

**DEED OF GIFT WITH RIGHTS OF
REVOCATION**

between

Hamilton City Council

and

Clarence Street Theatre Trust

PARTIES

1. **HAMILTON CITY COUNCIL** ("Donor")
2. **CLARENCE STREET THEATRE TRUST** ("Donee")

each a party and together the parties.

BACKGROUND

- A. The Donor is the owner of the Property.
- B. The Trustees of Creative Waikato Trust presented the Proposal from The Clarence Street Theatre Working Party to the Donor in October 2014.
- C. The Donee has been incorporated for the purposes set out in the Proposal.
- D. The Donor wishes to gift the Property to the Donee on the terms set out in this Deed.
- E. The Donee wishes to accept the gift of the Property on the terms set out in this Deed.

OPERATIVE PART:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions:** In this deed, unless the context indicates otherwise:

- (a) **Business Day** means a day on which banks are open for business in Hamilton, New Zealand but excluding Saturday or Sunday and "Business Days" has a corresponding meaning;
- (b) **Donee** means Clarence Street Theatre Trust;
- (c) **Donor** means Hamilton City Council;
- (d) **Equipment** means those assets owned by the Donor and now located within the Property as set out in Schedule 2;
- (e) **KPIs** means the key performance measures that the Donee must achieve during the Revocation Period as set out in Schedule 4;
- (f) **Property** means the building owned by the Donor situated at 59 Clarence Street, Hamilton known as the Clarence St Theatre and shown in the floor plan set out in Schedule 1, together with the Equipment, but specifically excluding the land on which the building is situated;
- (g) **Proposal** means the proposal presented to the Donor by Clarence Street Theatre Working Party in October 2014 as set out in Schedule 3;

- (h) **Report** means the report that the Donee must provide to the Donor in accordance with Schedule 4(e), such report to include:
- (i) the latest set of financial accounts prepared for the Donee, together with its latest annual report;
 - (ii) certification from the Donee's trustees that the Donee has kept the Property unencumbered and free from any charges whatsoever and has not offered the Property as security;
 - (iii) evidence of all insurance required by Schedule 4(h);
 - (iv) details of the activities undertaken by the Donee in the year immediately past to achieve the KPI set out in Schedule 4(k)(i)(A) concerning audience development, and details of whether or not that KPI has been achieved;
 - (v) details of whether or not the KPI set out in Schedule 4(k)(i)(B) concerning venue utilisation has been achieved;
 - (vi) a plan setting out the proposed activities to achieve the KPI set out in Schedule 4(k)(i)(C) concerning non-commercial use and community engagement in the coming year, and details of whether or not that KPI has been achieved; and
 - (vii) any other details reasonably requested by the Donor;
- (i) **Revocation Period** means the period contemplated in clause 4.1(a) being the period from the date of this Deed until the third anniversary of the Settlement Date;
- (j) **Right of Revocation** means the Donor's right to revoke the gift of the Property in accordance with clause 4 of this Deed;
- (k) **Settlement Date** means Tuesday, 30 June 2015 or such other date as the parties may agree; and
- (l) **Transitional Plan** means the practical matters to be agreed between the parties so as to ensure the smooth transition of all ongoing activities at the Property and the transfer of all locking systems, utilities, services, and the like, as set out in Schedule 5.

1.2 **Interpretation:** In this Deed, unless the context indicates otherwise:

- (a) **Defined Expressions:** expressions defined in the main body of this Deed have the defined meaning throughout this Deed, including the background and the Schedules;
- (b) **Headings:** clause and other headings are for ease of reference only and will not affect this Deed's interpretation;
- (c) **Clauses:** references to clauses are to clauses in this Deed; and

- (d) **Legislative references:** references to specific legislation contained in this Deed are deemed to be replaced by references to any legislation that modifies, substitutes for, or succeeds that legislation.

2. GIFT OF PROPERTY AND FUNDS

- 2.1 Subject to clause 4, the Donor gifts the Property to the Donee free of any debt, income tax or transfer expenses on the Settlement Date. The Donor acknowledges that the Donee is not liable and is not obliged to continue with the arrangements between the Donor and Montana Catering and the Donor will ensure such arrangements in respect of the Property are terminated on or before the Settlement Date.
- 2.2 The parties acknowledge and agree that as per the valuation received from Colliers International and already distributed to the parties, the Property is valued at \$1,525,000.00.
- 2.3 Risk in the Property will pass to the Donee on the Settlement Date.
- 2.4 After settlement occurs, the parties agree that the Donor will have no responsibilities whatsoever in relation to or in connection with the Property except for in its regulatory capacity.
- 2.5 The Donee acknowledges that:
- (a) it has inspected the Property and has made its own enquiries as to its condition and/or suitability for its purpose, and agrees to receive the Property from the Donor on an as is, where is basis on the Settlement Date;
 - (b) the Donor gives the Donee no guarantees, warranties, or undertakings in relation to, and has made no representations about, the condition of the Property or its suitability for the Donee's purpose. Except as expressly set out in this Deed and to the fullest extent permitted by law all warranties and guarantees whether implied or express and whether arising by statute or otherwise are excluded;
 - (c) it will be liable from the Settlement Date to pay the rates imposed on the Property by the Donor in its regulatory capacity; and
 - (d) it is obliged and will be obliged to enter into an arrangement with Ticketek in relation to ticketing services at the Property (which arrangement must be conditional on Ticketek releasing the Donor from any and all obligations in relation to the Property (and incidental to such release, the Donor must not incur any liability to Ticketek)). If the Donee does not enter into such arrangement with Ticketek then the Donee is liable to take an assignment of the Donor's obligations in relation to the Property with Ticketek and the Donee will cause and procure that the Donor has no liability to Ticketek arising from the assignment of its obligations to the Donee.
- 2.6 The Donor warrants that it is the sole owner of the Property and that it is unencumbered in all respects.
- 2.7 The Donee will, on the Settlement Date (or as soon as reasonably practicable after that date), gift to the Donee an amount of \$75,000.00 which must be applied by the

Donee to its operational purposes as contemplated by the Proposal and in furtherance of achieving the KPIs.

2.8 During the Revocation Period, the Donor agrees to gift the Donee the lesser of \$150,000 or 20% of the total cost of the Works (that term being defined below) which is to be applied towards the Donee completing earthquake-strengthening works on the Property which works must be completed by the first anniversary of the Settlement Date. The earthquake strengthening works must only be undertaken on those parts of the Property identified as at the Settlement Date as requiring earthquake-strengthening works ("Works"). The payment under this clause is payable:

- (a) only on the Donee producing to the Donor valid contractor/third party invoices evidencing completion of the Works; and
- (b) in two equal amounts, as follows:
 - (i) the first will be on the first anniversary of the Settlement Date; and
 - (ii) the second will be on the second anniversary of the Settlement Date.

3. ACCEPTANCE OF PROPERTY

3.1 Subject to clause 4, the Donee accepts the gift of the Property to the Donee free of any debt, income tax or transfer expenses on the Settlement Date.

4. RIGHTS OF REVOCATION

4.1 The parties agree that if:

- (a) the Donee fails to achieve any of the KPIs at any time during the Revocation Period and such failure is not remedied by the Donee within 20 Business Days of receiving written notice to remedy from the Donor; and/or
- (b) at any time the trustees of the Donee resolve to wind up the Donee in accordance with its rules or it is otherwise wound up or dissolved; and/or
- (c) at any time the Donee wishes to transfer, sell, lend, lease, and/or otherwise part with possession of the Property -

then the Donor may (but cannot be obliged to) revoke the gift of the Property by 10 Business Days' written notice to the Donee.

4.2 If the Donor exercises its Right of Revocation, the Donee will promptly do all things when requested by the Donor to immediately transfer the Property to the Donor, and the Donee hereby irrevocably appoints the Donor as its attorney for this purpose. The Donor may recover all costs reasonably incurred in effecting such a transfer (including without limitation costs on a client-solicitor basis) from the Donee as a debt.

4.3 If the Donor exercises its Right of Revocation, the Donor will have no liability to the Donee or any third party whatsoever for any matters related to the exercise of its Right of Revocation and no compensation will be payable from the Donor to the Donee or any third party.

5. DONOR'S ROLE AS REGULATOR

5.1 Nothing express or implied in this Deed will constrain or restrain the Donor's powers and obligations as a regulator.

6. DISPUTE RESOLUTION

6.1 If any dispute or difference arises between the parties in respect of any matter concerning this Deed the parties will act in good faith and use their best endeavours to resolve the dispute or difference.

6.2 If no resolution is reached within 10 Business Days, the matter will be referred to a nominated senior representative of each party for resolution.

6.3 If the senior representatives cannot resolve the matter within 10 Business Days of the dispute being referred to them, either party may give written notice of its intention to refer the dispute or difference to mediation.

6.4 If a request to mediate is made then the parties will endeavour to agree on a mediator and will submit the matter and dispute to the mediator. All discussions and the mediation will be without prejudice and will not be referred to in any later proceedings. The parties will bear their own costs in the mediation and will each pay half of the costs of the mediator.

6.5 If the parties do not agree on the appointment of a mediator within a reasonable time, or either of the parties rejects any report or recommendation made by a mediator, the dispute will be referred to arbitration under and in accordance with the Arbitration Act 1996.

6.6 Pending resolution of any dispute the parties will continue to perform their obligations under this Deed without prejudice to their respective rights and remedies.

7. INDEMNITY

7.1 The Donee will indemnify the Donor and its officers, employees, agents and advisors against all costs, claims, losses, or actions arising directly or indirectly out of the provision of the Property to the Donee or out of any breach of the terms of this Deed by the Donee.

8. NOTICES

8.1 For the purposes of this Deed, all notices must be forwarded to the contact person nominated in writing by each Party for that purpose from time to time. At the date of this Deed, the nominated contact persons are:

Donor:
Sean Murray
General Manager
Hamilton City Council
Garden Place, Hamilton
Fax: (07) 838 6599
Email: Sean.Murray@hcc.govt.nz
Post: Private Bag 3010
Waikato Mail Centre
HAMILTON 3240

Donee:
Chris Williams
Clarence Street Theatre Trust Chairperson
c/- King Street Advertising
13 King Street
Telephone: 07 847 3590
Fax: 07 847 3591
Email: chris@kingst.co.nz

- 8.2 All notices given must be given in writing and delivered by hand, facsimile, email or by ordinary post. Notice given by email will be deemed received at the time the notice leaves the information system of the sender unless a failure, delay or error notice is received by the sender. Any notices received after 4 PM on a Business Day will be deemed to have been received on the following Business Day.

9. **VARIATIONS**

- 9.1 Any modification to or variation of this Deed must be in writing and signed by the Parties.

10. **ASSIGNMENT AND SUBCONTRACTING**

- 10.1 The Donee may not assign, transfer, mortgage, charge, or sub-contract any of its rights or obligations under this Deed.

11. **RELATIONSHIP BETWEEN THE PARTIES**

- 11.1 Nothing in this Deed will be construed as implying that the relationship between the Donor and the Donee is that of agency, trust, partners, joint venturers, or employer and employee. Neither party may act on behalf of the other.

12. **COSTS**

- 12.1 Each party will pay its own costs and disbursements of and incidental to the preparation, completion, and execution of this Deed.
- 12.2 The Donee will pay to the Donor on demand any costs and expenses incurred by the Donor (including but not limited to costs on a solicitor-client basis) in attempting to have any default of the Donee remedied under this Deed.

13. **PUBLIC STATEMENTS**

- 13.1 Neither party will make any public announcements about anything related to this Deed, without first obtaining the approval of the other party, unless the announcement is of a general nature, is not critical of the other party, and is not commercially sensitive.

14. **GOVERNING LAW**

- 14.1 This Deed will be governed by and construed in accordance with the laws of New Zealand. The parties agree to and submit themselves to the non-exclusive jurisdiction of the courts of New Zealand in relation to all matters concerning the interpretation and operation of this Deed.

15. **WAIVER**

15.1 No waiver, delay, neglect or forbearance by either party in enforcing against the other party any provision in this Deed will be a waiver, or in any way prejudice any right of that party.

16. **SEVERABILITY**

16.1 If any provision of this Deed is found to be illegal, invalid or unenforceable, that provision will be read down to the extent necessary and reasonable in all circumstances to give it a valid operation or partial character. If any provision cannot be so read down, it will be void and severable and the remaining provisions of this Deed will not in any way be affected or impaired.

EXECUTED AS A DEED

SIGNED for and on behalf of)
HAMILTON CITY COUNCIL)
by its Chief Executive Officer)
in the presence of:)

Witness signature

Witness name:

Occupation:

Address:

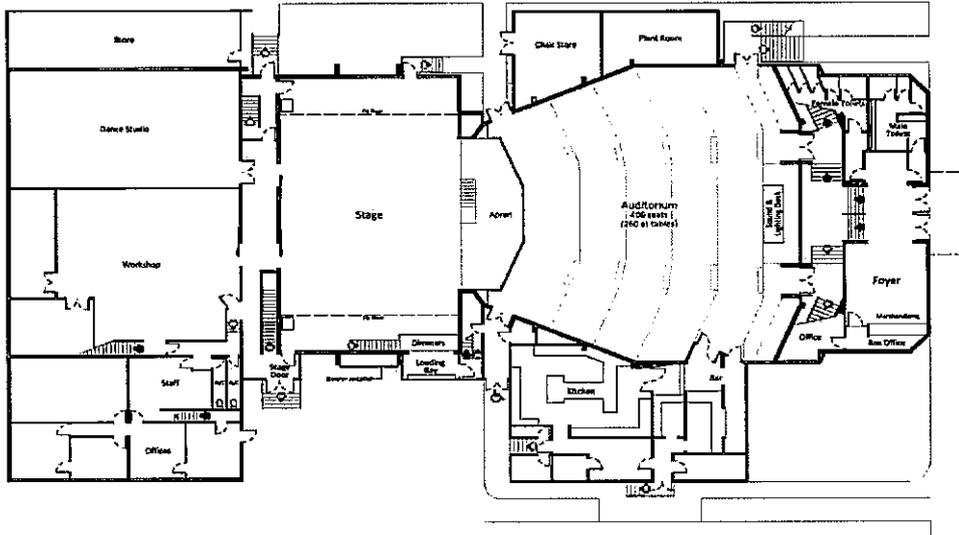
THE COMMON SEAL of **THE**)
CLARENCE STREET THEATRE TRUST)
was affixed in the presence of:)

Trustee) _____

and)

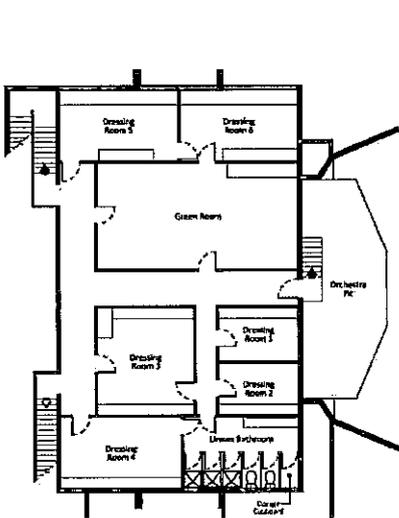
Trustee) _____

SCHEDULE 1 Buildings

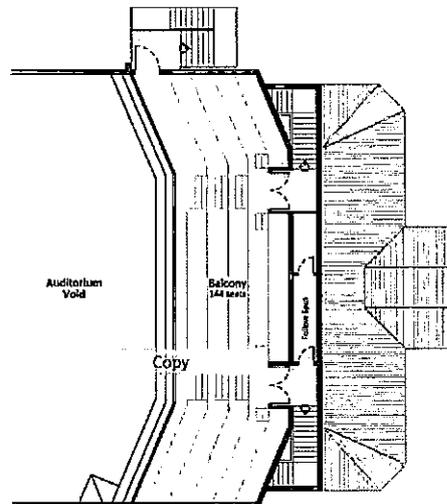


CLARENCE ST THEATRE GROUND FLOOR

EVENTS ARTS ENTERTAINMENT
Hamilton City Theatres



BASEMENT LEVEL



BALCONY LEVEL

CLARENCE ST THEATRE BALCONY LEVEL AND BASEMENT PLAN

EVENTS ARTS ENTERTAINMENT
Hamilton City Theatres

**SCHEDULE 2
Equipment**

[To be inserted]

Clarence St Theatre Equipment & Fixed Assets 2014				
Resident Location	Description	Unit	Unit Measure	Notes
	FIXED ASSETS			
	CLARENCE ST THEATRE AV SYSTEMS			
	<i>Clarence St Main Amp Rack Ancillary Equipment</i>		1 EA	
CST	Rack 48 U		1 EA	
CST	Audio rack - HAL, power distro, speaker patch and stage return patch		1 EA	
CST	Australian monitor hum eliminator		1 EA	
CST	Power Distribution Board Custom 8U cw Zelio Smart Relay & contactors		1 EA	
	<i>Clarence St Main Amp Rack Hearing Aid Loop & Monitoring</i>		1 EA	
CST	DBX zone pro 640		1 EA	
CST	Gilderfluke - SD10 audio repeater		1 EA	
CST	Australian monitor AMIS120P - HAL		1 EA	
CST	Ampetronic induction loop driver 100G - HAL		1 EA	
CST	Rane 6CH Amplifier		1 EA	OLD 3ch's dont work
CST	Australian monitor 100volt ceiling speaker - Foyer & LX control		6 EA	
CST	Australian monitor 100volt volume control - LX Control		1 EA	
CST	Foyer Volume control - FOH Office		1 EA	
CST	Foyer Remote announce circuit		1 EA	
	<i>Clarence St Audio Patching</i>			
CST	OP microphone patch bay		1 EA	
CST	PS microphone patch bay		1 EA	
CST	Pit microphone patch bay		1 EA	
CST	OP speaker patch bay		1 EA	
CST	PS speaker patch bay		1 EA	
CST	Pit speaker patch bay		1 EA	
CST	Floor dip speaker patch		10 EA	
CST	FOH to Stage 24 way XLR patch multi		1 EA	
CST	FOH 24 way Returns to Main Amp Rack audio patch bay		1 EA	
	<i>Clarence St LX Dimmer Patch, DMX Patch & Non Dim Etc</i>			
CST	House Light dimmer control		1 EA	
CST	Backstage blue light system & control panel		1 EA	
CST	Dimmer Floor Non Dim Cct's - 12 ccts		1 EA	
CST	Remote LX Dimmer patch fields - 216 ccts		18 EA	
CST	Floor Dip ccts 10 pole weiland style (48 ch)		8 EA	
CST	Lighting Control Room DMX/Data Rack, 6U Wall mount rack, c/w Data 32 port patch, 2U DMX patch		1 EA	
	<i>Clarence St House Dimmers</i>			
CST	12 channel dimmer, DMX- Theatrelight		8 EA	1 unit currently in repair- will replace with like if not able to be fixed
CST	Jands FP12WM 12ch wall mount dimmer (FOH cct's)		4 EA	
CST	19" RACK 30U		1 EA	
CST	DMX splitter LSC 10port		1 EA	
	<i>Clarence St CCTV</i>			
CST	Panasonic 21" TC-20L3Z Television		2 EA	
CST	Panasonic 21" TC-20L3Z Television inc Wall Bracket		1 EA	
CST	Mustek 15" LCD Television inc Wall Bracket		3 EA	
CST	Panasonic 32" TH-L32X20Z Television inc wall bracket		4 EA	
CST (green room)	Panasonic 42" P42X20Z Television inc wall bracket		1 EA	
CST (foyer)	Sony 40" KLV40S400A Television inc wall bracket		1 EA	
CST	Panasonic 14" TC-14L3Z Television		3 EA	
CST	Panasonic 14" TC-14L3Z Television inc wall bracket		1 EA	

Clarence St Theatre Equipment & Fixed Assets 2014				
Resident Location	Description	Unit	Unit Measure	Notes
	Clarence St CCTV In House systems			
CST	Modulator and RF Distribution Panel		1 EA	
CST	Remote CCTV Panels inc cabling		18 EA	
CST	CCTV - splitter, amp		1 EA	
CST	UHF Aerial		1 EA	
CST	CCTV camera Sony 470 TVC		1 EA	
CST	IR series 3000/ LED IR transmitter		1 EA	
CST	Level One AV9201 Cat 5 video send/receiver (foyer)		1 EA	
CST	Aerial Box T1020 UHF set top Freeview		0 EA	not functional/ didn't pass test
	Clarence St Inhouse Clearcom			
CST	Comms Patch remote outlets		17 EA	
	Clarence St In House DATA networks			
CST	Fibre termination to building		1 EA	
CST	Data Rack patchfields - LX Control, Audio Rack		1 EA	
CST	Remote Data panels		16 EA	
	CLARENCE ST THEATRE AV SYSTEMS Subtotal			
	CLARENCE ST THEATRE IN HOUSE STAGING SYSTEMS			
	Portable Stage Steps			
CST	wooden riser steps 1.2m x 0.6m		2 EA	
CST	Step balustrades - wooden		2 EA	
	Clarence St In House staging systems			
CST	Pit cover		1 EA	H&S concern if removed
	Clarence St Stage Fly System			
CST	Handline set - 13m batten, 3 rope set, blocks and horns		21 EA	
CST	House curtain counterweight system		1 EA	
CST	Fire curtain counterweight system		1 EA	
	Clarence St Stage Winch System			
CST	PWB Anchor 500KG hand winch - 13m steel ladder truss, wire rope, 3 way spreader, header block bridle, safety chain system, inc safety chains		8 EA	
	Clarence St Stage Fly System Portable Equipment			
	Clarence St House Drapes & Fittings			
CST	Wool serge Black Tab 7m x 6.6m @50% fullness		6 EA	
CST	Wool serge Black Leg 7.2m x 3.75m		8 EA	
CST	Wool serge Black border 14m x 3.6m		3 EA	
CST	PVC Cyclorama - 12.5m x 7.2m, white		1 EA	
CST	House curtain - 12.5m x 6.6m, velvet, vegas blue		1 EA	
CST	Fire curtain - 11.2m x 7m		1 EA	
CST	Black Skirt for Rear of Pit 1.2M x 10.5M, used when pit is out		1 EA	
CST	Dance Studio Curtain		1 EA	
CST Mid stage, down stage, upstage	Herbers tab track - 14m(2 x 7.8m), runners, pulleys system, 45m rope and sand bag		3 EA	
	CLARENCE ST THEATRE IN HOUSE STAGING SYSTEMS			
	Clarence Street Misc Equipment			
	Instruments			
CST	Yamaha Piano U1E serial # 4774996 + cover and stool		1 EA	
CST	Yamaha Piano H1687901		1 EA	
	Furniture			
CST	clothes rack - A frame		1 EA	
	Meeting & Function Equipment Hire			
Setstore room	Trestle tables wooden 2.4m		31	
	Trestle tables wooden 800mm		2	

Clarence St Theatre Equipment & Fixed Assets 2014				
Resident Location	Description	Unit	Unit Measure	Notes
	Office Furniture			
FOH office	Desk - 5 draw grey		1	
Front counter	Chair - pink padded high backed chairs		2	
FOH office	Brown Credenza 2 door lockable		1	
FOH office	2 door white cabinet		2	
	Office Equipment			
FOH office	Safe Ekea - combination and lockable		1	
	Tables			
Green Room	Coffee Table - glass top		3	
Green Room, FOH office, setstore room	Cafe table grey Top		10	
Green Room	Glass Top Dining Table		1	
	Seating			
Green Room/Dr4	Couch - Black 2 Seater		2	
	Couch - Black 3 Seater		1	
Green Room	Ottoman - Black		3	
Dressing rooms/workshop	Sebel Red plastic "Program" chairs		89	
Foyer	Ottoman - long blue		3	
Green Room	Black Plastic Cafe Chairs		6	
Dance Studio	Red long benches		5	
FOH, foyer office	Black cantilever arm chairs		4	
Followspot box	Brown padded stackable chairs		2	
Setstore room - Auditorium	Black/Grey Sebel Progress padded removable seats		406	
	Black Sebel progress Arms		450	EA
	Kitchen Equipment			
FOH office/Green Room	Microwave - Panasonic		2	
FOH office	Small Fridge Whirlpool		1	
Green Room	Fridge/Freezer Elba Fisher & Paykel		1	
Backstage Kitchen	fridge Prima		1	
	Dishwasher		1	
	Microwave		1	
	Artwork/Display			
Foyer	Foyer Mural - 2007/2008		1	
	Miscellaneous			
Auditorium, Foyer area	Rubbish Bins - Silver square		10	EA
Dressing rooms 6,2,1,5, green room	Dimplex fan heaters fixed to wall		5	
Cleaners cupboard	back pack vacuum cleaners		3	
Setstore room	Table Trolleys		4	
CST	Clark Floor Scrubber		1	EA
	Catering Kitchen equipment			
CST Kitchen				
	Gas ovens with 6x ring burners;		2	
	Commercial dishwasher		1	
	Bain-marie		1	
Bar:				
	Counter top glass door fridge		1	
Auxiliary Bar:				
	Commercial glass washer		1	

Clarence St Theatre Equipment & Fixed Assets 2014				
Resident Location	Description	Unit	Unit Measure	Notes
Technical Services Equipment 2014				
Audio				
Monitor Systems				
CST	Fostex speaker horn	2	EA	
Out Board FX & Dynamics				
CST	Mirex EQ	2	EA	
Clarence St Sound System				
CST	Turbosound TCS 12m - stage monitor	4	EA	
CST	Turbosound TQ230 - infill speaker	2	EA	
CST	Turbosound TCS-56 - center speaker cluster	3	EA	
CST	Turbosound mid/high - Hi Light series	2	EA	
CST	Turbosound long throw - Hi Light Series	2	EA	
CST	Turbosound single 18" sub	2	EA	
CST	Peavey Media Matrix processor	1	EA	
CST	Peavey Media Matrix BOB processor	1	EA	
CST	QSC RMX 1850 HD amplifier	8	EA	
Clarence St FOH Sound Rack Ancillary Equipment				
		1	EA	
CST	Rack 30U	1	EA	
CST	19" jack Bantam patch bay 48 way	1	EA	
CST	Power Distribution module 2U	1	EA	
CST	Pioneer CD Player PDS707	1	EA	
CST	Tascam Tape Deck	1	EA	
CST	Rane Graphic EQ 31 band	3	EA	
Microphones				
Assorted Microphones				
CST	beyer dynamic - MCE8611 shotgun show - relay FOH	1	EA	
Audio Consoles				
CST	Ramsa - Ramsa WR-S4424 desk	1	EA	
Lighting				
Fresnels & PC's				
CST	Strand Harmony Fresnel 1 K - 1000 W theatre light	48	EA	
CST	Strand Harmony Fresnel 1 K - 1000 W theatre light	4	EA	
CST	Strand Harmony PC 1 K - 1000 W theatre light	4	EA	
CST	Selecon Mini PC - 650 W theatre light	3	EA	
Zoomspots				
CST	Selecon Zoomspot 18/34 - 1200 W theatre light	24	EA	
CST	Selecon Zoomspot 8/16 - 1200 W theatre light	6	EA	
CST	Selecon Zoomspot 16/30 - 650 W theatre light	6	EA	
CST	Selecon Zoomspot 24/40 - 650 W theatre light	2	EA	

Clarence St Theatre Equipment & Fixed Assets 2014				
Resident Location	Description	Unit	Unit Measure	Notes
	Cyc's			
CST	Berkey Colortran FAR Cyc floods - 1200 W/ lamp flood light, 4 lamps per unit- out of service		4 EA	
CST	Strand Iris 4 Cyc Floods - 1200 W/ lamp flood light, 4 lamps per unit		4 EA	
	Followspots			
CST	Robert Juliet 575 W HMI - Follow spot including stand		2 EA	
	Effects lights			
CST	Color Kinetics LED Strip eW Flex SLX 25M c/w strip, channel, PSU, DMX Controllers		1 EA	
	Worker fittings			
CST	1Kw Flood - Halogen lamp Worker flood		4 EA	
CST	400 w Worker flood discharge		3 EA	
	LX Control			
CST	Strand 530i - Lighting console w Genius+Pro software		1 EA	
	Communication			
	Clarence St Clearcom			
CST	Clear Com base station MS222, 2-way		1 EA	
CST	Clearcom Belt pack RM-201		4 EA	
CST	Clearcom Headset double muff CC-260 or single muff CC-95		6 EA	
CST	Clearcom rackmount RM220- FOH audio/ lighting desk		2 EA	
	Stage - misc			
	Music Stands			
CST	Seecol music stands		14 EA	
	Lecturns			
CST	Wooden MDF lecturn		1 EA	
	Cables & Electrical			
	NL4 Speaker Cable			
CST	NL4 speaker cable - 10m		6 EA	
	Power Extension Leads			
CST	AC Extension Lead 10 Amp various		10 EA	
	Lighting Looms			
CST	6way loom Stage dips		10 EA	
CST	6way loom- Lighting bars		27 EA	
CST	6way loom- Box		2 EA	
CST	4way loom- Perches		6 EA	
CST	16way loom FOH bar 1		1 EA	
CST	16way loom FOH bar2		1 EA	
CST	6way loom Balcony LX rail		1 EA	
	Access, ladders, towers etc			
	Clarence ST EWP			
CST	Genie GR-20 (compliant to 2017)		1 EA	serial# GR08/10598
	Miscellaneous items- Store room			
CST	Wooden ramp (Drury Lane)		1 EA	
CST	Wooden plinth 1.2m x 1.2m x 0.3m		2 EA	
CST	Wooden riser blocks 1.2m x 1.2m x 0.3m		2 EA	
CST	Assorted steel pit framing & wooden pit surrounds			
CST	Stainless steel handrail		1 EA	ex balcony
CST	Wardrobe rack, rolling, metal		3 EA	
CST	Bistro tables- grey 500mm x 600mm		6 EA	
CST	Carpeted panels 2m x 1.2m		7 EA	

SCHEDULE 3
Proposal

The Clarence St Solution

Proposal from the Clarence St Solution Working Party to
Hamilton City Council
Supported by Creative Waikato
October 2014



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Proposal Objective

1. Protect and preserve Clarence St Theatre for Hamilton
2. Transform Clarence St into a vibrant, sustainable, community managed facility and realise its potential
3. Utilise Clarence St to bring together and support the vibrant performing arts groups in Hamilton
4. Preserve the reputation of Hamilton and its Council as a place that cares about and invests in its culture

Executive Summary

The Hamilton City Council Theatres Review published in 2013 recommended the sale of Clarence St Theatre due to its low utilisation and high cost to Council. Further inquiry into the needs of the community and cultural sector by Creative Waikato revealed that the theatre in fact has significant potential. The core reasons for Clarence St Theatre's underperformance are accessibility, affordability, and lack of strategic programming and community engagement.

Clarence St Theatre has clear potential to be transformed into a sustainable and thriving cultural and performing arts hub. Community consultation and both quantitative and qualitative research confirms these assertions. Discussions with the community revealed that most music and performance art groups in the city are effectively homeless 'gypsies' and are in dire need for affordable and accessible places in which to gather, develop and perform. Lack of accessibility to storage, rehearsal and administrative spaces are also issues of key importance.

The Hamilton performance sector, and in this case more specifically musical groups have the potential to come together for the first time under the Clarence St Theatre banner and to work together collaboratively. Such a model will deliver creative growth for the whole city. Creative quality and competence will improve, technical expertise will sharpen, audiences will multiply and reputation will soar.

Theatres lie at the absolute heart of creative expression in communities. Clarence St Theatre is currently Hamilton's most technically complete and fit for purpose theatre. To dispose of Clarence St would represent wastage at an unprecedented level and a death-knell for the creative future of Hamilton.

Therefore, this proposal is in fact, very simple.

Let us together save this Hamilton cultural asset, work together and create something of extraordinary value for future generations of Hamiltonians.

Financial Overview

The following table is a top line summary of the completed financial modeling, as requested by Council. The modeling demonstrates the effect of a potential purchase price of Clarence St Theatre on the Trust's ability to cover operating costs and to provide capital upgrades over a given time.

Three purchase price scenarios are shown at \$1.5m, \$0.5m and nil purchase prices. \$1m is not shown, as the operation is shown to be unviable at \$0.5m. See Appendix 1 for the full Profit and Loss and Cashflow budgets.

Cashflow Forecast Closing balance	Year 2	Year 5	Year 10
\$1.5m purchase price	-624,691	-974,954	-1,872,787
\$0.5 purchase price	-391,723	-278,186	-608,056
Nil purchase price	-151,351	184,717	226,497

What this clearly shows is that while Clarence St Theatre can within three years (maximum) become a self-sustaining performing arts centre, a new Trust cannot achieve this with the burden of the cost of land and property.

The community brings enormous value to the proposition; strategy, governance, community engagement, capacity development, management, expertise, strategic programming and community development.

Community Funders will also contribute with assistance with operating costs and ongoing capital improvement.

We must all meet in the middle, and all contribute to achieve this great outcome for our community.



Proposal Options

OPTION 1

Gift Clarence St to newly formed Trust

- Hamilton City Council to gift Clarence St Theatre and land of to a newly formed and independent Trust to be established for the purpose of seeing out the Vision for Clarence St Theatre
- Support Clarence St Theatre in the first year with seeding operational funds of \$150,000
- If after 10 years of operation, the theatre cannot be run as a viable financial proposition without subsidy, the land and property title will be returned to Council at no cost.

OPTION 2

Custodial Partnership

- Ownership of Clarence St Theatre transferred to new Trust in trust for 25 year agreement
- Annual Profit share return to Council of 10% from Year 3
- Interest free loan from Council of \$150,000, repaid over 8 years starting year 3
- Representation by Council on the Board
- ~~After 25 year, profit share ceases~~
- If not successful, return in full at no cost to Council

OPTION 3

Community Outcome Delivery Model

- Transfer ownership of Clarence St Theatre to new Trust with the responsibility of delivering on specific community outcome KPIs
- Support with seeding operational funds of \$150,000
- Agree cultural community outcome targets:
 - Community Engagement (numbers of creative groups operating in the venue)
 - Audience Development (growth of numbers attending cultural events)
 - Venue Community Utilisation (% of capacity)
- Undertake annual reporting and 3 year reviews. If the Trust is deemed to not to be achieving the agreed objectives then the land and property title will be returned to Council at no cost.

* All options require HCC to complete an engineering report on the building structure before handover

Background

Clarence St Theatre is located on the corner of Tristram and Clarence Streets in the Hamilton CBD. Clarence St Theatre and the site on which it sits has been a performing arts venue for Hamilton for the best part of a century starting life as a simple hall for musical revues and performances. In the early 1980s, Hamilton City Council gifted the land to the Hamilton Amateur Operatic Society who in the late 1980s fundraised with the community large financial sums and developed the venue that now exists today.

The theatre was designed as a multipurpose facility with excellent bar and restaurant facilities for regular shows and dinner and shows that Hamilton Operatic Society staged on a frequent basis. These shows proved extremely popular. The theatre was, and still is today seen, as one of the best theatre-restaurant facilities in the country and is a significant cultural asset to the city of Hamilton.

In the late 1990s HAOS experience difficult financial times and could no longer sustain operation of the theatre alone. The theatre, land and accumulated debt was transferred to Council ownership.

The theatre offers a flexible space, allowing for a maximum of 550-seated patrons at any one time (144 balcony seats and 406 stall seats). Flexibility is provided by the seating arrangement, which can be reconfigured with the inclusion of tables for dining. The stage has a traditional proscenium arch which is a unique offering for Hamilton for a venue of this capacity.

The theatre has undergone various levels of improvement with the auditorium being renovated approximately seven years ago and a recent major upgrade of its electrics. The venue has six dressing rooms located below the stage together with a green room containing a unisex toilet/shower area. To build a new theatre to Clarence St specifications in the current economic climate would cost approximately \$12m.

Clarence Street Theatre is a multifunctional performance venue for concerts, theatre, musical theatre, comedy, dance, community meetings, together with a large number of events including professional and commercial. Community and professional groups are attracted to the theatres versatility and excellent facilities. Patronage comparisons between the three Hamilton theatres shows that Clarence St has increased the most, growing by 38% (or 6.7k patrons) during past three years (prior to Meteor handover).

Auckland Theatre Company, Massive Theatre Company, The NZ Comedy Festival, both national and international touring productions have enjoyed the theatre. Locally, Hamilton Operatic Society, Drury Lane Dance Company, Trust Waikato Symphony Orchestra, other orchestras, choir, bands, dance troupes and schools performances have all found Clarence St Theatre a versatile place to work and inhabit.

The Clarence St Solution

Vision: Hamilton is celebrated for its performing arts because of Clarence St

Mission: Realise a sustainable and unified hub for performing arts in Hamilton

Strategies

Come Together, Right Now

- A home base for orchestras, choirs, bands, musical theatre and more
- Affordable and accessible spaces for performance and rehearsal
- Affordable and accessible spaces for storage and administration

The Snow Ball Effect

- A go-to place for music and performing arts
- On-sell for future audience development
- Mobilise the performing arts volunteer army
- Music and other creative groups collaborate in imagined and unimagined ways
- A place for unity and increased sustainability – smooth the peaks and troughs

Clever Programming

- Habit forming quality
- Main Billing and Development programmes
- Programme diversity: music, dramatic and musical theatre, dance, comedy, opera, film
- Series programming

Share the Love

- Share expertise and talent
- Share calendars and audiences
- Share spaces
- Share management, marketing and promotion

A New Financial Model

- Low cost, high frequency hire
- Food and beverage as profit centres
- Attract new external funding through efficiencies and impressive collaboration
- Profitable programming – efficiencies and space maximisation
- Appealing and responsive to sponsors
- Commercial hire is the gravy (not the main course)

Financial Plan

Financial projections (see Appendix 1) for the theatre have been based on utilisation of the new business model. It is understood however that the purpose of a community owned theatre is to return community outcomes, not to return profit.

Theatre hireage projections are based on \$300 per day plus 10% of ticket revenue at 30% occupancy in year one, 45% in year two and 60% thereafter. Projections also include rent for the offices and rehearsal space plus inside charges and a portion of a profit on the bar and ticket sales. These figures are conservative, and considerable consultation indicates they are realistic and achievable. Projected actual expenses are based on numbers provided by Hamilton City Council.

As already indicated, the forecast Profit and Loss reports show three scenarios, being purchase cost of the land and buildings at \$1.5m, \$.5m and \$nil. Capital would need to be raised in order to fund the purchase, and again a business model has been used to reflect this scenario and includes paying interest and repaying capital over 10 years. Any good business will try to repay capital as quickly as possible to reduce interest costs.

The projected cash flows show the theatre cannot sustain any capital cost for the building.

Forecast for maintenance and upgrades are realistic. The building will need work on an ongoing basis and this must be taken into account. Should any major works be required beyond the forecasts then the Trust will need to secure funding at that time.

In conclusion, based on financial modeling, and in order for the theatre to survive and thrive, the only viable financial option is to obtain the land and building as a gift. The Trust would also require working capital to remain viable through the first few years.

Governance

The proposed Trust Board would have strong governance experience and be a non-representative Board.

Name	Skill Base
Chris Williams	Communication and marketing, advertising, governance, strategy, networks, profile, leadership, music production
Scott Young	Legal
Leanne Bedwell	Financial
Rachel Balme	Governance, strategy, financial, leadership, musical theatre
Margot Buick	Governance, strategy, choral
Paul Mitchell	Governance, networks, theatre production
Jennifer Ward-Leland	Professional performance acumen, arts management and governance, and industry knowledge.
Patron: Richard O'Brien	International profile, performer, writer, actor, musician, producer, icon.

Community Consultation

Consultation consisted of six key parts involving the community:

1. Formation of working party with cross-sector representation
 - Representation from Hamilton Operatic, orchestras, choirs, University, independent production groups, theatre production groups, bands.
2. Meeting and discussion with Groups. Stakeholders who attended included:
 - Hamilton Chamber Music Society
 - TWSO
 - Hamilton Civic Choir
 - Drury Lane Dance
 - Hamilton Operatic Society
 - Hamilton Brass Band
 - Cantando Choir
 - Male Voices Waikato
 - Waikato River Tones Chorus
 - Mighty River Harmony
 - Opus Orchestra
 - Mosaic Choir
 - Riverlea
 - Musikmakers
 - Playbox
 - Stagecraft

3. Clarence St Open Day - key findings:

- A strong community desire for the theatre to be retained
- Valued features include flexibility, versatility, good design, its role as a gathering place and a home for theatre
- The proposed pricing model for main theatre hire is acceptable and the theatre could expect an increase in hireage and utilization at that the proposed new rates
- Groups are interested in the theatre's ability to supply storage and administrative space
- Groups are concerned at the complexity of programming and accommodating everyone
- Orchestras do not see it as a suitable rehearsal venue

4. Riverlea Meeting

- Meetings with Riverlea were undertaken to explore whether there was a potential for Riverlea activities to merge into the Clarence St building. While it was agreed that there was possibility and potential to do so, the Riverlea Board was clear that their preference was to remain at their current location.
- The Clarence St group believes that there is future potential to combine theatre spaces and activities to get the most efficient use from rehearsal, storage and production spaces as well as share knowledge and grow technical expertise
- However, at the point of writing the Riverlea Board remain fixed in their vision on Riverlea as stand-alone.
- The Board was grateful for the information and engagement and the door remains open for future conversations around collaboration and knowledge sharing once they have resolved the issue of land ownership.

5. User Groups Survey. Key findings:

- 23 organisations responded to the survey
- 65% of all respondents indicated they are likely or highly likely to hire CST at \$300 plus 20%
- Those who indicated they would hire CST 90% said they would use the venue between 1-3 times each year
- 53% of respondents indicated they would be highly likely or likely hire the space for rehearsal at the proposed rates
- 10 organisations are considered as key music groups which would be central to the hub
- 80% of the 10 groups indicated they would be likely or highly likely to hire CST at the proposed rates. 70% indicated they were likely or highly likely to hire CST for rehearsal.
- The performance area improvements perceived to be most important are:
 - Sound proofing between front and backstage (57%)
 - Improved rehearsal space (54%)
- Front of house improvements perceived to be most important are:

Box Office more accessible (essential/important 52%)
Renovation of the audience area (essential/important 70%)
Improve access to the upstairs bar (essential/important 60%)

User Groups who responded indicated that they are 'Likely' or 'Highly Likely' to use Clarence St under the new Trust format:

- Cantando Choir
 - Waikato Youth Music Association
 - Waikato Youth Symphonic Band
 - Waikato Rivertones Chorus
 - Drury Lane Dance & Performance
 - Mighty River Harmony
 - Hamilton Operatic Society
 - Federation Dance Academy
 - Waikato Orchestral Society Inc (TWSO)
 - Hamilton Live Music Trust
 - Hamilton Civic Choir
-

Capital Improvement Forecasts

Capital Improvements identified as necessary for the facility are as follows and are reflected in the financial forecasts.

Upgrade	Description	Time Frame	Estimated Cost
Office Space	Current offices upgraded to become shared office facilities for many performance groups. Meeting room and library area installed.	Immediately	\$20,000.00
Foyer	Improved access. Second entry. Garden and social area. Increased size and capacity for patrons. Possible cafe use/configuration.	18 – 24 months	\$150,000.00
Kitchen	Upgraded to increase bar size and accessibility	12 – 18 months	\$50,000.00
Sound proofing	Rehearsal spaces for use when performances are taking place.	12 – 18 months	\$15,000.00
Fly tower	Instillation of a counterweight system. Structural strengthening of the fly tower due to increase in weights.	3 – 7 years	\$500k to \$1 million

Business Plan Overview

The core elements of the Clarence St Proposal Business Plan are:

1. Pricing strategy
2. Strategic programming
3. Marketing strategy
4. Funding and sponsorship
5. Management structure

Pricing

Prohibitive hireage was the key factor responsible for Clarence St Theatre's occupancy decline.

The new model proposes a \$300 per-day charge and a percentage of ticket sales at 10 – 20% capped at the current community rate level. This was level was seen by all as very acceptable by all who were consulted. This compares to the existing flat rate commercial rate of \$2,275 and community rate of \$1,765 per day.

The proposed structure enables the venue to be a viable option for groups that do not traditionally attract large audiences and are not unduly penalised with the capped hire. Based on usage projections based on historic data and new research, the proposed hire cost achieves a viable financial model from an operating standpoint while being accessible at a user level.

Strategic Programming

Clarence St Theatre presents untapped potential for growth in terms of programming. Unlike other major cities in New Zealand, Hamilton currently does not have a venue that offers seasons or programmes of seasons. Clarence St Theatre will change this by this being a key point of difference to other venues in the city.

Clarence Street Theatre will offer a selective programme throughout the year combining local, national and international events. This would include orchestral programmes, brass band programmes, musical theatre programmes, theatre and comedy programmes. There will be a mix of professional, community and commercial events. There will be development (new and emerging talent) product that will be programmed with aspirational product for key professional theatres and music companies.

Brand, Marketing and Promotion Plan

This is an overview of the marketing strategy that would inform the development and completion of a comprehensive marketing plan once the theatre has changed hands.

Marketing Objectives

- Position Clarence St as a professionally run, vibrant, flexible, performance and audience-friendly theatre
- Gain on going buy-in from all the groups the Trust represents, along with their audiences
- Help build the overall Clarence St audience
- Help build a pipeline of performances
- Attract a family of sponsors who work in partnership with the Trust
- Build long-term loyalty with all stakeholder groups

Audiences

- The performing arts community
- The wider Hamilton public
- Local politicians
- Funding organisations
- Creative New Zealand
- The business community
- Theatre groups around New Zealand
- Relevant promoters and performers – New Zealand and international
- Local and national media

Marketing strategies

Strategy	Actions
A fresh, relevant brand	<ul style="list-style-type: none">- Consult with all key groups to develop branding molecule- Engage local designers to create new designs- Create an accompanying style guide and templates
Sustained stakeholder engagement	<ul style="list-style-type: none">- Start with a big party!- Develop database- On-going communications- A vibrant and exciting performance programme
Build a loyal family of sponsors	<ul style="list-style-type: none">- A layered approach- Cash and in-kind supporters- Include key media organisations- Develop communication and engagement strategy

Encourage local ownership	<ul style="list-style-type: none"> - The next level down from corporate sponsorships - Develop mechanism for loyalty and recognition - Build database for use as promotional vehicle
Attract other New Zealand performers and groups	<ul style="list-style-type: none"> - Develop a data base of prospects - Develop a direct marketing strategy - On-going communications - Build long term relationships
Help maximise audiences at all performances	<ul style="list-style-type: none"> - Work in conjunction with all performing groups - Develop marketing plan templates - Use existing relationships and databases to promote all performances - Create umbrella material at regular intervals
Develop packaged offerings	<ul style="list-style-type: none"> - Utilise bar and kitchen facilities to enhance the theatre experience - Create deals for multiple attendances - Develop business-friendly packages
Build digital assets and channels	<ul style="list-style-type: none"> - Develop website to support the brand - Develop a multi-layered social media strategy
	<ul style="list-style-type: none"> - Use channels in the appropriate manner to inform, promote and sell

Funding

Discussion regarding future funding of Clarence St Theatre took place with major Waikato community funders and the following key points were made:

- There is support of the concept for community collaboration to grow the creative sector
- Assurance is needed that the Waikato Creative Infrastructure Plan supports the approach
- Assurance is needed that Creative Waikato supports the approach
- Assurance that funding was not 'double dipping' with applications from the facility vs users
- Council support needed via through gifting of the facility together with ongoing support

Sponsorship

There will be a range of sponsorship packages available to all that may want to support the theatre. Innovative sponsorship packages will be offered and valuable revenue will be derived from a variety of sources delivering a potential sponsorship fund of around \$200k.

- Buy a seat campaign: 200 seats offered for \$250 - \$1250 per seat. Potential revenue per annum \$150k
- Annual naming rights for the theatre and foyer = >\$10,000
- Annual naming rights to rehearsal spaces = \$2,000
- Theatre season tickets = \$20,000 (80 tickets @ \$250)
- Programme specific season tickets = \$10,000 (40 tickets @ \$250)
- Season sponsorship = \$10,000

Management Structure

Business Manager/CEO/General Manager (full-time)

- Achieve artistic and fiscal targets set by the Board of Directors/Trust
 - Programme the theatre with community and professional activity and develop commercial utilisation
 - Establish business and marketing plans
 - Provide mentor service for organisations by assisting with marketing of events, development of programmes
-
- Daily management of venue staff

Theatre Technician (One full-time and one part-time)

- Custodian of the stage house
- Responsible for the correct use of the venue according to Health and Safety standards and in accordance with guidelines of Entertainment New Zealand (ETNZ) and EVANZ
- In consultation with the Business Manager, responsible for programming the theatre and rehearsal spaces
- Maintenance of chattels and equipment owned by the theatre adhering to legislative requirements.
- Mentor support to inhabiting organisations
- Possible education touch point for technical theatre education
- Possible collaboration with Meteor/One Victoria Trust/Riverlea to share resources

Administrator/Ticketing Manager (part-time)

- Administration of the theatre and Trust
- Administration of organisation and support personnel
- Manage the sale of tickets through the venue website and ticketing system

Marketing and Capacity Development Coordinator (part-time)

- Deliver marketing to support to hirers and occupants
- Assist with the development of organisational performance capabilities

Clarence Street Theatre Working Group - Profit and Loss Forecast (Cost of Theatre nil)

	Projected Year 1	Projected Year 2	Projected Year 3	Projected Year 4	Projected Year 5	Projected Year 6	Projected Year 7	Projected Year 8	Projected Year 9	Projected Year 10
Theatre Occupancy	30%	45%	60%	60%	60%	60%	60%	60%	60%	60%
Rent	13,008	13,008	13,008	13,008	13,008	13,008	13,008	13,008	13,008	13,008
Theatre Hire @ \$300 per day	32,856	47,272	65,700	65,700	65,700	65,700	65,700	65,700	65,700	65,700
Theatre Hire % Ticket Sales	36,132	54,204	72,264	72,264	72,264	72,264	72,264	72,264	72,264	72,264
Inside Ticketing charge	54,204	81,300	108,408	108,408	108,408	108,408	108,408	108,408	108,408	108,408
Community Funding	50,000	45,000	80,000	80,000	100,000	100,000	240,000	240,000	240,000	240,000
	186,200	242,784	339,381	339,381	359,381	359,381	499,381	259,381	259,381	259,381
Kitchen Bar										
Sales	180,000	271,008	361,344	361,344	361,344	361,344	361,344	361,344	361,344	361,344
Cost of Goods Sold	118,800	178,848	238,487	238,487	238,487	238,487	238,487	238,487	238,487	238,487
Purchases	11,880	18,600	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
Rebate to hire	130,680	197,448	262,487	262,487	262,487	262,487	262,487	262,487	262,487	262,487
Cost of Goods Sold	49,320	73,543	98,857	98,857	98,857	98,857	98,857	98,857	98,857	98,857
Gross Profit	235,820	318,377	438,238	438,238	458,238	458,238	598,238	358,238	358,238	358,238
Income from Trading										
Trust Admin/Accounting	4,992	4,992	4,992	4,992	4,992	4,992	4,992	4,992	4,992	4,992
Wages	167,496	167,496	167,496	167,496	167,496	167,496	167,496	167,496	167,496	167,496
Marketing	24,996	24,992	50,004	50,004	50,004	50,004	50,004	50,004	50,004	50,004
Security	2,496	2,496	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Electricity	15,540	17,848	20,208	20,208	20,208	20,208	20,208	20,208	20,208	20,208
Gas	7,908	9,084	10,284	10,284	10,284	10,284	10,284	10,284	10,284	10,284
Rates	8,196	8,196	8,196	8,196	8,196	8,196	8,196	8,196	8,196	8,196
R & M Building	27,996	32,196	36,396	36,396	36,396	36,396	36,396	36,396	36,396	36,396
R & M Plant	5,004	5,748	6,504	6,504	6,504	6,504	6,504	6,504	6,504	6,504
Compliance WOF	2,496	2,496	2,496	2,496	2,496	2,496	2,496	2,496	2,496	2,496
Office Expenses	9,996	9,996	9,996	9,996	9,996	9,996	9,996	9,996	9,996	9,996
Insurance	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Health & Safety Compliance	5,004	5,004	5,004	5,004	5,004	5,004	5,004	5,004	5,004	5,004
Major Maintenance/Upgrade	298,120	306,564	330,576	330,576	330,576	330,576	330,576	330,576	330,576	330,576
Interest	50,000	70,000	-	-	-	-	-	-	-	-
Total Expenses	338,120	376,664	330,576	330,576	330,576	330,576	855,576	330,576	330,576	330,576
Profit/Loss	-\$102,600	-\$60,237	\$107,662	\$107,662	\$127,662	\$127,662	-\$257,338	\$27,662	\$27,662	\$27,662

Clarence Street Theatre Working Group - Forecasts (Cost of Theatre mil)

CASH FLOW FORECAST

	Projected Year 1	Projected Year 2	Projected Year 3	Projected Year 4	Projected Year 5	Projected Year 6	Projected Year 7	Projected Year 8	Projected Year 9	Projected Year 10
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
RECEIPTS										
Trade Debtors Record	383,344	539,197	734,346	734,346	754,346	754,346	994,346	654,346	654,346	654,346
Interest Received										
Loan Receipts										
Loan Capital	14,091	4,829								
GST Record	397,435	544,026	734,346	734,346	754,346	754,346	994,346	654,346	654,346	654,346
TOTAL RECEIPTS										
PAYMENTS										
Trade Creditors Record	491,485	601,327	625,195	625,195	625,195	625,195	1,150,195	625,195	625,195	625,195
Loan Payments										
Overdraft Interest										
Loans Made										
GST Record			3,795	3,795	3,795	3,795	3,795	3,795	3,795	3,795
TOTAL PAYMENTS	491,485	601,327	628,990	628,990	628,990	628,990	1,153,990	628,990	628,990	628,990
NET CASH FLOW	-94,050	-57,301	105,356	105,356	125,356	125,356	-159,644	25,356	25,356	25,356
OPENING BANK CLOSING BANK	0	-94,050	-151,351	-45,995	59,361	184,717	310,073	150,429	175,785	201,141
	-94,050	-151,351	-45,995	59,361	184,717	310,073	150,429	175,785	201,141	226,497

Clarence Street Theatre Working Group -Profit and Loss Forecast (Cost of Theatre 5.5m)

	Projected Year 1	Projected Year 2	Projected Year 3	Projected Year 4	Projected Year 5	Projected Year 6	Projected Year 7	Projected Year 8	Projected Year 9	Projected Year 10
	30%	45%	60%	60%	60%	60%	60%	60%	60%	60%
Theatre Occupancy										
Rent	13,008	13,008	13,008	13,008	13,008	13,008	13,008	13,008	13,008	13,008
Theatre hire @\$100 per day	32,856	49,272	65,700	65,700	65,700	65,700	65,700	65,700	65,700	65,700
Theatre Hire % Ticket Sales	36,132	54,204	72,264	72,264	72,264	72,264	72,264	72,264	72,264	72,264
Inside ticketing charge	54,204	81,300	108,408	108,408	108,408	108,408	108,408	108,408	108,408	108,408
Community Funding	50,000	45,000	80,000	80,000	100,000	100,000	240,000			
Income from Hireage	186,200	242,784	339,381	339,381	359,381	359,381	499,381	259,381	259,381	259,381
Kitchen Bar										
Sales	180,000	271,008	361,344	361,344	361,344	361,344	361,344	361,344	361,344	361,344
Cost of Goods Sold										
Purchases	118,800	176,865	238,487	238,487	238,487	238,487	238,487	238,487	238,487	238,487
Rebate to hirer	11,880	18,600	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
Cost of Goods Sold	130,680	197,465	262,487	262,487	262,487	262,487	262,487	262,487	262,487	262,487
Gross Profit	49,320	73,543	98,894	98,894	98,894	98,894	98,894	98,894	98,894	98,894
Total Income	235,520	316,327	439,238	439,238	458,238	458,238	578,238	358,238	358,238	358,238
Trust Admin/Accounting	4,992	4,992	4,992	4,992	4,992	4,992	4,992	4,992	4,992	4,992
Wages	167,496	167,496	167,496	167,496	167,496	167,496	167,496	167,496	167,496	167,496
Marketing	24,996	34,992	50,004	50,004	50,004	50,004	50,004	50,004	50,004	50,004
Security	2,496	2,496	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Electricity	15,540	17,868	20,208	20,208	20,208	20,208	20,208	20,208	20,208	20,208
Gas	7,908	9,084	10,284	10,284	10,284	10,284	10,284	10,284	10,284	10,284
Rates	8,196	8,196	8,196	8,196	8,196	8,196	8,196	8,196	8,196	8,196
R & M Building	27,996	32,196	36,396	36,396	36,396	36,396	36,396	36,396	36,396	36,396
R & M Plant	5,004	5,748	6,504	6,504	6,504	6,504	6,504	6,504	6,504	6,504
Compliance WOF	2,496	2,496	2,496	2,496	2,496	2,496	2,496	2,496	2,496	2,496
Office Expenses	9,996	9,996	9,996	9,996	9,996	9,996	9,996	9,996	9,996	9,996
Insurance	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Health & Safety Compliance	5,004	5,004	5,004	5,004	5,004	5,004	5,004	5,004	5,004	5,004
Operating Expenses	288,120	306,564	330,576	330,576	330,576	330,576	330,576	330,576	330,576	330,576
Major Maintenance/Upgrade	50,000	70,000			525,000					
Interest	27,500	31,792	27,661	22,046	18,372	14,698	11,758	7,839	3,919	-
Total Expenses	345,620	408,356	358,237	352,622	348,948	345,274	867,334	338,415	334,495	330,576
Profit/Loss	-\$130,100	-\$92,029	\$80,001	\$85,616	\$109,290	\$112,964	-\$269,096	\$19,823	\$23,743	\$27,662

Clarence Street Theatre Working Group - Forecasts (Cost of Theatre \$.5m)

CASH FLOW FORECAST

	Projected Year 1	Projected Year 2	Projected Year 3	Projected Year 4	Projected Year 5	Projected Year 6	Projected Year 7	Projected Year 8	Projected Year 9	Projected Year 10
	\$									
RECEIPTS										
Trade Debtors Record	363,344	584,124	793,832	793,832	813,832	813,832	813,832	813,832	713,832	713,832
Interest Received										
Loan Receipts										
Loan Capital										
Bank Loan	500,000									
Sub-Total Loan Capital	500,000									
GST Record	14,091	5268								
TOTAL RECEIPTS	897,435	589,392	793,832	793,832	813,832	813,832	813,832	813,832	713,832	713,832
PAYMENTS										
Trade Creditors Record	573,333	649,629	682,031	682,031	682,031	682,031	1,207,031	682,031	682,031	682,031
Loan Payments										
Bank Loan	73,333	82,255	66,548	83,286	79,612	63,690	77,081	73,162	69,242	0
Sub-Total Loan Payments	73,333	82,255	66,548	83,286	79,612	63,690	77,081	73,162	69,242	0
GST Record			4,140	4,140	4,140	4,140	4,140	4,140	4,140	4,140
Overdraft Interest										
Loans Made										
Clarence St Theatre Land & Buildings	500,000									
TOTAL PAYMENTS	1,146,666	731,884	752,719	769,457	765,783	749,861	1,288,252	759,333	755,413	686,171
NET CASH FLOW	-249,231	-142,492	41,113	24,375	48,049	63,971	-334,420	-45,501	-41,581	27,661
OPENING BANK	-249,231	-249,231	-391,723	-350,610	-326,235	-278,186	-214,215	-548,635	-594,136	-635,717
CLOSING BANK	-249,231	-391,723	-350,610	-326,235	-278,186	-214,215	-548,635	-594,136	-635,717	-608,056

Clarence Street Theatre Working Group - Profit and Loss Forecast (Cost of Theatre \$1.5m)

	Projected Year 1	Projected Year 2	Projected Year 3	Projected Year 4	Projected Year 5	Projected Year 6	Projected Year 7	Projected Year 8	Projected Year 9	Projected Year 10
Theatre Occupancy	30%	45%	60%	60%	60%	60%	60%	60%	60%	60%
Rent	13,008	13,008	13,008	13,008	13,008	13,008	13,008	13,008	13,008	13,008
Theatre hire @ \$300 per day	32,856	49,272	65,700	65,700	65,700	65,700	65,700	65,700	65,700	65,700
Theatre Hire % Ticket Sales:	36,192	54,204	72,264	72,264	72,264	72,264	72,264	72,264	72,264	72,264
Inside Ticketing charge	54,204	81,300	108,408	108,408	108,408	108,408	108,408	108,408	108,408	108,408
Community Funding	50,000	45,000	80,000	100,000	100,000	100,000	240,000			
	186,200	242,784	339,381	339,381	339,381	499,381	259,381	259,381	259,381	259,381
Kitchen Bar										
Sales:	180,000	271,008	361,344	361,344	361,344	361,344	361,344	361,344	361,344	361,344
Cost of Goods Sold	118,800	178,848	238,487	238,487	238,487	238,487	238,487	238,487	238,487	238,487
Purchases	11,880	18,600	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
Rebate to hire	180,680	197,465	262,487	262,487	262,487	262,487	262,487	262,487	262,487	262,487
Cost of Goods Sold	49,320	73,543	98,857	98,857	98,857	98,857	98,857	98,857	98,857	98,857
Gross Profit	235,520	316,377	438,238	438,238	458,238	458,238	598,238	358,238	358,238	358,238
Income from Trading										
Trust Admin/Accounting	4,992	4,992	4,992	4,992	4,992	4,992	4,992	4,992	4,992	4,992
Wages	167,496	167,496	167,496	167,496	167,496	167,496	167,496	167,496	167,496	167,496
Marketing	24,996	34,992	50,004	50,004	50,004	50,004	50,004	50,004	50,004	50,004
Security	2,496	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Electricity	15,540	17,868	20,208	20,208	20,208	20,208	20,208	20,208	20,208	20,208
Gas	7,908	9,084	10,284	10,284	10,284	10,284	10,284	10,284	10,284	10,284
Rates	8,196	8,196	8,196	8,196	8,196	8,196	8,196	8,196	8,196	8,196
R & M Building	27,996	32,196	36,396	36,396	36,396	36,396	36,396	36,396	36,396	36,396
R & M Plant	5,004	5,748	6,504	6,504	6,504	6,504	6,504	6,504	6,504	6,504
Compliance WOF	2,496	2,496	2,496	2,496	2,496	2,496	2,496	2,496	2,496	2,496
Office Expenses	9,996	9,996	9,996	9,996	9,996	9,996	9,996	9,996	9,996	9,996
Insurance	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Health & Safety Compliance	5,004	5,004	5,004	5,004	5,004	5,004	5,004	5,004	5,004	5,004
Major Maintenance/Upgrade	288,120	306,564	330,576	330,576	330,576	330,576	330,576	330,576	330,576	330,576
Interest	50,000	70,000								
Total Expenses	82,500	96,782	82,265	66,611	55,509	44,407	32,204	22,204	11,102	-
	420,620	473,346	412,841	397,107	386,085	374,983	888,881	352,780	341,678	330,576
Profit/Loss	-\$185,100	-\$157,019	\$25,397	\$41,051	\$72,153	\$83,255	-\$390,643	\$5,458	\$16,560	\$27,662

Clarence Street Theatre Working Group - Forecasts (Cost of Theatre 1.5m)

CASH FLOW FORECAST	Projected Year 1	Projected Year 2	Projected Year 3	Projected Year 4	Projected Year 5	Projected Year 6	Projected Year 7	Projected Year 8	Projected Year 9	Projected Year 10
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
RECEIPTS										
Trade Debtors Record	383,344	584,124	793,832	793,832	813,832	813,832	813,832	813,832	953,832	713,832
Interest Received										
Loan Receipts										
Loan Capital	1,500,000									
Bank Loan	1,500,000									
Sub-Total Loan Capital										
GST Record	14,091	5268								
TOTAL RECEIPTS	1,897,435	589,392	793,832	793,832	813,832	813,832	813,832	813,832	953,832	713,832
PAYMENTS										
Trade Creditors Record	491,485	649,629	682,031	682,031	682,031	682,031	682,031	682,031	1,207,031	682,031
Loan Payments										
Bank Loan	220,000	250,404	201,066	251,641	240,539	229,437	218,335	207,234	196,132	0
Sub-Total Loan Payments	220,000	250,404	201,066	251,641	240,539	229,437	218,335	207,234	196,132	0
GST Record		4,140	4,140	4,140	4,140	4,140	4,140	4,140	4,140	4,140
Overdraft Interest										
Loans Made										
Clarence St Theatre Land & Buildings	1,500,000									
TOTAL PAYMENTS	2,211,485	900,033	887,237	937,812	926,710	915,608	915,608	893,405	893,405	882,303
NET CASH FLOW	-314,050	-310,641	-93,405	-143,980	-112,878	-101,776	-475,674	-179,573	-168,471	27,661
OPENING BANK CLOSING BANK	-314,050	-624,691	-718,096	-862,076	-974,954	-1,076,730	-1,152,404	-1,231,977	-1,300,448	-1,372,787

Clarence Street Theatre Working Group - Profit and Loss Forecast (Cost of Theatre nil)
Option 2

	Projected Year 1	Projected Year 2	Projected Year 3	Projected Year 4	Projected Year 5	Projected Year 6	Projected Year 7	Projected Year 8	Projected Year 9	Projected Year 10
	30%	45%	60%	60%	60%	60%	60%	60%	60%	60%
Theatre Occupancy										
Rent	13,008	13,008	13,008	13,008	13,008	13,008	13,008	13,008	13,008	13,008
Theatre hire @ \$320 per day	32,856	49,272	65,700	65,700	65,700	65,700	65,700	65,700	65,700	65,700
Theatre hire % Ticket Sales	36,132	34,204	72,264	72,264	72,264	72,264	72,264	72,264	72,264	72,264
Inside Ticketing charge	54,204	81,300	108,408	108,408	108,408	108,408	108,408	108,408	108,408	108,408
Community Funding	50,000	45,000	80,000	100,000	100,000	240,000	240,000	240,000	240,000	240,000
	186,200	242,784	339,381	339,381	359,381	499,381	259,381	259,381	259,381	259,381
Kitchen Bar										
Sales	180,000	271,008	361,344	361,344	361,344	361,344	361,344	361,344	361,344	361,344
Cost of Goods Sold	118,800	178,656	238,467	238,467	238,467	238,467	238,467	238,467	238,467	238,467
Purchases	11,880	18,600	24,800	24,800	24,800	24,800	24,800	24,800	24,800	24,800
Rebate to hter	130,650	197,445	262,487	262,487	262,487	262,487	262,487	262,487	262,487	262,487
Cost of Goods Sold	49,230	75,543	98,857	98,857	98,857	98,857	98,857	98,857	98,857	98,857
Gross Profit	235,520	318,227	430,238	430,238	460,238	460,238	598,238	368,238	368,238	368,238
Income from Trading										
Turf Admin/Accounting	4,992	4,992	4,992	4,992	4,992	4,992	4,992	4,992	4,992	4,992
Wages	167,496	167,496	167,496	167,496	167,496	167,496	167,496	167,496	167,496	167,496
Marketing	24,996	34,992	50,004	50,004	50,004	50,004	50,004	50,004	50,004	50,004
Security	2,496	2,496	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Electricity	15,540	17,868	20,208	20,208	20,208	20,208	20,208	20,208	20,208	20,208
Gas	7,908	9,084	10,284	10,284	10,284	10,284	10,284	10,284	10,284	10,284
Rates	8,196	8,196	8,196	8,196	8,196	8,196	8,196	8,196	8,196	8,196
R & M Building	27,996	32,196	36,396	36,396	36,396	36,396	36,396	36,396	36,396	36,396
R & M Plant	5,004	5,748	6,504	6,504	6,504	6,504	6,504	6,504	6,504	6,504
Compliance WOF	2,496	2,496	2,496	2,496	2,496	2,496	2,496	2,496	2,496	2,496
Office Expenses	9,996	9,996	9,996	9,996	9,996	9,996	9,996	9,996	9,996	9,996
Insurance	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Health & Safety Compliance	5,004	5,004	5,004	5,004	5,004	5,004	5,004	5,004	5,004	5,004
Major Maintenance/Upgrade Interest	288,120	306,544	330,576	330,576	330,576	330,576	330,576	330,576	330,576	330,576
	30,000	70,000								
Total Expenses	338,120	376,544	330,576	330,576	330,576	855,576	330,576	330,576	330,576	330,576
Profit/Loss	-\$102,600	-\$60,237	\$107,662	\$107,662	\$127,662	\$127,662	-\$257,338	\$27,662	\$27,662	\$27,662

Clarence Street Theatre Working Group - Forecasts (Cost of Theatre nil)
 Option 2
 CASH FLOW FORECAST

	Projected Year 1	Projected Year 2	Projected Year 3	Projected Year 4	Projected Year 5	Projected Year 6	Projected Year 7	Projected Year 8	Projected Year 9	Projected Year 10
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
RECEIPTS										
Trade Debtors Record	383,344	559,197	734,346	734,346	754,346	754,346	994,346	654,346	654,346	654,346
Interest Received										
Loan Receipts	150000									
Loan Capital	14,093	4,829								
GST Record										
TOTAL RECEIPTS	547,435	544,026	734,346	734,346	754,346	754,346	994,346	654,346	654,346	654,346
PAYMENTS										
Trade Creditors Record	491,485	601,327	625,195	625,195	625,195	625,195	1,150,195	625,195	625,195	625,195
Loan Payments	0	0	18750	18750	18750	18750	18750	18750	18750	18750
Overdraft Interest	0	0	10766	10766	12766	12766	0	2766	2766	150000
Profit Share	0	0	3795	3795	3795	3795	3795	3795	3795	55363
GST Record										
TOTAL PAYMENTS	491,485	601,327	658,506	658,506	660,506	660,506	1,172,740	650,506	650,506	650,506
NET CASH FLOW	55,950	-57,301	75,840	75,840	93,840	93,840	-178,394	3,840	3,840	3,840
OPENING BANK	0	55,950	-1,351	74,489	150,329	244,169	338,008	159,614	163,454	167,294
CLOSING BANK	55,950	-1,351	74,489	150,329	244,169	338,008	159,614	163,454	167,294	171,134

Clarence Street LTP data for Creative Waikato discussion

Operating position

	Yr1	Yr2	Yr3	Yr4	Yr5
	2015/16	2016/17	2017/18	2018/19	2019/20
Operating Revenue	217,500	217,500	217,500	217,500	217,500
Direct Operating Costs	(320,900)	(319,945)	(326,945)	(377,945)	(311,945)
Net position - costs	(103,400)	(102,445)	(109,445)	(160,445)	(94,445)

(570,160)

Capital

	Yr1	Yr2	Yr3	Yr4	Yr5
	2015/16	2016/17	2017/18	2018/19	2019/20
Renewal of existing capital items - Funded					
Clarence St Fixed assets					
Hanging Points compliance	28,000				
Stage Door Entry Renewal			90,000		
Orchestra Pit removable cover				115,000	
Dressing Room Toilet/Shower renewal			135,000		
Disabled Toilet and Shower Backstage					
Fall Arrest/Catwalk Upgrade	40,000				
Clarence St theatre AV equipment					
Remote LX Dimmer patch fields - 216 cts			185,000		
LSC Redback 12 channel dimmer, DMX				28,700	
Jands PP12WM 12ch wall mount dimmer (FOH cots)				12,400	
Fibre Cabling					10,300
Remote Data panels					33,900
Australian monitor 300volt ceiling speaker - Foyer & LX control					15,300
Sundry AV plant & equipment	5,100	14,800	10,300	12,500	3,070
Clarence St in house staging equipment					
Orchestra pit cover	35,700				
Handline set - 13m battens, 3 rope set, blocks and horns			99,200		
House curtain counterweight system			9,400		
Fire curtain counterweight system			9,400		
Steel counterweight 22.5kg		7,100			
Curtains - serge legs			9,900		
PVC Cycorama - 12.5m x 7.2m, white					5,800
Sundry Staging plant & equipment			3,600		
Clarence Street Misc furniture and equipment					
Yamaha Piano U1E - cover and stool			21,300		
Yamaha Piano U3			10,600		
Chairs x 90		8,500			
Sundry Misc furniture and equipment	4,800	13,700	9,400	12,100	11,200
Total Renewal	113,600	44,100	593,100	160,700	79,570

1,011,070

Capital Expenditure

	Yr1	Yr2	Yr3	Yr4	Yr5
	2015/16	2016/17	2017/18	2018/19	2019/20
New items - Unfunded					
Auditorium HVAC				175,000	175,000
Dressing Room HVAC				45,000	45,000
Wheelchair Access to Stage			100,000		100,000
Total new items			100,000	220,000	320,000

320,000

1,331,070

SCHEDULE 4
Key Performance Indicators (KPIs)

During the Revocation Period the Donee must:

- (a) not make any material departures from the representations set out in the Proposal;
- (b) give all assistance reasonably required by the Donor to enable it to carry out the Transitional Plan set out in Schedule 5, and to effect the transfer of all forward bookings from the Donor to the Donee;
- (c) be able to pay its debts as they become due in the normal course of business and ensure that the value of the Donee's assets are greater than the value of its liabilities, including contingent liabilities;
- (d) be and remain a charitable entity as defined in the Charities Act 2005 and be exempted by the Inland Revenue Department from paying income tax;
- (e) provide the Donor with a Report within six months of the Settlement Date ("First Report Date"), and thereafter provide the Donor with a Report on every anniversary of the Settlement Date;
- (f) keep the Property unencumbered and free from all and any charges whatsoever, which will include without limitation keeping the Property free from naming rights and/or any sponsorship and/or licensing arrangements unless the Donor has first consented in writing to any naming rights and/or any sponsorship and/or licensing arrangements proposed by the Donee and provided that the Donor will not withhold such consent unreasonably;
- (g) not transfer, sell, lend, lease, and/or otherwise part with possession of the Property, and/or offer the Property as security;
- (h) from the Settlement Date to the end of the Revocation Period:
 - (i) keep the Property in good order and repair and at least to the standard it was in at the Settlement Date, fair wear and tear excepted;
 - (ii) comply with all regulatory matters required of the Donee as Property owner, including without limitation those set out in the Building Act 2004 and/or the New Zealand Building Code;
 - (iii) keep the Property adequately insured for its full replacement value with a reputable insurer acceptable to the Donor, and note the interest of the Donor on the relevant insurance policy/ies;
 - (iv) keep in place Public Liability Insurance in the minimum amount of \$10,000,000;
 - (v) the Donee must produce evidence of the above insurances to the Donor prior to the Settlement Date, in each Report, and whenever reasonably requested by the Donor during the Revocation Period;
- (i) immediately notify the Donor of any circumstance that has resulted, or will result, in the Donee being unable to meet its obligations under this Deed, or

of any material adverse change in the Donee's financial position, together with full details of the same and any actions that the Donee has taken (or intends to take) in mitigation;

- (j) without limiting clause 4(e) above, provide in a timely manner at its cost any information, not subject to confidentiality restrictions, reasonably requested by the Donor from time to time in connection with the Property;
- (k) ensure that:
 - (i) the number of patrons attending performances and events at the Property is at least:
 - A. 17,500 between 30 June 2015 and 29 June 2016; and
 - B. 20,000 between 30 June 2016 and 29 June 2017; and
 - C. 25,000 between 30 June 2017 and 29 June 2018; and
 - (ii) theatre occupancy rates of at least 25% in 2015, 35% in 2016, and 45% in 2017; and
 - (iii) at least 66% of the use of the Property is by non-commercial users in every year.

**SCHEDULE 5
Transitional Plan**

[To be inserted]

THE CLARENCE ST THEATRE - THE TRUST

HCC handover and transition work plan - Target Date Tuesday 30 June 2015

LEGAL

Draft memorandum of understanding
 Terms and conditions
 Verified assets list schedule
 Verified excluded assets / services list
 Forward client booking schedule
 Transition schedule
 Current Tenants notification of intention
 cancel rent for HOS

BUILDING

WOF Code of compliance certification verified and complete
 Hand over inspection
 Lock changes
 Hand over approved fire evacuation scheme
 Neighbour notification
 Finalise any Council R and M action
 cancel on going maintenance contracts @ 30 Jun 2015

UTILITIES and SERVICES

Electricity/Gas
 Water
 Data/Comms Removal Council links
 Alarms/security Removal Council equipment and links
 stop monitoring with WSS or transfer to Trust
 Provide alarm data and swipe cards
 Hygiene Services Removal Council links
 Other suppliers Cancellation of Council agreements
 Handover supplier contacts; manuals etc

ASSETS RETAINED ON SITE

Assets list schedule
 Documents and collateral
 Electrical eq PAT tested at handover

HCC IS SYSTEMS

Separate transition plan linked to Trust transition plan
 Removal of Council
 Wi-Fi
 IT Network
 Phone connections
 Lighting network

TICKETEK

Adjust Council arrangement
 Introduce Trust
 Agree TICKETEK transition plan post 11 July

MONTANA CATERING

Advise and adjust H3 agreement
 Plan for removal of stock and equipment post 11 July
 return keys/cards etc post 11 July

Forward bookings

Agree transition plan with Trust
 Supply all client file information
 Notify clients and transfer files to TRUST control
 Calculate cash receipts to be transferred to Trust
 Business development transition script
 New business referral process agreed with Trust
 Trust to advise details for redirect of all business related enquiries

EFU Campaign / Websites etc.

Remove materials related to Clarence St Theatre

Relocation of equipment / storage plan

Plan and schedule

	Feb-15	Mar-15	Apr-15	May-15	as at 11/06/15 00:00 Jun-15
WHO					
SEAN				done	25/06/15
				done	11/06/15
	done			done	11/06/15
				update sent	final 30/6/15
					26/06/15
Renee/HOS					by 30/6/15
NICOLAS					
Theatres RS					week of 22/6
Theatres RS					30/06/15
Theatres RS					26/06/15
Theatres RS					by 30/6/15
PRU Stu Girvan				done	by 30/6/15
PRU team				advised	by 30/6/15
RICHARD					
Anthony Alexander					by 30/6/15
Hira Denley					by 30/6/15
David Gunn/ Darryl Fong				advised	
Work with Steve Cox				advised	
Richard				advised	
HCT Admin					30/06/15
PRU					by 30/6/15
WORK with Accounts payable				advised	
				interim	final 30/06/2015
SVEN				done	
					by 30/6/15
					30/06/15
IS Darryl F				advised	from 22/6/15
IS					from 22/6/15
IS					from 22/6/15
IS					from 22/6/15
MURRAY / Ben					
Murray/Ben					by 30/6/15
RS				done	
Richard / Jason					
CHAD / CLAIRE					by 30/6/15
RICHARD					
RICHARD					
SEAN					15/06/15
RICHARD					30/06/15
RICHARD					30/06/15
RICHARD / Renee				Bank account details required	by 30/6/15
MURRAY					by 30/6/15
MURRAY					by 30/6/15
Chris Williams					by 30/6/15
Amy					by 30/6/15
SVEN / CHAD / Andy					26/06/15

The CST Transition Planning
Service agreements

Services	Contractor	Type	Who responsible	End date	Date Notified
Waste Bin	Waste Management Ltd	On call Inv	Richard S	Final empty 30/6/15	Letter 29/5/15
Electricity change-over	Contact Energy	Monthly invoice	PRU Energy Manager	30/6/15	online
Gas change over	Genesis Energy	Monthly inv	PRU Energy Manager	30/6/15	online
Phone cut-off	HCC/ Telecom	internal	IS David Gunn / Darryl Fong	30/06/15	Emailed 29/5/15
Data / Communications	HCC / Velocity Network		IS David Gunn / Darryl Fong	30/06/15	Emailed 29/5/15
Pest control	Rentokil	As Required	Richard S	30/06/15	Letter 29/5/15
Water filter	The Tree Company	Inv	Richard S	30/06/15	Letter 29/5/15
Alarm Monitoring	Waikato Security Services	AP	Richard S cc Steve Cox	30/06/15	Letter 29/5/15 emailed
Water supply	HCC	Water rates Inv	Nicola	30/06/15	Emailed 29/5/15
Fire Alarm <ul style="list-style-type: none"> Annual Fire hose inspection Annual Fire Extinguisher Monthly alarm testing Annual Alarm survey 	Fire Security Services Wormald are also familiar with this building our previous contractor	Monthly check /Inv	Brown/Denley Hira Stu Girvan PRU	30/06/15	
Window washing	Superior Window Cleaners	Invoice as requested	RS cc Pam E	Final clean January	Emailed 29/5/15
Carpet cleaning	Fulkaire Services Ltd	Invoice as requested	Pam E	Final clean January	Emailed 29/5/15
Evacuation trials 6 monthly Annual BWOF	Opus International Consultants		PRU	30/06/15	
Monthly Emergency Lights	Waikato Electrical		PRU	30/06/15	
Sanitary	Cannon Hygiene	AP	PRU	30/06/15	
Cardax System 6 monthly BWOF requirement	Concord Technology		Richard S cc Steve Cox	30/06/15	

The CST Transition Planning - Service agreements

fire alarm monitoring and maintenance checks	Fire Security Services			PRU	30/06/15	
Monthly Owners checks Daily for fire egress Monthly for general viewing	done by staff or contracted to an IQP			PRU	30/06/15	
Annual BWOF	Opus International			PRU	30/06/15	
Insurance	Aon	Building		Dave Robson	30/06/15	29/5/15 email
Rates ?	WRC			Dave Robson	30/06/15	
Heating 3 monthly servicing BWOF	McAlpine Hussmann	AP, as required		PRU	30/06/15	
Genie servicing 6 monthly re-certification	Taylor'd Hydraulic Solutions Ltd	Inv as required		Sven Ladewig	30/6/15	
Asset list write off/Gift Deed.	Finance, Eric Thompson Karen Cole			Richard S	1/7/15	

Although there's no requirement to use HCC contractors and the Trust will need to negotiate their own terms and conditions, there is some advantage using contractors who are familiar with the site and equipment. So this is a list of current contractors we use on this building and their contact details.

Service Supplier contact list

Contractor/service	Address	Address	Address	Contact	Ph/email
Waste Management Ltd	PO Box 5513	Frankton	Hamilton 3242		07 847 8316
Waikato Security Services	PO Box 697	Waikato Mail Centre	Hamilton 3240	Neil Maternaghan	seniorsuperior@waikatosecurity.co.nz Neil Maternaghan (neilm@waikatosecurity.co.nz)
The Tree Company	PO Box 19035		Hamilton 3244		07 848 1134 or info@tree.co.nz
Rentokil	PO Box 10496	Te Rapa	Hamilton 3241	William Lawler	07 849 8849 027 703 9697
Phantom Billstickers	PO Box 8277	Symonds Street	Auckland 1150		0800 742 686
Fire Security Services	163 Maui Street	Pukete	Hamilton 3200	Andy Grant	Andy.grant@firesecurity.co.nz
Fulkaire Services	PO Box 20383	Te Rapa	Hamilton 3241	Keith	027 497 7507 lawrences@slingshot.co.nz
Superior Window Cleaning	209A Whatawhata Road	Dinsdale	Hamilton 3204	Bruce Parry	bparry@xtra.co.nz or 8461028
Opus International Consultants Ltd	Private Bag 3057	Waikato Mail Centre	Hamilton 3240	Dave Coker	Phone +64 7 834 1872 Mobile +64 27 436 7600 Email Dave.Coker@opus.co.nz
Cannon Hygiene	PO Box 8122	Symonds Street	Auckland 1150		07 847 1641
Concord Security Ltd	166 Maui Street	Pukete	Hamilton 3200	Darryl Carlson	Darryl.Carlson@concord.co.nz or 07 849 4949
McAlpine Hussmann	Unit A, 20 Perclo Place	PO Box 20013	Hamilton	Damian Murphy	07) 849 1051 damian_murphy@ap.irco.com
Waikato Electrical Services Ltd	PO Box 1517		Hamilton	Kenny Buchanan	07 8466999 or 021 970141
CJ Cant Ltd	77 Colombo Street	Frankton	Hamilton 3204	Kathy & Royston Cant	07 9578700 kathy@cicantltd.co.nz
Taylor'd Hydraulic Solutions Ltd	305a Horotiu Road	RD8	Hamilton 3288		07 82299432 or 027 3115505
Fire Security Services					
Enrich +				Vanessa James	Vanessa.James@enrichplus.org.nz
Contact Energy (electricity)	We use online services so no specific contact details				
Genesis Energy (gas)	www.contactenergy.co.nz www.genesisenergy.co.nz				

