as the Trust thinks fit.
- xvi) To invest subject to the terms of any trust or grant or endowment any money held by or on behalf of the Trust upon any securities which trust funds may be held by the Trustees in accordance with the Trustees Act 1956, or any other statutory authority, or pending disbursement of any money held by or on behalf of the Board to deposit the same as aforesaid so as to yield interest.
- xvii) To draw make accept and endorse discount execute and issue promissory notes cheques bills of exchange bills of sale warrants debentures and other negotiable or transferable instruments.
- xviii) To adopt such means of making known the activities and purposes of the Board as may seem expedient to the Board in particular but not so as to limit the generality hereof by advertising in the press by circulars and by publication of books periodicals brochures maps

and any printed and illustrated material whatsoever and by contributions to the press periodicals and books and also by films or any other means approved by the Board.

- xix) To print, publish, distribute and sell any books articles research monograph pictures, photographs, maps and any other works upon such terms and conditions as shall be reasonable and proper and agreed with the authors.
- xx) To make such charges for admission to property held by the Trust or to exhibitions displays lectures films and other education services arranged by the Board as the Board may deem reasonable.
- xxi) To obtain any privilege order or Town Planning ordinance classification designation allowed by law for enabling the Trust to carry out any of its exclusively charitable purposes for any other purpose which shall be directly or indirectly conducive to the carrying out of the purposes of the Trust and to oppose any proceeding application classification designation ordinance or by law which shall be likely to directly or indirectly prejudice the interests and objects and purposes of the Trust.
- xxii) To pay all or any of the expenses incurred in connection with the incorporation and establishment of this Trust.
- xxiii) To appoint managers agents or attorneys in New Zealand or in any part of the world for all or any of the purposes of the Trust and to remunerate such persons for their services by salary or commission or partly by both such one modes, and to accept the management, agency or attorney for any person on such terms which shall not exceed the market rates for such services rendered.
- xxiv) To apply the assets and income of the Trust howsoever derived towards all or any of the exclusively charitable objects, aims and purposes at all times.
- xxv) To provide sponsorships, grants and scholarships.
- xxvi) To do all or any of the above things as principals agents contractors trustees or otherwise and by or through agents trustees or otherwise and either alone or in conjunction with others.
- xxvii) To do all such other things as shall be conducive to the attainment of any of the purposes of the Trust or the exercise of any of the Boards powers and authorities.

xxviii) Without limitation to do all or any actions, in furtherance of the purposes of the trust, allowable by legislative common law.

- b) None of the powers or authorities conferred on the Board by this Deed will be deemed subsidiary or ancillary to any other power or authority conferred by this Deed, and the Board will be entitled to exercise all or any of the said powers and authorities independently or together. In the event of any ambiguity this provision will be construed so as to widen and not restrict the powers of the Board.

12. Deposit to Bank

All moneys received by the Trust will as soon as practicable after receipt, will be paid to the credit of the Trust at such trading bank or savings bank as the Board will from time to time appoint.

16. Withdrawals from Bank

No moneys will be paid out of, withdrawn, or otherwise removed from the bank or banks appointed by the Board except by the authority of the Board or its designates.

17. Cheques

Cheques drawn on the Trust's bank accounts and other negotiable instruments will only be signed as authorised by the Board.

18. Common Seal

- a) The Trust will have a Common Seal for use in signing documents to which it is party.
- b) The Board will provide for the safe custody of the Common Seal.
- c) The Common Seal will not be affixed to any document except pursuant to a Resolution of the Board and in the presence of at least two members of the Board who will add their signatures to the document as witnesses to the affixing of the Seal.

19. Accounts

- a) The Board will keep proper books of Accounts, recording full and complete accounts of all its affairs and transactions. The book of accounts will be kept at such place or places as the Board determines from time to time, and such book will be open always to the inspection of all Trustees.

- b) The financial year of the Board will commence on such date and expire on such other date as the Board shall from time to time determine.
- c) An independent auditor appointed by the Board will audit the Accounts of the Trust on an annual basis.

20. Indemnity

The Board Members will be indemnified by the Board from or against all losses and expenses incurred by them for all actions and inactions of any Board member unless such actions or inactions are criminal, grossly negligent or in the exercise of wilful misconduct.

21. Alterations to the Rules

Subject to the provisions of the Charitable Trust Act 1957 the provisions of this Deed may be added to or altered or revoked at a Special Meeting of the Board or its Annual General Meeting, provided that no alteration will be made which renders the aims and objects of the Trust non charitable or not be in harmony with the spirit and concept for which this Trust has been established. Provided further that there shall be no alteration to clauses 21, 22 and 23 of this Deed without the approval first being obtained in writing of the Department of Inland Revenue.

22. Winding Up

On the voluntary winding up or dissolution of the Board, all surplus assets, after payment of all costs, debts and liabilities, will be paid or disposed of, to or for the benefit of such charitable organisation or such charitable purposes within New Zealand as the Board or a Judge of the High Court of New Zealand may determine prior to winding up.

23. No Pecuniary Gain and Exceptions

Notwithstanding anything contained or implied into this Deed;

- a) No pecuniary gain will be made either directly or indirectly by a Trustee, except as follows:
 - i) The receipt of reimbursement from the Board of any reasonable cost incurred by the Trustee in connection with the affairs of the Trust; and
 - ii) Any reasonable remuneration to any Trustee for services actually rendered to the Trust by that Trustee.

- b) No Trustee or associated person (as defined by the Income Tax Act 1994) of such Trustee will by virtue of that capacity (whether directly or indirectly) determine, or materially influence in any way the determination of the nature or the amount of any benefit or advantage or income or the circumstances in which it is to be received, gained, achieved, afforded or derived by that person.
- c) The Trustees shall not sell, rent, lease or loan Trust assets at below market rates to any person (as defined in the Income Tax Act 1994)

24. Trustees to Comply with Restrictions

The Trustees of the Board, in determining all reimbursements, remuneration and charges payable in terms of this clause, shall ensure that the restrictions imposed are strictly observed.

25. Interested Trustee/Board Member

Any Trustee or Board Member who is, or may be, in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Trust is, or may be, concerned or involved shall disclose the nature and extent of that person's interest to the Board, and shall not take any part whatever in any deliberations of the Board concerning any matter in which that person is or may be interested.

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2007/2010 LOPDELL HOUSE DEVELOPMENT TRUST

PARTNERING AND FUNDING AGREEMENT

for the development of Lopdell House with financial
contribution by Waitakere City Council

PARTIES:

WAITAKERE CITY COUNCIL ("The Council")

LOPDELL HOUSE DEVELOPMENT TRUST ("The Trust")

BACKGROUND

- A.** Lopdell House is owned by Waitakere City Council and is currently occupied by the Lopdell House Society and other tenants.
- B.** The Council has earmarked the sum of \$5,000,000 in its Long Term Council Community Plan as a contribution to the costs of the refurbishment, development and strengthening of Lopdell House ("the Development Work").
- C.** The Trust wishes to assume operational responsibility for the development, design and construction of the refurbishment, development and strengthening of Lopdell House. The Trust will also seek funding from a variety of other sources for the Development Work.
- D.** The parties recognise that the principal objective will not be met unless heritage issues relating to the Development Work are resolved and the development enhances integration of Lopdell House into the surrounding area and reduces existing problems in the area such as parking.

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- E. The principal objective for both Parties is to develop Lopdell House into a significant regional art facility for the local community.
- F. The Council recognises that Lopdell House is capable of hosting significant arts events and providing economic benefits to Waitakere City. Council also wants to ensure wider community benefit by extending the community's ability to use and enjoy Lopdell House. Council recognizes the need for some operational investment to ensure Council's Community objectives are met through an appropriate mix of commercial, event and community use.
- G. The Parties will work together and use their collective resources and knowledge (other than that of a confidential nature) to assist each other from time to time to remedy issues relating to the performance of the principal objective.
- H. No change to the ownership or governance structures of Lopdell House should be interpreted as arising from anything in this Agreement.

TERMS OF THIS AGREEMENT

1. TERM

1.1. This agreement relates solely to the completion of the Development Work by the Trust.

1.2. This Agreement commences on the first day of April 2007 and expires the last day of June 2012 ("the Term").

2. FUNDING AND PAYMENT

2.1. Council will pay the Trust

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- (a) The sum of \$264,000 of funding from the Auckland Regional Services Trust held by the Council, plus accrued interest, seven days following execution of this agreement to allow the Trust to complete all set up activities, employ a Project Manager and commence initial design work anticipated by this agreement
- (b) Following the expenditure of the sum referred to in (a), a sum each month sufficient to cover the previous month's reasonable expenses incurred by the Trust excluding construction costs.
- (c) Construction costs incurred, upon provision of invoices, so that the Trust can meet its obligations under any tender accepted for Development Work.

2.2 Any difference of view as to what constitutes "reasonable" expenses will be addressed through the dispute resolution clause (Clause 12) of this Agreement.

3. DEVELOPMENT WORK

3.1. During the Term of this Agreement the Trust will apply the funding provided in Clause 2 to the performance of the Development Work described in Schedule 1 to this Agreement.

3.2. The Development Work will at all times be supervised by the Trust exercising all due care, diligence, and skill conforming with all applicable industry standards.

3.3 The parties shall before the commencement of detailed design work negotiate and agree upon a funding plan to cover the detailed design work and the anticipated construction costs of the Development Work. The Trust shall, prior to entering into any contract for the detailed design work or for the construction work, obtain the Council's written approval of the proposed contract.

4. TENURE

4.1 The development work will require the Council to grant tenure of Lopdell House to the Trust so that the Trust can advance its funding applications. The Trust acknowledges that there are existing tenants and users in Lopdell House and that their legitimate expectations ought to be respected as far as is practicable. The parties undertake to negotiate a tenure agreement suitable to both parties and reflecting the legitimate needs and expectations of both parties.

5. PERFORMANCE MEASUREMENT

5.1 The Trust will use its best endeavours to ensure that the timeline set out in Schedule 1 is met during the Term of this Agreement.

5.2 The Trust will regularly monitor achievement of the timeline during the Term and will provide to the Council (in a form approved by the Council) a written report covering the year to date as at 31 October 2007 and covering the previous six months every six months thereafter. Reports are to be provided before the 10th of the second month following the end of each report period, unless otherwise stated. For the avoidance of doubt by example, the October report will be required by 10 December and so on. Reports will contain, but are not limited to the following:

- (a) A brief description of the Development Work achieved to date,
- (b) A general overview of progress in relation to the timeline the success of each stage of the Development Work, what the factors were behind the level of success or lack of success and what steps The Trust is taking to meet all performance measures.
- (c) Financial Statements at three monthly intervals, detailing month by month progress and detailing the month and year to date performance allowing Council

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to understand how effective the grant is to meeting the completion of the Development Work.

5.3 Additional written reports will be provided to the Council by the Trust at such frequency as the Council may reasonably require.

5.4 Monthly meetings shall be held between the Council Representative and the representative of the Trust to discuss topics relevant to this Agreement.

5.5 Solely for the purposes of Council assessing compliance with the timeline set out in Schedule 1, the Trust will provide to the Council:

(a) A copy of the Trust's draft plan for the Development Work for approval by the Council, within three months of the signing of this agreement;

(b) A copy of generic risk management plans for the development within three calendar months of the signing of this agreement;

5.6 The Trust will allow Council access to records enabling the Council, should it wish to do so, to fairly and fully audit achievement of the timeline by the Trust.

5.7 If Council is notified that a key target date may not be met, or has not been, within 14 days of notification:

(a) The Trust will provide a full explanation and assessment of the circumstances surrounding the non-achievement, or potential non-achievement, of the particular target date, and the consequences of that failure, and

(b) The parties shall meet to discuss a possible variation of the Agreement or other remedy.

6. THE TRUST RESPONSIBILITIES

6.1 The Trust will use its best endeavours to ensure that in any publicity connected with the development the Council receives due recognition for its role as a funder of the Trust and the Development Work.

6.2 In any case where the Trust is authorised to use the Council's logo for promotional purposes it will comply in all respects with the Council's directions for the use of that logo.

6.3 The Trust will, throughout the Term:

(a) When using staff to conduct its operations and perform the Services, observe good employer principles;

(b) Comply with all of its obligations in relation to the health and safety of its employees, and visitors to Lopdell House during the period of the Development Work;

(c) Maintain, and provide the Council if requested with written evidence of adequate public liability cover in a sum not less than \$10,000,000 or such a lesser sum as Council may approve in writing.

6.4 A representative from the Trust will be available to attend and present if necessary to a Council Committee meeting at least six times during the Term of this Agreement. Council's representative will provide notice of the requirement to make a presentation at least one month prior to the Committee meeting.

7 THE COUNCIL'S RESPONSIBILITIES

7.1 The Council will expedite payment on a monthly basis of requests for funding to meet the reasonable expenses incurred by the Trust, and the Trust's obligations under a tender accepted for the Development Work, as outlined in Clause 2.1 (c) and (d).

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7.2 A representative from the Council will be available to attend and present if necessary to a Trust meeting at least six times during the Term of this Agreement. The Trust's representative will provide notice of the expected attendance at least one month prior to the meeting.

8. CO-OPERATION

8.1. The parties agree to co-operate with each other to the fullest possible extent during the Term of this Agreement so as to ensure that:

(a) The Trust achieves the Development Work programme set out in Schedule 1 and

(b) Council achieves maximum and best value for the funding provided under Clause 2 of this Agreement.

8.2 Each Party will appoint a Representative to be the principal point of contact between the Parties, as set out in Clauses 11.5 and 11.6 of this Agreement.

8.3 The parties will use their best endeavours to exchange information, on a proactive rather than reactive basis, in respect of all matters which are relevant to the performance of the development work. Requests for information will be actioned as soon as practicable and in any event within 20 working days.

8.4 The parties agree to communicate in the following manner with regards to the following issues:

(a) The Trust and Council will seek to reach agreement on a common stance before any public media comment is made.

(b) Initial contact about serious issues will be made at the Chief Executive level, not through other staff members of the Council or the Trust.

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(c) Where a matter has the potential to result in media statements or comment by either Party which may not be positive or endorsing of either's actions, the Chief Executives of each party will meet to discuss the matter fully and try to reach agreement on statements made publicly.

9 FORCE MAJEURE

9.1 Neither party shall be obliged to perform, and shall be deemed not to be in default of its obligations under this Agreement, if prevented in whole or in part from performing its obligations under this Agreement by reason of any matter beyond the control of either or both of the parties ("force majeure").

9.2 The parties forthwith upon the occurrence of force majeure will diligently do all acts and things which may be necessary or desirable to remove such force majeure as quickly as possible, but neither party shall be required to settle strikes, lockouts or other labour disputes or meet any claims or demands by government authority contrary to the wishes of that party which may be prejudicial to the interests of that party.

10 CANCELLATION

10.1 Either party may cancel this Agreement if the other party is in breach of this Agreement and, after receipt of written notice of the breach, the other party has not completed the steps required to be taken to remedy that breach within a reasonable period (but no less than 60 days) within which such action is required.

10.2 The Council may cancel this Agreement if at any time during the Term the Trust:

(a) Ceases, refuses or is unable (except as provided in Clause 5.7) to comply with the timelines as detailed in Schedule 1, or

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(b) Consistently fails to achieve the agreed targets set out in Schedule 1.

10.3 The Parties agree to co-operate to address any breach of the Agreement or failure to meet agreed targets that have the potential to result in the cancellation of the Agreement, including the use of the dispute resolution provisions of Clause 12 of this agreement.

11 MISCELLANEOUS

11.1 Relationship

Nothing in this Agreement shall be construed to create the relationship of master and servant, principal and agent, partnership or joint venture.

11.2 Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter and supersedes all prior agreements or undertakings, whether oral or written. The Trust confirms that in entering into this Agreement it has not relied upon any statement, warranty or other representation made or informations supplied by or on behalf of Council

11.3 Limitation of liability of trustees

The liability of the trustees for the time being of the trust is as trustees only and not personal and their liability is limited to the net assets of the trust.

11.4 Waiver

- (a) Waiver of a breach of this Agreement or any rights created by or arising upon default under this Agreement must be in writing and signed by the party granting the waiver.
- (b) A breach of this Agreement is not waived at law or equity by any failure or delay in exercise, or partial exercise, of any right or remedy available under this Agreement.
- (c) A right or remedy created or arising upon default under this Agreement is not waived by any failure or delay in exercise or partial exercise of that remedy.

11.5 Council's Representative

The Council's Representative will be a person nominated by the Chief Executive of the Council and will receive reports from the Trust, give and receive notices, and take responsibility for all matters relating to this Agreement on behalf of Council. Until otherwise notified in writing by the Director of City Services, Council's Representative is Naomi McCleary.

11.6 The Trust Representative

The Trust's Representative will be the chair of the Board of Trustees (or their nominee) and will write reports, attend meetings of the Council as required, give and receive notices, and take responsibility for all matters relating to this Agreement on behalf of the Trust.

11.7 Notices

- a) Any notice under this Agreement may be given as provided in the Public Law Act 1952 and in any event shall be deemed sufficiently served if:
 - i. Actually received by the addressee or its authorised representative; or

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ll Sent by post, fax or email to the service address as listed below. (Any notice sent by post shall be deemed to have been served on the day following posting.)

(b) The Trust's service address:

The Lopdell House Development Trust

(c) The Council's service address:

6 Henderson Valley Road
WAITAKERE CITY
Fax no: 836-8001
Attention: Naomi McCleary
E-mail: Naomi.McCleary@waitakere.govt.nz

(d) Either party shall by notice in writing notify changes to that party's service address any time and from time to time.

12 RESOLUTION OF DISPUTES

12.1 Notice of Dispute

In the event of a dispute between the parties, either party may provide to the other written notice adequately identifying the subject matter of the dispute or difference. The giving of this notice will be a condition precedent to the commencement by either party of litigation in respect of any dispute or difference. This clause does not however limit the right of either party to seek urgent interlocutory relief by way of Court proceedings.

12.2 Good Faith Negotiation

The parties will use their best endeavours to resolve all disputes by good faith negotiation. Any dispute may be referred to the Chief Executives of both parties for their personal attention and negotiation.

12.3 Mediation

If the matter cannot be resolved by negotiation, the matter will be referred to mediation by a mediator agreed between the parties and failing agreement by a mediator appointed by a President for the time being of the Auckland District Law Society or the President's nominee.

Signed for and on behalf of THE TRUST

CEO _____

Date

Signed for and on behalf of Waitakere City Council

CEO _____

Date

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SCHEDULE 1

Action	Start	Finish
Stage 1 - Establishment		
New Trust established	Feb-07	Mar-07
Membership of Trust finalised	Feb-07	Mar-07
Partnership agreement with WCC negotiated and agreed	Feb-07	Mar-07
Terms of Trust tenure negotiated	Feb-07	Mar-07
Funding Plan developed	Mar-07	Sep-07
Establish relationship with Historic Places Trust	May-07	Jul-07
Annual Plan submission	Apr-07	May-07
Project Manager Position established	Mar-07	Mar-07
Payment under clause 2.1(a) received	Mar-07	Apr-07
Project Manager position advertised and appointed	Mar-07	Apr-07
Stage 2 - Detailed Design		
Application for detailed design and resource consent budget	Apr-07	Jun-07
DD & RC budget secured	Jun-07	Jul-07
Anchor commercial tenant secured and involved in design consultation	May-07	Jul-07
Detailed design complete and agreement reached with Council	Jul-07	Sep-07
Stakeholder and public consultation	Aug-07	Oct-07
Construction funding application to ASB Trust & Portage	Sep-07	Nov-07
Stage 3 - Construction		
Planning approval (Addition) secured	Nov-07	Feb-08
Tenders (Addition) let	Feb-08	Apr-08
Construction (Addition) commences	Apr-08	Jun-12

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Planning approval (Renovation) secured	Nov-07	Feb-08
Tenders (Renovation) let	Feb-08	Apr-08
Construction (Renovation) commences	Apr-08	Jun-12
Planning approval (Further Works) secured	Nov-07	Feb-08
Tenders (Further Works) let	Feb-08	Apr-08
Construction (Further Works) commences	Apr-08	Jun-12