

• Percy Thomson Gallery • Percy Thomson Herbarium

• Percy Thomson Arboretum

12 June 2025

# **NOTICE OF MEETING**

Notice is hereby given that the Ordinary meeting of the Percy Thomson Trust will be held at the Percy Thomson Gallery, Miranda Street, Stratford on Tuesday 17 June at 3pm.

Yours faithfully

E Hall

**CHAIRPERSON** 







# **ORDINARY MEETING**

Date: Tuesday 17 June 2025 at 3pm

Venue: Percy Thomson Gallery, 56 Miranda Street, Stratford

# **Agenda Topic**

Notice of Meeting

Agenda

Opening Karakia

- 1. Announcements
- 2. Apologies
- 3. Declarations of Interest
- 4. Confirmation of Minutes
- 5. Matters Outstanding
- 6. Chair Report
  - 6.1. Transition Plan
  - 6.2. December 2024 June 2025 Review
- 7. Gallery Director's Report
- 8. Arboretum & Herbarium Report
- 9. Asset Report
- 10. Financial Reports
  - 10.1. Signatories
- 11. Investment Performance
- 12. Governance Workplan
- 13. Risk Management



# • Percy Thomson Arboretum



- 14. Health & Safety
- 15. Correspondence
  - 15.1. Inwards:
    - 15.1.1. Doug Robinson Letter of resignation
    - 15.1.2. SDC Rates Remission
    - 15.1.3. Maat re Todd Park Investments 2025 Tax Refund
    - 15.1.4. Maat re Osterley Way Investments 2025 Tax Refund
    - 15.1.5. NZI Trustees Liability Insurance Documents
  - 15.2. Outwards:
    - 15.2.1. Hutchins & Dick Rental Valuation
    - 15.2.2. SDC Service delivery & Unconfirmed Minutes
    - 15.2.3. Sergent Peppers Rent Review
    - 15.2.4. SDC Completed Rates Remission Declaration
    - 15.2.5. Marsh Ltd Insurance Renewal Declaration
    - 15.2.6. Doug Robinson Resignation Process
  - 15.3. Exchange
    - 15.3.1. SDC Percy Thomson Toilets
    - 15.3.2. SDC Insurance for Artwork
    - 15.3.3. SDC Wires in Percy Thomson Gallery
- 16. Items to come out of public excluded
- 17. Next Meeting

Closing Karakia







# Karakia

Kia uruuru mai Ā hauora Ā haukaha Ā haumāia Ki runga, Ki raro Ki roto, Ki waho Rire rire hau Paimārire I draw in (to my being)
The reviving essence
The strengthening essence
The essence of courage
Above, Below
Within, Around
Let there be peace

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# TRUSTEE REGISTER OF INTEREST DECLARATION

TRUSTEE NAME	Annette Dudley
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Nature of Interest	Date Declared
Trustee	3 June 2025
Trustee	3 June 2025
Partner	3 June 2025
Owner	3 June 2025
Owner	3 June 2025
Elected Member	3 June 2025
	Trustee  Trustee  Partner  Owner  Owner

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# TRUSTEE REGISTER OF INTEREST DECLARATION

TRUSTEE NAME	Ellen Hall
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Company/Organisation	Nature of Interest	Date Declared
Stratford District Council	Elected Member	12 June 2025
Stratford Community House	Deputy Chair	12 June 2025
Stratford Health Trust	Trustee	12 June 2025
Clutch Consulting Ltd	Owner	12 June 2025
Stratford Toa Rugby League Club	Secretary	12 June 2026
Toko Playcentre	Member	12 June 2025
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# TRUSTEE REGISTER OF INTEREST DECLARATION

TRUSTEE NAME	Helen Cloke
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Company/Organisation	Nature of Interest	Date Declared
Cloke and Co Trust	Trustee	12/06/26
Helen Cloke T/A Morph Face Painting	Owner	12/06/25
Helen Cloke T/A Nellie Joans	Owner	12/06/25
Central Taranaki Embroidery Guild	Committee Secretary	12/06/25

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# TRUSTEE DECLARATION OF INTERESTS

TRUSTEE NAME	Mary Bourke
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Company/Organisation	Nature of Interest	Date Declared
MARYBOURKE Unlimited	Principal	2008
Percy Thomson Trust	Trustee	October 2024
Hawera Cinema 2 Trust	Trustee	November 2024
PIVOT Award Distribution Committee	Chair	2020
Stratford Community House	Trustee	2017
Taranaki Media Archive Trust	Trustee	2009
Bashford Nichols Trust	Interim Chair	2005
BAF (Bishop's Action Foundation)	Interim Chair	Trustee since 2003
F&E Rodie Trust	Trustee	2001
Justice of the Peace		2000

# MINUTES OF A MEETING OF TRUSTEES HELD AT THE PERCY THOMSON GALLERY, MIRANDA STREET, STRATFORD ON THURSDAY 15 MAY 2025 AT 3.05 PM

#### Present

Ellen Hall (Chairperson), Helen Cloke, Annette Dudley, Mary Bourke, Doug Robinson. Catherine Rhodes (Gallery Director). Jacqui Wood (Minutes Secretary).

# **Opening Karakia**

The opening Karakia was read.

#### 1. Announcements

There were no announcements.

## 2. Apologies

An apology was received from Trustee Deborah Clough. The apology was sustained.

Dudley/Robinson

### 3. Trustee Declarations of Interests

Trustees were asked to declare any real, or perceived, conflicts of interest relating to the agenda. There were no conflicts of interests declared. It was agreed that the Chair would recirculate the register of interest template for each Trustee to furnish the information required. Register to include all organisations/businesses/groups/Trusts that any Trustee is involved with.

#### 4. Confirmation of Minutes

It was resolved that the minutes of the meeting held on Thursday 17 April, be confirmed as a true and accurate record.

Bourke/Dudley

# **Matters Arising**

Glasses – The Gallery Director advised she did not have a debit card yet to enable the purchase of the glasses. The Chair advised that all paperwork had been completed, and the matter was now sitting with the council to progress with the bank.

# 5. Matters Outstanding

The matters outstanding report had previously been circulated to all Trustees.

- Review gallery fees The Gallery Director is progressing August.
- Review what the friends of the gallery receive currently the Gallery Director is regathering the database and should have a clear idea by August to be included in the governance workplan.
- Minimum financial requirements for auditors to be provided to council in liaison with council, the minimum financial requirement for auditors is that the Trust follows the existing financial reports that have been provided to the auditors, by council, on behalf of the Trust. If reports are consistent with what has been provided in the past then the obligations of the Trust will have been met. Mrs Dudley advised that Baker Tilly would like the worksheet if possible. The item can now be removed from the matters outstanding report. It was suggested that the Chair and Mrs Dudley meet with Stephanie, from Baker Tilly.

# 6. Correspondence

A list of correspondence, together with a copy of the correspondence, had previously been circulated to the Trustees.

#### Inwards

It was noted that four of the items related to financial investments.

- The Chair confirmed that the new email addresses for chair@, admin@, arboretum@, were up and running and that the Trust was waiting for a quote from Baker Tilly regarding the Sharepoint component of the governance space which would enable the Trustees to access documents on Sharepoint via their own log in. Accessibility for Councillors was discussed, and it was agreed that they would be able to access Percy Thomson information the same way that interested members of the public would through the website..
- SDC Process for paying invoices The council had advised that their new system requires invoices to be
  approved by the Trust prior to payment. Trustees were in favour of this process and had been requesting it for
  some time.

#### Outwards

- SDC Statement of intent cover letter This, and the Statement of Intent, will go to the Policy & Services meeting set down for 27 May at 3.00pm and any Trustee who was available to attend would be welcomed. The Chair read an email from the SDC with respect to the cover report for the statement of intent, and a query regarding the budgeted figure of \$50,000.00 from external funding for an administration role, and why it didn't show any expenditure against the item. The Chair had replied to the SDC advising that the item was \$50,000.00 for general operations, as written in the Statement of Intent, was not specifically for a staff member and is not stated as such in the report. It is an amount that the Trust has focused on in obtaining for general operations as part of the Trust's focus on revenue generation. This raised a separate question in the meeting of how the SDC grant figure of \$50,000.00 was first arrived at, and the rationale behind it. It was possible the figure was based on a percentage of rates, and if so, the Trust could be suggesting an increase to the SDC contribution. It was agreed to add to matters outstanding clarification of original formula for the annual council's grant.
- Bruce Ellis investments and divestment plan The Chair reiterated that she had met with Mr Ellis to formulate an investments and divestment plan. Mr Ellis was working on some correspondence to send to the current investment portfolio holders. The Chair had enquired of Mr Ellis what the process was, going forward, to put the plan together. Mr Ellis provided the Chair with a copy of the correspondence which had been sent to the 3 portfolio holders. The Chair agreed to follow up with each of the portfolio holders. Mr Ellis had further advised that formulating a divestment strategy at the present time was difficult given that information was outstanding on such things as the annual financial reports for the schemes that will lay out the current values of the properties, the consequent net values of the investments, the proposals for cash distributions, and recommendations re sale of the properties, if any. The Chair reiterated the background on the matter and recalled earlier conversations that the Trust's intent was to move quickly to realise some of the investments, with the understanding that there may be a couple that could not be sold until a later time, but within the timeframes the Trust had committee to. Trustees understood this to be the case. It was suggested that the matter be referred to Mark Butterworth for his view. It was agreed that his response would need to be expeditious.

It was resolved to delegate, to the Chair, the task of dealing directly with Mark Butterworth in order to formulate a divestment strategy as soon as possible.

Bourke/Robinson

It was agreed that the Chair would consult with Mrs Dudley who would also assist with the matter.

It was resolved that inwards correspondence be received and outwards approved.

Bourke/Robinson

# 7. Chairperson's Report

The Chairperson's report had previously been circulated to all Trustees.

The Chair spoke to the report and the following was noted –

- The opening of the Inked exhibition was a great event
- It was good to see the friends of the arboretum in action
- TRC herbarium there were issues around the inability to update the website as neither the TRC nor the Trust
  has the access or ability to do it. It was agreed that the item needs to be included on the workplan to find a
  resolution November. Mrs Cloke noted that if the resolution were to find websites to link to, it may be
  possible to do this as soon as the Shopify website goes up. It was further agreed to engage in discussions with
  the TRC.

It was resolved that the Chairperson's report be received.

Hall/Cloke

# 8. Gallery Director's Report

The Gallery Director's report had previously been circulated to all Trustees.

The Gallery Director spoke to the report and the following was noted –

Roger Peters 2026 exhibition – The Gallery Director declared a potential conflict of interest.
 It was resolved that the Roger Peters 2026 exhibition be held.

Dudley/Bourke

- Gallery hire charges currently the item is on the workplan for August. The Gallery Director asked for clarification and/or any background information on why the change was made from a daily charge to an overall exhibition fee. The Chair confirmed that she had supplied the Gallery Director with a report relating to the topic.
  - It was agreed that the Gallery Director would provide an interim paper, prior to the June meeting, which lays out 'where we are' and some of the challenges being faced with the current charging model. The Trustees could provide feedback with a view to the Gallery Director providing a final set of recommendations at the July/August meeting. Report to include historical information for context.
- Marketing & promotion budget newspaper providers will only run a story or press release if accompanied by
  a paid advertisement as the newspapers consider some content as advertorial. Discussions centred on where
  the marketing/advertising budget sat and what advertising could be done at no, or little, cost such as social
  media, More FM community event notices, etc. The question was raised as to whether the Trust builds in
  advertising costs when agreeing an exhibition. The Chair advised that no adjustments on how we operate
  during the current times has been applied to the budget and therefore it was likely, that historically, the cost of
  the gallery exhibitions would have included promotion costs.
- The Best Thing this is now included in the monthly Gallery Directors report.
- Iwi liaison The Gallery Director asked if there was an iwi liaison officer at the SDC, or similar, to discuss
  embedding Te Ao Māori and Te Tiriti into the Percy Thomson Gallery practices. The Chair suggested that she
  contact Kate Whareaitu at the SDC as a first point of contact to offer direction of who would be best to engage
  with.
- The Gallery Director requested an update regarding the health and safety documentation and whether she was tasked with doing anything currently. Ms Bourke advised that the Trust had adopted the SDC H & S policy. The SDC had provided a plan of attack, and the Trust was working from the bottom up to produce a H & S manual, one for the arboretum and another for the gallery, which will sit underneath the H & S policy. It was agreed Mrs Cloke would forward the documentation she had to the Gallery Director who would continue to work on the document. The Chair confirmed that formulating the H & S manual was also on the workplan.

Mrs Cloke and the Gallery Director had met with Daniel Pemberton, health and safety officer at SDC. The Trust Chair will meet with Mr Pemberton as well..

It was resolved that the Gallery Director's report be received.

Hall/Dudley

# 9. Arboretum and Herbarium Report

The Arboretum and Herbarium report had been previously circulated to all Trustees.

Prior to Mrs Cloke speaking to the report, she provided a brief update on the Shopify website –

- Good progress is being made to move Percy's Place onto Shopify.
- All technology required has arrived, ready to be picked up.
- The background of the new website has been built (on a new platform), and this will replace the current website.
- Percy's Place will be closed from the 9-13<sup>th</sup> June to allow the stock to be photographed and loaded onto the
  website which should be live at that time. The logistics of where personnel and volunteers need to be during
  that week still needed to be worked through.
- The website will include a section of who is involved with the Trust. To this end Mrs Cloke asked if each
  Trustee could provide a headshot photo for inclusion. A short bio on each Trustee would be included if
  possible. Mrs Cloke will request the wording from each Trustee if the inclusion of the bio was possible.

Mrs Cloke then spoke to her Arboretum and Herbarium report and the following was noted –

- Mrs Cloke provided an update since authoring the report. Chilean myrtle council had confirmed that the date for removing the big trees would be the 26<sup>th</sup> of May and the work would be completed in one day. Research on the complete removal of the trees, to ensure no regrowth, has been undertaken by Jim Clarkson and this has been supplied to the contractor. The possibility of grinding the stumps was discussed. Mrs Cloke advised she would like to have a discussion with the contractor prior to their commencement to ensure everyone is on the same page. It was agreed that, post the job, it would be good to receive a report from the contractor outlining the process they followed.
- Mrs Cloke advised that she was meeting with the six volunteers on the 16th of May to formally sign them up.

It was resolved that the Arboretum and Herbarium report be received.

Cloke/Robinson

### 10. Asset Report

The Chair provided a verbal report and the following was noted -

- Gutters the gutter work which had previously been approved has been delayed due to weather conditions and should be undertaken within the next fortnight.
- Windows work is confirmed for Monday 19 May and should be completed on that day.
- Cords in the office at Percy's Place photos had been taken and quotes requested from suppliers to cover
  them up. Mrs Cloke declared an interest for the information she was about to provide. The declaration was
  noted. Mrs Cloke updated the meeting with information she had just received via text, with options which
  included either boxing the cords or pulling them into the ceiling space. It was agreed the best solution would
  be an option where the cords were no longer visible whilst also providing the most space for future use. The
  quotes for the work had yet to be received by the Trust.

It was resolved to delegate the task of getting the holes in the wall fixed, to the Chair.

Bourke/Dudley

• HVAC – the system is now working. The Chair deferred to Mrs Cloke who updated the meeting with discussions she had with Mark Dickson, from AHI, when he was in the gallery and this included his recommendations. Mr Dickson provided Mrs Cloke with the name of an engineer, Mark Garner, who

specialised in HVAC systems, and she had been in contact with him. The Chair advised she would arrange to meet with the two Marks, and Neil Cooper (SDC), to devise a plan going forward, and that she would keep the Gallery Director in the loop. It was agreed that the Chair would take on the asset component of what is to be undertaken.

It was resolved that the Asset report be received.

Hall/Robinson

#### 11. Financial Statements

There were no updates. The question was raised as to whether the reports were going to be provided monthly or bi-monthly.

### 12. Investment Performance

There were no further updates to the information provided at the previous meeting. It was agreed that the Chair would follow up on the matter.

# 13. Governance Workplan

### 13.1. IT Policies

- The council IT policies had been presented at the April meeting. The Chair suggested that the item be addressed at the July meeting.
- The Chair will raise with IT that there had been difficulties removing the previous administrator from the Facebook account. It would appear that because the previous administrator was a 'super user' this required her approval to be removed. The Gallery Director advised that the previous administrator believed she had removed herself via the business suite. The Chair raised the potential for this being a matter of risk.

# 13.2. Health and Safety Policy

- The Chair advised that a meeting is required with Daniel Pemberton.
- Item to be placed on the July workplan.

# 13.3. Volunteer Policy - Arboretum

- The Chair advised that the policy was here for adoption and thanked Mrs Cloke for the work she undertook and invited Mrs Cloke to speak to the document. Mrs Cloke advised that the policy was for the arboretum volunteers specifically and was a pared down version of what was included in the last minutes. With respect to the subject of police vetting, Mrs Cloke had sought the opinion of Daniel Pemberton who had advised that in his opinion it was a case of everyone gets vetted or no-one gets vetted, this avoids accusations of either profiling someone or discriminating against someone. It was agreed that no police vetting was required for the arboretum volunteers, however this may not necessarily be the case for volunteers in the gallery and/or Percy's Place who may work with money and valuable artworks. Ms Bourke was in favour of mitigating any risk and/or temptation as opposed to police vetting. The Gallery Director was in favour of no police vetting but of having written guidelines to deal with any improper behaviour.
- It was agreed the above feedback would be considered prior to adopting the volunteer policy for the gallery which will include how to mitigate risk if the police vetting is not included in the policy.

The Chair thanked Mrs Cloke for her work on the policy.

It was resolved to adopt the Volunteer Policy – Arboretum.

Hall/Bourke

### 13.4. Future Options Report

The report had been previously circulated to all Trustees.

The report was taken as read.

Section 1 - Administration

The recommendations were as follows -

THAT the Trust trial Jacqui Wood until the end of the 2025 financial year to deliver meeting administration, including agenda and minute preparation, as an interim trial, after which it will be reviewed alongside any other services provided by Council.

The Trust has now appointed Jacqui Wood to deliver meeting administration, including agenda and minute preparation, on a trial basis for a period of two months and the requirements of the Trust will be subject to review at that time.

THAT: henceforth Percy Thomson Trust undertakes full responsibility for the preparation and timely submission of council reporting specifically but not limited to the Statement of Intent, six monthly report and the annual report; and further – undertakes to provide full reports on a quarterly basis.

The Chair reiterated her reasons for supporting this recommendation, parts of which she had touched on earlier in the meeting and her belief that it would be more efficient for the Trust to do it themselves. Ms Bourke was in full agreement and added that undertaking to provide the reports on a quarterly basis was fundamental in keeping the Trust transparent and accountable.

It was resolved that the recommendation be adopted.

Hall/Bourke

THAT: in order to meet the reporting requirements in a timely manner, the Percy Thomson Trust undertakes full responsibility for its own financial management, including accounts, accounts receivable, accounts payable, and payroll including Paye and KiwiSaver.

THAT: Baker Tilly be engaged now to assist the Trust and that such arrangements will commence at 1 July 2025.

THAT: in the interests of clarity, the Percy Thomson Trust engages the Council Auditor (Audit NZ) to undertake the annual audit for the 2025/26 financial year; and that the accounts be prepared in accordance with the model used to present the last year's accounts.

THAT: a conversation between the Chair, Mrs Dudley, Audit NZ, Baker Tilly and appropriate Council personnel be convened at the earliest possible convenience to better understand Audit NZ's requirements and any implications (or pitfalls) they can see moving forward. Note: Chris Webby from Audit NZ did attempt to contact the Chair on Tuesday 15 April, however all subsequent attempts by the Chair to return the call have failed.

It was resolved to adopt the above four recommendations.

Bourke/Cloke

Section 1 - Ancillary Services

The Chair noted that a process had been worked through, including the feasibility of the decisions and that all the Trustees were aware of the context.

The recommendations were as follows -

THAT: the Percy Thomson Trust undertakes full responsibility for the administration of property services, responsible HR management practices, IT programmes (including document management) and hardware, and external communications from 1 July 2025.

The Chair noted that the Trust was on a natural progression to be doing this now and the Trust had seen efficiencies by taking these things on themselves.

It was resolved to adopt the recommendation.

Bourke/Dudley

THAT: the Percy Thomson Trust negotiate with Council a three-month trial period, for advice and/or emergency support in particular but not limited to IT, Health and Safety and legislative compliance, to be sought (and paid for) from SDC on an as is needed basis.

The Chair reiterated the context, being that the conversation with the Chief Executive had centred around how a relationship would be, should the Trust remove its services from council and how advisory services would be provided, such as whether they would be on a retainer, paid on a case-by-case basis, or as part of their responsibilities to a CCO. There was no clarity to date on how that would look like, however the bare minimum would be on a case-by-case basis.

It was resolved to adopt the recommendation as from 01 July 2025.

Robinson/Dudley

### Section 1 -Toilet Facilities

The recommendation was as follows -

THAT: the Trust negotiates with the Council the continued provision of this service (maintenance and cleaning) until 31 June 2026 by which time the Trust will have established the cost of undertaking this service and provided reasonable notification that these costs will be incorporated into the revised lease agreements in September 2026. Note: this will mean a transition period (July – September) during which the Trust will need to budget to cover these costs

To date the maintenance and cleaning costs have been paid for in kind by council as public toilets. The council Chief Executive is of the view that the toilets are not public toilets given the proximity of the public toilets under the clock tower and at the Centennial building on Fenton Street.

Mrs Dudley was of the view that prior to the Trust committing to paying for the maintenance and cleaning costs, or on-charging the costs to the lessees, the Trust needed to go back and look at the original agreement and what the council's thinking was behind their decision to pay and why that view had now changed.

It was agreed to leave the recommendation on the table and to research what the original arrangements were.

# Section 1 – Maintenance of gardens

The recommendation was as follows -

**THAT:** The Trust negotiates with the Council the ongoing provision of this service (mowing and garden maintenance) and clarifies the terms on which it will be delivered. Note: this service is not part of the \$20,600 fixed annual charge.

It was resolved to adopt the recommendation.

Hall/Cloke

## Operational – what still needs to happen

 The Chair and the Gallery Director will be travelling to Wanganui to visit a Sargent Gallery which is also a CCO.

# Section 3 - Cost

The Chair reiterated that the question of 'What does the organisation need now' has been in discussion since January and decisions to date have been financially focused and now we need to look at what the organisation needs as a whole. The Chair referred to the function section of the report which outlined potential savings from disestablishing the Gallery Assistant role, no longer having a payment to council for administration services, and audit costs. This amounted to circa \$55K. The proposed costs of engaging an administrator to prepare the agenda and minutes, Baker Tilly for financial management, transferring to Xero, and establishing an Operations Officer role amounted to circa \$68K. The difference between savings and costs being approximately \$13K. The efficiencies gained by what is proposed to be put into place would be worth the \$13K and could possibly be sought through grants from external funders.

The impediments to being a CCO was discussed, including the time taken to adhere to LGOIMA and the Public Records Act, cost of consolidating the accounts into the council's accounts and eligibility to access external

funding when the Trust is viewed as a CCO. If the Trust were to move away from being a CCO it would need to go out to public consultation on the LTP.

It was resolved to adopt the report.

Hall/Cloke

# 13.4.1. Operations Officer Job Description

The job description had previously been circulated.

- The role reports to the gallery director.
- The successful candidate will interact with the Trust Trustees, casual staff, and volunteers.
- The skills and attributes were outlined in the job description.
- Ideally the successful candidate would have an understanding of, and appreciation for, arts practice and creativity.
- Salary range and start date to be confirmed.

It was resolved that the Trust confirm the establishment of an Operations Officer role to meet the current needs of the organisation as described in the job description.

Hall/Bourke

# 13.5. Financial Management Strategy

The Chair advised that, using the financial management template would be better informed following conversations with Baker Tilly. The template raises a lot of questions for Baker Tilly and the discussions will then enable a sturdier financial strategy to be formulated.

# 13.6. Draft Annual Budget 2025-2026

The report had previously been circulated to all Trustees.

The Chair spoke to the report advising that -

- The statement of intent covers projections for a period of 3 years.
- As a starting point the Chair has provided the statement of intent financials for the upcoming financial year and asked the Trustees to provide feedback over the next two weeks which will then influence the final draft budget. Ideally this would be approved at the next meeting.

Ms Bourke noted that some items needed to be updated, given the recommendations which were adopted at the meeting today. It was agreed that the Chair would keep working on the document, taking into account any Trustee feedback, and present an update at the next meeting.

Mrs Dudley questioned the timing of when new signatories would need to be organised with the bank, and whether the next meeting would be too late? The Chair advised that it may be necessary to have an extra ordinary meeting to organise the signatories.

# 14. Risk Management

The following was identified -

- Risk management relating to volunteers.
- Risk management relating to social media and the difficulty in mitigating.

### 15. Health and Safety

There was nothing new which needed to be noted.

# 16. Items to come out of public excluded

- Financial services.
- Engagement of a minute's secretary.

# 17. Meeting Dates

The next meeting date is to be confirmed.

Closing Karakia
The closing Karakia was read.

Meeting closed at 5.30pm.

# MATTERS OUTSTANDING for June 2025 meeting.

ITEM OF MATTER	MEETING RAISED	RESPONSIBILITY	CURRENT PROGRESS	EXPECTED RESPONSE
Review of the Gallery fees	January 2025	Gallery Director		August 2025
Review what Friends of the Gallery receive	January 2025	Gallery Director	To be put on the workplan for March	August 2025
Create a Hazard register	March 2025			
Gallery Guttering	April 2025	Ellen		May/June 2025
Air Conditioner Maintenance of leased spaces	April 2025	Ellen		
Statement of Intent	May 2025	Ellen	Seek from Council – clarification of original formula for the Council's annual grant	



# **CHAIR REPORT**

то:	Percy Thomson Trustees
FROM:	Ellen Hall, Chair
DATE:	12 June 2025
SUBJECT:	Chair Report for June Trust Meeting

#### 1. KEY HIGHLIGHTS

#### 1.1. Exhibition Opening

It was a pleasure to attend the opening of *Pay Here* by Tertius and Fiona Clark, celebrating 50 years of the Tikorangi Factory Studio and Gallery. Each exhibition at the Percy Thomson Gallery brings something distinct, attracting interest and support from across the community. Despite this variety, one constant is the exceptional quality of presentation, thanks to the hard work of our Gallery Director and hanging team. Their professionalism consistently upholds the high standard our gallery is known for. A sincere thank you to Catherine for her leadership and for supporting the artists in bringing this exhibition to life.

#### 1.2. Statement of Intent

Council approved the Percy Thomson Trust's Statement of Intent 2025–2028 at its meeting on Tuesday 27 May. This is a significant milestone in ensuring the Trust is well-positioned to fulfil its role as a Council-Controlled Organisation. I want to thank the trustees who were able to attend the meeting in support of this critical piece of work. The approval of the SOI provides a clearer platform for the Trust's strategic direction and ongoing partnership with Council.

#### 2. STRATEGIC FOCUS

## 2.1. December 2024 – June 2025 Review

Over the past six months, I have felt the weight of the Trust's responsibilities and the breadth of work required to support its success. At times, I have questioned whether I've done enough. This reflection has prompted me to take stock of what has been achieved since December 2024, and I believe it is timely for us as a Trust to acknowledge the progress made and the collective effort involved.

I would like to recognise the ongoing commitment of our Trustees, who continue to strengthen our governance practices, and extend my thanks to Catherine for her leadership and operational mahi in addressing the many tasks required to keep the Trust moving forward. Together, these efforts have laid important groundwork for the Trust's future direction.

As part of our meeting, I suggest we take time as a group to reflect on and outline the work that has been completed during this period, so we can acknowledge our collective progress and move forward with clarity and confidence in our next steps.

#### 2.2. PTT Transition Plan

As the Trust prepares to shift its service delivery away from Council, a key next step is the development and implementation of a Transition Plan to guide this process. A draft of this plan is attached to this report for discussion at the meeting.

Our immediate focus will be on ensuring that all aspects of the Trust's operations are adequately supported throughout the transition. This includes maintaining continuity of service, safeguarding staff and organisational wellbeing, and ensuring systems, responsibilities, and relationships are appropriately accounted for. Particular attention will be given to human resources and financial management to ensure stability and clarity as we move into a more independent mode of delivery.

#### 3. CRITICAL ISSUES

#### 3.1. Trustee Recruitment

Per our Trust Deed, the Percy Thomson Trust must maintain between six and seven trustees. Following Doug's resignation, our current number has dropped to five. To ensure compliance in the interim, Doug will need to remain in his role until a replacement is confirmed.

Stratford District Council is currently seeking expressions of interest for the vacant trustee position, with applications closing on 27 June. A recommendation will follow shortly thereafter for consideration at the next appropriate Council meeting.

Informal engagement with prospective trustees has also taken place to encourage strong applications and ensure the Trust maintains a balanced and capable governance team.

#### 4. LOOKING AHEAD

As we move into the second half of 2025, the Trust builds on a significant period of action and change. With the Statement of Intent in place and the transition plan under development, we are well-positioned to continue strengthening the Trust's operational capacity and long-term sustainability.

Key priorities over the coming months include progressing the transition from Council-led service delivery, onboarding new trustees, and advancing our work in investment management, diversifying funding streams, and asset stewardship. These efforts will help ensure the long-term sustainability of the Trust and the continued success of our gallery and arboretum.

Ngā mih	i
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Ellen Hall

Chair

# **Percy Thomson Trust – Transition Plan**

#### **Financials**

- General ledger Christine can run a trial balance at any time, that gives all the codes and their budgets, for this year, and also the budget for next year. This can then enable the budgets to be set up for the new financial year in Xero.
- Debtors Christine will provide a copy of the debtors outstanding as at 30 June 2025, together with the relevant invoice owing to PTT.
- Debtors PTT will need to continue on with the monthly invoicing for Juffermans Surveyors and Sgt Peppers.
- Creditors Christine will provide a copy of the creditors balance outstanding as at 30 June 2025, together with the relevant invoices. Note – invoices that SDC receives in July that are dated up to 30 June 2025 still need to be processed by them but won't be paid prior to year end.
- The bank accounts that the Trust hold will remain as is, so no need to set up any new
  accounts. However, the signatories will need to change. Christine will need viewing access
  only from 1 July 2025, until the annual audit is completed, in case the auditors require
  information regarding transactions. Once the annual report is signed off by Audit NZ, then the
  access can be terminated.

#### **Payroll**

- Christine will provide details of each employee's information in the payroll system, so they
  can be set up early, and ready to go. This will include tax code, KiwiSaver, pay rate, etc. SDC
  will pay the week of 23 29 June 2025 on Monday 30 June 2025, and also do the PAYE for the
  month of June 2025.
- PTT will be required to pay employees from Monday 30 June.
- Please note that the employment agreements (which are with HR) state staff will be paid weekly.
- PTT will need to get new logins with IRD to enable weekly pay day filing, pay PAYE, and receive correspondence as required.

## **Emails**

Currently most invoices come to SDC via council email. As these are received, Christine will send them back to the supplier and ask that they update their contact details, and that they forward them on to PTT, to an email that we will provide to her. This way we will know that everything is taken care of.

#### **Utilities**

This includes the following:

- 1. Mercury Energy currently under Council's account, but has its own meter and ICP number, so can be switched over to PTT's name
- 2. Spark the phone line is currently on Council's Spark account this can also be changed to its own account in the Trust name

Christine has offered to arrange for these to be moved into the Trust name.

# Regular monthly contract/other payments

Council pay a number of invoices through its own contracts, which are then on-charged monthly to the Trust. Below is a list (may not be all inclusive):

- 1. Fire Security Services monthly charge
- 2. ADT Security monthly charge
- 3. Johnson Controls Fire system monitoring quarterly charge

## **Human Resources**

Personnel files transfer

### **Health and Safety**

ACC levy (Transfer to PTT)

#### IT and records

- Finalise Sharepoint system to enable access for Trustees to key documents and to ensure appropriate file management practices are in place
- Double-check that arrangements to ensure appropriate public access to agendas and minutes are working

## **Property and related issues**

- Clarify the paperwork regarding the formal ownership of the building
- PTT will continue to work (independently) with Neil Cooper
- Work with Council staff to obtain a list of current providers for contract services
- Communicate with tenants the change to processes and communication lines

### **Timeframes for Actions**

We	eek beginning 16 June	<u>Notes</u>
•	Run the trial balance (Christine)	
•	Change signatories on bank accounts – maintain viewing access for Christine until 30 December??? (PTT)	
•	Arrange new logins with IRD to enable weekly pay day filing, pay PAYE, and receive correspondence as required (PTT)	
•	Provide Christine with the appropriate PTT email address for creditors to send future invoices (PTT)	
•	Arrange to switch over Mercury Energy and spark accounts to PTT (effective from 1 July 2025) (Christine)	
•	Finalise Sharepoint system to enable access for Trustees to key documents	
•	Double-check that arrangements to ensure appropriate public access to agendas and minutes are working	

Week beginning 23 June	
Confirm (formally) With SDC That PTT is taking back in-house all administrative services, and seeks further information regarding the cleaning costs for the public toilets around how these toilets came to be included in the Council cleaning contracts originally, and how the Council view on this may have changed. (Ellen)	
Set up monthly invoicing for Jufferman's and Sgt Pepper's (PTT)	
Set up the payroll system including tax code, Kiwisaver, pay rate,     PAYE etc – to be paid weekly in line with the current employment     agreements (PTT)	
Review arrangements for fire security services, ADT security, and Johnson Controls Fire system monitoring and either arrange to transfer from SDC or make alternative arrangements (effective from 1 July 2025) (PTT in consultation with SDC Property Officer)	
Week beginning 30 June	<u>Notes</u>
Outstanding debtors (Christine)	
Creditor's balance outstanding (Christine)	
Transfer Personnel files (Catherine)	
Clarify the paperwork regarding the formal ownership of the building	
Week beginning 7 July	Notes
ACC levy	
Any other outstanding insurances	
Any outstanding publications and/or subscriptions	
Clarify the paperwork regarding the formal ownership of the building	
Incorporate Divestment Strategy into Governance Workplan	
Week beginning 14 July	Notes
Prepare first quarterly report for sign off at July Trust meeting (PTT Chair)	
Week beginning 21 July	<u>Notes</u>
Chase up any outstanding invoices still with SDC	

# Percy Thomson Gallery Director's report - June 2025

# Operational overview

It seems barely a moment since the last report and meeting, with all energies being directed towards the current exhibition's installation and opening, and the wash-up from the last show. My focus now turns to the Percy's Place upgrade, along with continuing to welcome visitors and keeping the ship powering forward! My thanks to you all for your ongoing support; in-gallery each day, and with assorted projects. I'm enjoying getting to know you as Trustees better, and appreciate your feedback, input and our conversations.

The Puanga rākau will be installed in our foyer on Monday 9 June ahead of Matariki celebrations this month.

## **Gallery visitor numbers**

2022/ 2023								
Month	Visitors							
July	1153							
August	1378							
September	1460							
October	2217							
November	1887							
December	1563							
January	1620							
February	1190							
March	1633							
April	2027							
May	1430							
June	1126							

2023/ 2024								
Month	Visitors							
July	1833							
August	2228							
September	2418							
October	2211							
November	2195							
December	1734							
January	1379							
February	2343							
March	2008							
April	2159							
May	2886							
June	2389							

2024/ 2025							
Month	Visitors						
July	2148						
August	1780						
September	2211						
October	2143						
November	2791						
December	1945						
January	1997						
February	1520						
March	1664						
April	1692						
May	1590						
June							

Takal	40004
Total	18684

Total	25783
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Total	21641

# Gallery numbers at a glance

- Visitors: 1 5 June 2025: 160
- *INKED* and *WITT Student Printmakers* exhibitions: 1,802 visitors with 36 sales (41 items) totalling \$2,531.00 (commission: \$759.30).
- Sales, financial year to date: \$37,215.00 (commission: \$6,923.30). A work from the current exhibition has sold for \$1,500.00 (commission: \$450.00).

# **Exhibition programme**

Exhibition	Start date	End date	Details
PCANZ Taranaki	19 April 2025	18 May 2025	Complete
Printmakers /			
WITT Students			

Fiona Clark & Tertius: <i>PAY HERE</i>	23 May 2025	29 June 2025	Showing now
Quintet / Morgan Paige Taitoko and Richard Landers	4 July 2025	3 August 2025	Planning and early promotion underway. Exhibition opening: Friday 4 July at 6pm – all welcome!
Elliot Collins/Mary Spacapan/Haoro Hond/Dwayne Duthie	8 August 2025	7 September 2025	In-person meetings held with Elliot Collins, Dwayne Duthie and Mary Spacapan.
Taranaki Arts Trail 2025	12 September 2025	5 October 2025	Conversations and planning underway. Work needed as some aspects of the exhibition are still unclear.
Watercolour New Zealand	10 October 2025	16 November 2025	Representatives from the group visited Stratford on 3 June – see notes below.
Stratford Art Society	21 November 2025	14 December 2025	Contract signed; early conversations held.

INKED: Original Handprinted Artworks by PCANZ Taranaki Printmakers and WITT Student Printmakers closed with two sold-out workshops supported by the Stratford Creative Communities Scheme and facilitated by Dimphy de Vaan (Saturday 17 May) and Michaela Stoneman (Sunday 18 May), along with an artist forum in the final hour of the show. The events were a beautiful way to close off these exhibitions and provided a handy conduit into the packdown at 3pm.

Our current show *Fiona Clark and Tertius PAY HERE* opened to a generous and supportive crowd on Friday 23 May, and what was perhaps a record at six speeches including a gorgeous missive by Tertius' brother Doug. The show takes a slightly different curatorial approach to a typical PTG exhibition and is stretching perceptions in the process – only a good thing! A student workshop and artists' talk are being arranged for the show's last week.

I continue to talk and meet with artists regarding 2025, 2026 and 2027 exhibitions, firming up the specifics as I go. Dates for *Emergence 2026* have been set and work is underway already – connecting with Taranaki Foundation, Kelvin and Carolyn Squire and into the student communities that will bring the show to life.

Of particular note was a hui with representatives from Watercolour New Zealand on 3 June to discuss what will be a massive exhibition from October: between 250 – 300 wall-mounted works. We talked through the implications and logistics of this, especially inward and outward freight and the installation process, and I will keep the Trust informed as to how this unfolds. From a Gallery staffing and resources perspective it will be a significant stress-point, especially as there are short and high-density shows [Taranaki Arts Trail and Stratford Art Society] either side of it.

I am also planning my first exhibition; the summer show that straddles the 2025/2026 calendar years – more information to come!

# Percy's Place

## **Sales, financial year to date: \$39,358.50 (commission: \$13,774.74)**

As I write the stocktake and transition to Shopify is only days away; commencing the week of Monday 9 June. I hosted an afternoon tea for volunteers on Wednesday 4 June – by way of thanks for their ongoing mahi, and to explain the changes and benefits of the new system. Feedback was very positive, and we received some good questions and comments that will inform how we approach not only the rollout but also the support manual that sits alongside it.

I'd like to formally thank Helen for her massive efforts and energies in this space, and for her invaluable working knowledge of Shopify – to say it wouldn't be happening without her is an understatement!

# **Budget**

No issues to report.

# **Health & Safety**

- During the Gallery's last changeover it was noted the big ladder was without its safety rail. I have spoken to Daniel Pemberton (Health, Safety and Wellness at SDC) who has provided recommendations for getting this fixed – requesting sign-off to do so please.
- Carried over from the April report: the Gallery's security footage is missing a link/screen, with only three of the four views visible. I contacted the IT team at Council in mid-May seeking information about our supplier; awaiting a response.
- Helen has passed on the paperwork from Daniel/SDC along with the Aboretum Health and Safety plan, which I will use as a template for the Gallery version. Work on this will commence the week beginning 16 June.

# **Actions or assistance**

- How we monitor visitor numbers from 1 July:
  - o existing system passed over from the Council to the Gallery
  - o a new system (to be scoped and determined)
  - o manual method
- Gallery fees and charges as per the accompanying document.
- Design work and services.

Catherine Rhodes, Director 6 June 2025

# Gallery fees and charges - interim report

#### **History:**

An undated schedule [likely from the tenure of Rhonda Bunyan] outlines the following charges:

• Entire Gallery: \$68 per day (we charge two days before the exhibition for installation and one day after for take-down)

Most exhibitions are charged at 26 days (unless prior arrangement has been made) \$1768 inc

There is a commission-based hire where the artist/s confirm that more than 75% will be offered for sale which is \$38 per day and 30% commission.

26 days = \$988 inc

• Main Gallery: \$60 per day (we charge two days before the exhibition for installation and one day after for take-down)

Most exhibitions are charged at 26 days (unless prior arrangement has been made) \$1560 inc

There is a commission-based hire where the artist/s confirm that more than 75% will be offered for sale which is \$30 per day and 30% commission.

26 days = \$780 inc

• Community Gallery: \$26 per day (we charge two days before the exhibition for installation and one day after for take-down)

Most exhibitions are charged at 26 days (unless prior arrangement has been made) \$676 inc

There is a commission-based hire where the artist/s confirm that more than 75% will be offered for sale which is \$17 per day and 30% commission.

26 days = \$442 inc

In 2024 then Director Laura Campbell led a review of Gallery fees and charges, as follows:

Director's report January 2024

The need for the Trust to review and consider an increase in hire fees (and potentially sales commission) at Percy Thomson Gallery. As Director, I believe it is important to still make the gallery accessible to local art community groups and exhibitors. My intention is not to price people out of being creative! The reality is with costs for all labour/products/services continuing to rise, I suggest an increase in the Gallery hire fee. I believe the 30% Gallery sales and 35% Percy's Place sales are reasonable so long as there is over 80% of works in the exhibition for sale. My plan is to incentivize more sales in exhibitions i.e. scrap the higher full hire fee and make it compulsory to have over 80% of works for sale in the exhibition.

Proposed fee changes:

Full Gallery Hire without commission for 4-week exhibition with an additional 1 week install, I'm proposing an increase:

Main Gallery hire total of \$2000 (excl. GST) with 30% sales commission on all sales.

Gallery 2 (smaller space) \$640 (excl. GST) with 30% sales commission on all sales.

Full hire is \$2500 (excl. GST) with 30% sales commission on all sales.

Does the Trust believe this is a fair increase? It is up to the Trust and Gallery Director to decide whether say regular local exhibitors, Stratford Art Society has requested a special rate i.e. full gallery price with no commission. They exhibit with us twice a year.

The following discussion points were minuted:

- The Gallery Hire fees were discussed. Mrs Cloke questioned if it should say Gallery Hire without commission. Ms Campbell will remove that.
- Mr Robinson questioned what the response would be where artists/groups couldn't afford to pay the hire fees. Ms Campbell has advised no one has disagreed with the proposed fees so far, and she would recommend they go for funding. Mr Robinson would like a response to be ready, are the Trust going to accommodate them or just say too bad? Councillor Hall noted maybe the Gallery Director needs to see how it goes, and if there are any issues to bring it to the Trust. She questioned if these prices come into affect with the current bookings? Ms Campbell noted there is a clause in the agreement that prices are subject to change.

# The current charges are:

- Main Gallery: \$2,000 + GST, irrespective of exhibition length (generally 23 37 days plus installation) + 30% commission taken on works that are for sale.
- Gallery 2/Community Gallery: \$700 + GST, irrespective of exhibition length (generally 23 37 days plus installation) + 30% commission taken on works that are for sale.

Stratford Art Society exhibits twice a year, for a fee of \$2,500 including GST with no commission taken.

This schedule of prices is listed on the website, along with the following information:

- Please indicate whether the works are for sale. Percy Thomson Trust will take a 30% + GST commission of the retail price of any work sold.
- Exhibition hire fee of the Gallery space (partial or full) will depend on the duration of the exhibition. The Organiser/Artist/Artist Group must agree to pay the hire fee during the installation week of the exhibition and will be invoiced by Percy Thomson Trust.

Current contracts are based on these rates, however the duration of the show does not seem to impact the amount charged. These contracts have a number of inconsistencies regarding application of GST, payment of invoices and how funds are dispersed after the exhibition is finished – future contracts will seek to redress these wherever possible.

#### For discussion and consideration:

- Is it more appropriate to run a 'per-day' fee schedule rather than a fixed sum?
- If so, are we in a financial position to incur the associated costs real and perceived? For example, if artists, for financial reasons, select shorter exhibitions, are we as a facility prepared to accommodate install and its outgoings, and more frequent closures?
- Are we charting a curatorial course based on works that are more likely to sell and/or artists that have the financial capacity to pay? Does this align with the Trust's vision for the institution? Are we reflecting our community in these decisions?

• Is there a possibility of aligning our Friends/Patrons group or fundraising initiatives with our programming, to support a variety of practitioners and their works into our space?

# **Closing note**

Some of these questions are challenging but important to ask, as the strategic direction of the Gallery should not be at the behest or whim of the Director – that role needs to be operational along with the provision of focus and flavour! I look forward to discussing the issues with the Trust at a suitable time.

Catherine Rhodes, Director 6 June 2025

# Percy Thomson Trust - Arboretum Report - June 2025

#### Site Visits and General Observations

The initial impression of the arboretum is reasonably positive for this time of year, but the removal of the chilean myrtle has opened up some of the deeper areas of garden bed and it is even more clear that invasive weeds are a significant issue.

# **Friends of Percy Thomson Arboretum**

We now have seven highly qualified and motivated volunteers signed up and inducted to our Arboretum Volunteer Policy and Health and Safety - Standard Operating Procedure.

Our second working bee was held on June 2nd for two hours in beautiful winter sunshine. We achieved invasive weed clearing and cutting back dead or dying shrub growth in the front, left corner of the arboretum.

A large flax was removed that had encroached on the pathway and was smothered in blackberry. The decision was made not to replant elsewhere as it was a cultivated species rather than a natural species.

Green waste was loaded into wool sacks to be removed by council contractors; we appreciate this service from council.

<u>For discussion:</u> The Trust's risk appetite for experienced volunteers to have permission to use power tools such as chainsaws.

# Pest Plant Removal - Chilean Myrtle

On Monday 26th May, High Frontier removed a number of our larger Chilean Myrtle trees. Due to the high disposal cost of pest green waste, the trees were mulched and spread back on-site in a contained area (Rear garden along the daycare boundary fence.) We will need to continually monitor this for any seed sprouting so that we can weed them out at a young stage.

The second step in removing this pest plant is Downers removing any mid size shrubs and poisoning the tree stumps to prevent regrowth.

# **Current / Future Focus**

Currently our volunteers are working on removing weed growth and tidying up existing planting. Once this is complete, section by section, we will have a clearer idea of what succession planting is required, replacing end of life span shrubbery with new specimens.

We have a lot of seedlings that have naturally sprouted up. It would be good to pot these up for future replanting back into the arboretum and, potentially, as a revenue earner by selling them to the public - perhaps during the garden festival. Research needs to be done to see if this is a viable idea.

# **Information Signage**

Price for QR signs - verbal update

Helen Cloke 05/06/25

# **Statement of Financial Position - Percy Thomson Trust**

As at 30 April 2025

		Actual as at 30 April 2025	Annual Budget 2024/25
Assets			
	Current Assets		
	<b>Debtors and Prepayments</b>	\$7,876	\$10,000
	Bank Accounts and Cash	\$118,703	\$35,000
	Investments -term deposits	\$100,000	\$300,000
	<b>Current Assets Total</b>	\$226,579	\$345,000
	Non-Current Assets		
	Other Financial Assets	\$397,000	\$397,000
	Property, Plant and Equipment	\$2,368,869	\$2,381,000
	Non-Current Assets Total	\$2,765,869	\$2,778,000
Assets To	otal	\$2,992,448	\$3,123,000
Liabilitie	es & Equity		
	Liabilities		
	Current Liabilities		
	Creditors and Accrued Expenses	\$6,015	\$5,000
	Employee Costs Payable	\$11,106	\$2,000
	Liabilities Total	\$17,121	\$7,000
	Trust Equity		
	Accumulated Surpluses	\$1,065,817	\$1,207,000
	Revaluation Reserve	\$1,909,510	\$1,909,000
	Equity Total	\$2,975,327	\$3,116,000
Liabilitie	es & Equity Total	\$2,992,448	\$3,123,000

# Percy Thomson Trust - Cashflow Forecast

	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025		April 2025	May 2025	June 2025
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	_ \$
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Forecast
Opening Balance	91,879	76,304	64,690	47,777	25,583	22,632	73,706	62,858	99,885	83,597	118,703	104,431
Inwards Cash												
General	5,122	4,778	6,682	5,729	13,384	20,655	9,011	9,769	8,617	5,249	8,814	5,580
GST refund	2,320	-	2,794	-	617	-	-	-	594	-	-	-
Council Grant	-	-	-	-	57,500	-	-	-	-	-	-	-
Term deposit maturity	-	-	-	-	-	50,000		50,000	-	50,000	-	50,000
Interest on Premier account	-	-	-	-	-	-	-	-	2,321			
Taranaki Foundation	-	18,691	-	-	-	-	-	-	-	-	-	-
Total	7,442	23,469	9,476	5,729	71,501	70,655	9,011	59,769	11,532	55,249	8,814	55,580
Outuranda Ozak												
Outwards Cash	40.004	0.400	0.500	47.000	0.504	44 400	40.005	40.070	47.004	40.700	40.070	0.500
Staff costs	13,934	8,492	9,530	17,926	9,504	11,409	10,885	12,072	17,691	13,703	12,273	8,500
General	9,083	26,591	4,409	9,997	15,573	8,172	8,351	10,670	10,129	6,440	10,728	12,000
Audit fees	-	-	-	-	25,685	-	-	-	-	-	-	-
Council - administration fees	-	-	-	-	23,690	-	-	-	-	-	-	-
GST payment	-	-	-	-	-	-	623	-	-	-	85	-
Emergence prize money and judges	-	-	12,450	-		-	-		-	-	-	-
Total	23,017	35,083	26,389	27,923	74,452	19,581	19,859	22,742	27,820	20,143	23,086	20,500
Balance at end of month	76,304	64,690	47,777	25,583	22,632	73,706	62,858	99,885	83,597	118,703	104,431	139,511
Term Deposit balance	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$200,000	\$200,000	\$150,000	\$150,000	\$100,000	\$100,000	\$50,000

Note -

October staff costs incude Gallery Director's final pay

November costs include \$5200 for roof repairs and the administration fee to council

# **Statement of Comprehensive Revenue and Expense**

For the period ended 30 April 2025

	April 2025	April 2025 Budget	Year to date Actual	Year to date Budget	Annual Budget 2024/25	Projected Year End 2024/25
ART GALLERY						
Art Gallery Revenue	\$4,585	\$2,800	\$29,420	\$28,000	\$33,600	\$32,800
"Friends" Donations	\$22	\$133	\$117	\$1,333	\$1,600	\$300
Commissions - Gallery	\$0	\$500	\$8,815	\$5,000	\$6,000	\$10,000
Commissions - Percy's Place	\$201	\$1,000	\$8,952	\$10,000	\$12,000	\$10,000
Donation Box	\$188	\$250	\$2,895	\$2,500	\$3,000	\$3,500
Rental/Hireage	\$4,174	\$917	\$8,641	\$9,167	\$11,000	\$9,000
Art Gallery Expenditure	\$16,352	\$14,675	\$176,637	\$158,070	\$187,450	\$199,693
ACC Levy	\$0	\$0	\$320	\$320	\$350	\$320
IT expenditure	\$2,560	\$0	\$2,560	\$0	\$0	\$2,560
Recruitment costs	\$0	\$0	\$4,477	\$0	\$0	\$4,477
Communications	\$175	\$300	\$1,756	\$3,000	\$3,600	\$2,000
Energy Costs	\$1,208	\$1,250	\$9,706	\$12,500	\$15,000	\$12,000
Insurance	\$0	\$0	\$1,004	\$1,000	\$1,000	\$1,004
Major Exhibition	\$0	\$0	\$6,167	\$10,000	\$10,000	\$10,000
Miscellaneous	\$144	\$67	\$6,863	\$667	\$800	\$7,500
Printing and stationery	\$0	\$0	\$60	\$0	\$0	\$100
Programme	\$481	\$1,667	\$6,694	\$16,667	\$20,000	\$8,000
Emergence Exhibition	\$0	\$0	\$13,467	\$0	\$0	\$13,467
Publications & Subscriptions	\$610	\$17	\$2,265	\$167	\$200	\$2,265
Salary & Wages	\$11,174	\$11,250	\$121,298	\$112,500	\$135,000	\$135,000
Training	\$0	\$125	\$0	\$1,250	\$1,500	\$1,000
Profit (Loss) from Art Gallery	\$ (11,767) \$	(11,875) \$	(147,217)	\$ (130,070) \$	(153,850)	\$ (166,893)
PROPERTY						
<b>Property Revenue</b>	\$2,675	\$2,675	\$28,150	\$28,150	\$33,500	\$33,500
Café Lease	\$1,175	\$1,175	\$11,750	\$11,750	\$14,100	\$14,100
Lease of building space	\$1,500	\$1,500	\$15,000	\$15,000	\$18,000	\$18,000
Post Box Lobby Rental	\$0	\$0	\$1,400	\$1,400	\$1,400	\$1,400
Property Expenditure	\$9,768	\$9,088	\$121,067	\$105,773	\$124,948	\$145,984
Depreciation	\$8,304	\$7,004	\$83,042	\$70,042	\$84,050	\$99,600
Insurance	\$0	\$0	\$13,762	\$13,000	\$13,000	\$13,762
Rates (Services Only)	\$0	\$0	\$1,622	\$1,898	\$1,898	\$1,622
Repairs and Maintenance Arboretum	\$26	\$417	\$206	\$4,167	\$5,000	\$5,000
Repairs and Maintenance Building	\$1,438	\$1,667	\$22,435	\$16,667	\$20,000	\$25,000
Repairs and Maintenance Herbarium	\$0	\$0	\$0	\$0	\$1,000	\$1,000
Profit (Loss) from Property	\$ (7,093) \$	(6,413) \$	(92,917)	\$ (77,623) \$	(91,448)	\$ (112,484)

	October Oct	ober Budget	Year to date Actual	Year to date Budget	Annual Budget 2024/25	Projected Year End 2024/25
OTHER TRUST REVENUE	E <b>AND EXPE</b> !	<i>NDITURE</i>				
Other Trust Revenue	\$2,138	\$2,917	\$89,481	\$79,167	\$135,000	\$94,691
Stratford District Council Grant	\$0	\$0	\$50,000	\$50,000	\$50,000	\$50,000
External Funding - split below	\$0	\$0	\$0	\$0	\$50,000	\$0
Emergence sponsorship	\$0	\$0	\$18,691	\$0	\$0	\$18,691
Interest	\$2,138	\$2,917	\$20,790	\$29,167	\$35,000	\$26,000
Other Trust Expenditure	\$0	\$0	\$22,197	\$23,200	\$48,870	\$48,500
Administration	\$0	\$0	\$20,600	\$20,600	\$20,600	\$20,600
Audit Fees	\$0	\$0	-\$1,003	\$0	\$25,000	\$25,000
Insurance - Trustees Liability	\$0	\$0	\$2,600	\$2,600	\$2,970	\$2,600
Investment Expenses	\$0	\$0	\$0	\$0	\$300	\$300
Profit (Loss)	\$2,138	\$2,917	\$67,284	\$55,967	\$86,130	\$46,191

# **Statement of Comprehensive Revenue and Expense**

For the period ended 30 April 2025

# **SUMMARY**

# OPERATING REVENUE

Net Surplus (deficit)	\$ (16.722) <b>\$</b>	(15.371) \$	(172,850) \$	(151.726) \$	(159.168) \$	(233.186)
Total Operating Expenditure	\$26,120	\$23,763	\$319,901	\$287,043	\$361,268	\$394,177
Other Expenditure	\$0	\$0	\$22,197	\$23,200	\$48,870	\$48,500
Property	\$9,768	\$9,088	\$121,067	\$105,773	\$124,948	\$145,984
Art Gallery	\$16,352	\$14,675	\$176,637	\$158,070	\$187,450	\$199,693
OPERATING EXPENDITURE						
Total Operating Revenue	\$9,398	\$8,392	\$147,051	\$135,317	\$202,100	\$160,991
Other Revenue	\$2,138	\$2,917	\$89,481	\$79,167	\$135,000	\$94,691
Property	\$2,675	\$2,675	\$28,150	\$28,150	\$33,500	\$33,500
Art Gallery	\$4,585	\$2,800	\$29,420	\$28,000	\$33,600	\$32,800

# Payment Listing - April 2025

Payee	Description	Amount
Egmont Hardware Limited	Nails and tape	\$35.64
Stratford District Council	Spark March 2025	\$212.96
Stratford District Council	ADT Security	\$50.50
Stratford District Council	Repair gallery lights	\$430.10
Stratford District Council	HR consultancy	\$1,716.57
Stratford District Council	Meridian March 2025	\$1,222.82
Stratford District Council	Shift arboretum tables for painting	\$127.35
Stratford District Council	Camera for leak in stormwater	\$454.25
Absract Signs	Art Society signs	\$281.75
Five Star Liquor	Refreshments for exhibition opening	\$27.00
Paper Plus	Stationery	\$7.49
New World	Refreshments for exhibition opening	\$163.90
AHI	Quarterly maintenance	\$657.94
Dairymaster	Alter lighting	\$583.63
Absract Signs	Inked and WITT students signs	\$350.75
Wages	Week ended 30 March 2025	\$1,843.05
Wages	Week ended 6 April 2025	\$1,850.19
Wages	Week ended 13 April 2025	\$1,798.06
Wages	Week ended 20 April 2025	\$2,656.97
Wages	Week ended 27 April 2025	\$1,883.55
SIM card rental	SIM card rental	\$14.89
ASB Bank	Bank fees	\$80.43
Paymark	Bank fees	\$21.74
Inland Revenue	PAYE	\$3,672.11
TOTAL		\$20,143.64
Deposits for the month	\$55,249.68	
Less term deposit mat	-\$50,000.00	
Net operating deposits	\$5,249.68	
Bank balance at end of	\$118,703.15	

#### Payment Listing - May 2025

Payee	Description	Amount
Egmont Hardware Limited	Hardware	\$29.93
Stratford District Council	Spark April 2025	\$201.46
Stratford District Council	Monthly fire inspection April 2025	\$134.76
Stratford District Council	ADT Security	\$50.50
Stratford District Council	Fire Security Services	\$133.85
Stratford District Council	Meridian April 2025	\$1,389.22
Stratford District Council	Meridian May 2025	\$1,526.29
Stratford District Council	Fire alarm monitoring	\$229.32
Warehuse Stationery	Posters	\$3.20
Warehuse Stationery	Poster paper	\$12.50
Warehuse Stationery	Poster paper	\$12.50
Taranaki Gardens Festival Ch'table	2025 Garden Festival Programme	\$701.50
Dimocks	Cordless phone	\$49.00
Egmont Refuse and Recycling	Rubbish collections	\$48.30
BakerTilly	Business computing services	\$2,944.00
BakerTilly	Microsoft Office charges	\$6.76
Absract Signs	Exhibition signs	\$345.00
Five Star Liquor	Refreshments for exhibition opening	\$62.00
Paper Plus	Stationery	\$11.98
New World	Refreshments for exhibition opening	\$126.11
AHI	Air conditioner repairs	\$1,853.23
Dairymaster	Alter lighting	\$504.76
Wages	Week ended 4 May 2025	\$3,604.31
Wages	Week ended 11 May 2025	\$1,477.60
Wages	Week ended 18 May 2025	\$1,230.80
Wages	Week ended 25 May 2025	\$2,168.23
Bruce Ellis	Leaving gift	\$300.00
SIM card rental	SIM card rental	\$14.89
ASB Bank	Bank fees	\$15.34
Paymark	Bank fees	\$21.74
Inland Revenue	GST Payment	\$84.75
Inland Revenue	PAYE	\$3,792.64
TOTAL		\$23,086.47
Deposits for the month		\$8,814.60
Bank balance at end of mon	\$104,431.28	

	Maximum Policy Limit	Individual Investee Policy Limit	Actual Investment	Interest Rate	Due Date	Frequency of Interest Payments	Amount	% Invested		Annual interest
				Various -						
				Premier						
Bank Investments	100%	50%	TSB Bank - Current account	cheque rates	Call	Annual	\$104,431		Approx	\$1,000
			TSB Bank - Term investment	5.30%	4/06/2025	Maturity	\$50,000			\$1,325
			TSB Bank - Term investment	4.90%	4/08/2025	Maturity	\$50,000			\$1,633
							\$204,431	34.0%		
Promissory Notes	35%	20%					\$0	0.0%		
Stock or Bonds	100%						\$0	0.0%		
(with various limits)							**			
isted Shares	75%						\$0	0.0%		
				Original	Current					
			Dranastianata augustahin ahasa	rate	rate					
Real Estate	75%		Proportionate ownership share - Bush Road, Albany, Auckland	7.80%	3.72%	Monthly	\$125,000	20.8%		\$4,653
ixeai Esiale	7370		Bush Road, Albany, Adeliand	7.0076	3.72/0	Wioriting	\$125,000	20.0 /6		φ4,055
			Proportionate ownership share -							
			Osterley Way, Manukau, Auckland	9.25%	5.00%	Monthly	\$50,000	8.3%		\$2,500
			Proportionate ownership share -	_		,	. ,			. ,
			Todd Park, Porirua, Wellington	6.42%	6.94%	Monthly	\$72,000	12.0%		\$5,000
			Proportionate ownership share -	_						
			Cameron Road, Tauranga	7.80%	0.00%	Monthly	\$50,000	8.3%		\$0
			Proportionate ownership share -							
			Henderson, Auckland	6.50%	6.00%	Monthly	\$100,000	16.6%		\$6,000
Professional Portfolios	90%						\$0	0%		
Toroccional Fortiones	0070						Ψ.	<b>2</b> 70		
Total Portfolio							\$601,431	100.00%		\$22,111
he policy only allows up	to 50% in any or	ne bank investm	ent (based on the total of promissory n	otes bonds	denosits etc)					

## Percy Thomson Trust Governance Workplan 2025-2026

	Activities and Policy Reviews	Notes
	Health and Safety	
Permanent	Conflicts of Interest	
agenda items	Risk Management Schedule	
	Board performance evaluation	
	Review	Strategic Plan adopted March 25
	Draft Strategic Plan	Policy Statement Completed
	Investment Policy Statement	March 25
	-	
March	Governance Workplan     Herbarium – review links on website	<ul> <li>Investment Policy adopted</li> <li>March 25</li> </ul>
		March 25
	Investment policy	
	Exhibition Opening 21st	
	Receive	
	Receive updated Strategic Plan	
	Receive updated Investment Policy	
	Receive updated Governance Workplan	
	Complete Field Trip (H&S)	
April	Review	
•	IT policy (inc privacy, information management,	
	acceptable use)	
	Volunteer Policy	
	Votantosi i olioy	
	Exhibition Opening 17th	
	Review	
	Operational review	
	Staff management arrangements – in house or	
	outsourced? (SoE)	
	Gallery Director Performance	
	Health and Safety Policy	
May	Council service arrangement	
	Financial Management Strategy	
	Gallery Hireage and Commissions policies	
	Receive	
	Draft annual budget	
	Exhibition Opening 23 <sup>rd</sup>	
	Receive	
	First draft of the high-level forecast of finances –     Pout 1 Finances –	
	next 1 – 5 years	
luma	Operations Plan     Advantagement Involved	
June	Adopt annual budget	
	Communications and Marketing Strategy      Review	
	Review	
	HR policy (including Succession Planning, Code     of Conduct, Remuneration Policy)	
	of Conduct, Remuneration Policy)  Receive	
	First draft Annual Report     Education policy	
July	Education policy     Callery Operations Plan	
	Gallery Operations Plan	
	Exhibition Opening 4 <sup>th</sup>	

	Review	Council appoint new Trustees at
	Gallery Director Performance	their October ordinary meeting (1st
		Tuesday of month)
		rucsuay or month)
August	Dates for retirement or selection of new trustees	
	Recommendations to Council for replacement	
	trustees	
	Exhibition Opening 8 <sup>th</sup>	
	Review	
	Governance Policy, Code of Conduct and	
September	Governance Self-Evaluation Plan	
	Exhibition Opening 12 <sup>th</sup>	
	AGM	
	Trust appoints its Chairperson	
October	Trust confirms appoint of new Trustees	
	Exhibition Opening 10 <sup>th</sup>	
	Review	
November	Gallery Director Performance	
	Exhibition Opening 21st	
December		
December	Exhibition Opening 19 <sup>th</sup>	
January 2026	Review	
	Acquisition, deaccession and collection	
	development policies	
	Asset Management Plan	
February 2026	Fieldtrip	
	6 Monthly report	
	Statement of Intent	
	Gallery Director Performance Review	
	Review Strategic Plan (26)	

Policy/Strategy	Responsibility	Review Cycle	Next Review
Percy Thomson Trust	Trust and Gallery	Annual	
Strategy	Director	Annuat	
Governance Policy			
- Remuneration Policy	T	A	
- Code of Conduct	Trust	Annual	
- Self-evaluation plan			
Gallery Operations Plan			
- Education Policy		1	
- Gallery Hireage and	Gallery Director	Annual	
Commission Policy			
Arboretum Management			
Plan		Annual	
Acquisition, de-accession			
and collection	Gallery Director	2-yearly	
development policies		_ , ,	
Communications and			
Marketing Strategy			
- Stakeholder			
Engagement Plan			
- Publicity and	Gallery Director	Annual	
Promotions Plan			
- Social Media Policy			
- Friends Policy			
- Thends Folicy			April – draft
Health and Safety Policy	Trust	2-yearly	May - adopt
Financial Management			May - adopt
Policy			
- Risk Management			
Policy	Trust	Annual	
- Investment Policy	Trust	Aiiiidat	
- Revenue Generation			
Plan			
Asset Management Plan			
- Building maintenance			
- Chattels	Trust	Annual	
- IT equipment			
HR Policy			
- Code of Conduct	Trust	2-yearly	
Volunteer Policy	Trust	2 yearly	
IT Policy	iiust	2-yearly	
1			
- Information	Trust	2-yearly	
Management Policy			
- Acceptable Use Policy			
Succession Planning			
- Dates for retirement or	Turat	Ammund	
selection of new	Trust	Annual	
members			
- Selection Process			



#### Resignation

From Douglas and Joanne Robinson <dougjoanner@gmail.com>

Date Thu 5/15/2025 6:49 PM

To Councillor Ellen Hall <ellen.hall@stratford.govt.nz>

**CAUTION:** This email originated from outside the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

#### Dear Ellen

I would like to submit my resignation as a Trustee for Percy Thomson Art Gallery as of 24 May 2025. I am resigning for personal reasons and want to thank you all for allowing me to be part of this wonderful community asset over the years.

I have really enjoyed working with all of you as Trustees and I wish you all the very best in your future endeavours for our community through this excellent organisation.

Your sincerely

Doug Robinson.



Our reference D25/16216

13 May 2025

Percy Thomson Trust PO Box 320 STRATFORD 4352

Dear Sir/Madam

#### RATES REMISSIONS - 2025/2026 RATING YEAR

Council is to consider applications for rates remissions under Council's Rates Remissions Policy for the 2025/2026 rating year.

Council granted your organisation a rate remissions for the 2024/2025 rating year under the category "community, sporting and other organisations". We need written confirmation that your organisation still meets Council's objectives, conditions and criteria as set out in Council's Policy below:

#### "REMISSIONS FOR COMMUNITY, SPORTING AND OTHER ORGANISATIONS

The Stratford District Council will provide rates remissions of 100% to all ratepayers who meet the objectives, conditions and criteria of this policy, excluding land in respect of which a club licence under the Sale and Supply of Alcohol Act 2012 is for the time being in force, which shall receive a 50% remission if the objectives, conditions and criteria are met.

#### Objective

To facilitate the ongoing provision of non-commercial community services and non-commercial recreational opportunities for the residents of Stratford District.

The purpose of granting rates remission to an organisation is to:

- Recognise the public good contribution made by such an organisation;
- Assist the organisation's survival; and
- Make membership of the organisation more accessible to the general public, particularly disadvantaged groups. These include children, youth, young families, aged people, and economically disadvantaged people.



#### **Conditions and Criteria**

This part of the policy will apply to land:

- owned by the Stratford District Council; or
- owned or occupied by a registered charitable organisation that is responsible for the rates; or
- owned or occupied by a registered non-profit organisation that is responsible for the rates; and
- is used exclusively or principally for sporting, recreation, or community purposes by that organisation; and
- the land is not used for galloping races, harness races, or greyhound races.

Note that Council requires documentary evidence of charitable or non-profit organisational status. This policy does not apply to organisations operated for private pecuniary profit.

This remission does not apply to groups or organisations whose primary purpose is to address the needs of adult members (over 18 years) for entertainment or social interaction, or who engage in recreational, sporting or community services as a secondary purpose only.

Organisations making application should include the following documents in support of their application:

- statement of objectives; and
- evidence of charitable/non-profit status; and
- financial accounts; and
- information on activities and programmes; and
- details on membership or clients."

There is no need for you to re-apply for a rates remission unless your circumstances have changed, however we require the enclosed declaration form to be completed and returned to Council before the 13<sup>th</sup> June 2025.

Yours faithfully

Cynthia Lewis

**REVENUE OFFICER** 



#### Todd Park Investments Limited - 2025 Tax Refund

From Maat Group <info@maat.co.nz>
Date Wed 4/06/2025 12:31 PM

**To** Chair <chair@percythomsongallery.org.nz>



## **Todd Park Investments Limited - 2025 Tax Refund**

Dear Ellen

Last week you would have received your 2025 tax certificate for your investment in Todd Park Investments Limited.

If your tax certificate showed a tax refund, we confirm that the refunds have just been processed.

Please contact me on 09 414 6078, <u>lrowe@maat.co.nz</u> if you have any queries on your tax certificate or tax refund or clarification of any aspect of your investment.

Thank you

Kind Regards,

Lisa Rowe

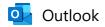
PO Box 301 848, Albany, Auckland 0752 (09) 414 6078

Irowe@maat.co.nz

www.maat.co.nz

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#### Osterley Way Investments Limited - 2025 Tax Refund

From Maat Group <info@maat.co.nz>

Date Fri 6/06/2025 2:27 PM

**To** Chair <chair@percythomsongallery.org.nz>



## Osterley Way Investments Limited - 2025 Tax Refund

Dear Ellen

Earlier today you would have received your 2025 tax certificate for your investment in Osterley Way Investments Limited.

If your certificate showed a tax refund, we confirm that the refunds have just been processed.

As a reminder, the company made a taxable profit of \$342,955, so the tax was paid by the Company to the Inland Revenue. For those investors who are not on the top tax rate of 28%, you are due a refund as shown on your tax certificate. This is the amount that has just been paid to you.

If you have any queries on your tax certificate or refund, please contact Michelle on 09 414 6078 or <a href="mailto:mlomas@maat.co.nz">mlomas@maat.co.nz</a>

Thank you

Kind Regards,

Lisa Rowe

(09) 414 6078

Irowe@maat.co.nz

www.maat.co.nz

Sent on behalf of Michelle Lomas - Finance Manager

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# Trustees Liability

**N**4

Business Insurance for a growing New Zealand

## Welcome to NZI.

Thanks for selecting us as your insurer. This is your Trustees Liability policy wording.



#### Why NZI

NZI is one of New Zealand's largest and most well-known insurance brands. We're proudly backed by IAG (Insurance Australia Group) New Zealand. IAG is Australasia's largest general insurer. At IAG, our purpose is to make your world a safer place.



#### Get in touch

If you have any questions, or you would like more information on this insurance policy, please contact your broker.

## Contents

Int	roduction	1
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2.	What this policy covers	1
3.	Automatic extensions	2
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8.	Definitions	ç

#### Introduction

About this policy

This Trustees Liability policy consists of:

- (a) this policy document, and
- (b) the schedule, and
- (c) any endorsements that have been applied.

**Duty of disclosure** 

The **insured** has a legal duty of disclosure when they apply for insurance. This means the **insured** or anyone acting on the **insured's** behalf must tell **us** everything they know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding:

- (a) to accept or decline the insurance, and/or
- (b) the cost or terms of the insurance, including the excess.

The **insured** also has this duty every time their insurance renews and when they make any changes to it.

If the **insured**, or anyone acting on the **insured's** behalf, breaches this duty, **we** may treat this policy as being of no effect and to have never existed. Please ask if you are not sure whether you need to tell **us** about something.

**Defined words** 

If a word is shown in **bold**, it has a specific meaning. There is a list of these words and what they mean in Section 8 'Definitions'.

Headings

The headings in this policy document are for reference only and do not form part of it. They must not be used when interpreting the policy document.

#### 1. Insurance agreement

1.1 Our agreement

The **insured** agrees to pay **us** the premium and comply with this policy. In exchange and in reliance on the information provided in the **application**, **we** agree to provide cover as set out in this policy.

#### 2. What this policy covers

2.1 Trustees liability

We will cover a **trustee** where the **trust** is not legally permitted to indemnify the **trustee**, for **liability** arising out of a **claim**:

- (a) first made against a trustee and notified to us during the period of insurance or within 30 days of its expiry, and
- (b) for a wrongful act that happened after the retroactive date.

2.2 Trust reimbursement

We will cover the **trust** to the extent it is legally permitted to indemnify a **trustee**, for **liability** arising out of a **claim**:

- (a) first made against a trustee and notified to us during the period of insurance or within 30 days of its expiry, and
- (b) for a **wrongful act** that happened after the **retroactive date**.

2.3 Defence costs

In addition to the **limit of indemnity**, we will also cover a **trustee** (or the **trust** where it is legally permitted to indemnify the **trustee**) for all reasonable and necessary **defence costs** incurred with **our** prior written consent for the investigation, defence, settlement or appeal of any **claim** covered by this policy.

The most **we** will pay for **defence costs** for all **trustees** during the **period of insurance** for all **claims** covered by this policy is \$5,000,000, or an amount equivalent to the **limit of indemnity**, whichever is the **lesser** amount.



#### 3. Automatic extensions

Subject to the terms of Section 2 'What this policy covers', and all the other terms of this policy, the following extensions are included automatically.

Some automatic extensions have a specified sub-limit and these will apply unless specifically stated otherwise in the schedule. Unless specifically stated otherwise, all sub-limits are included in, and are not in addition to, the limit of indemnity or the amount payable for defence costs, whichever is applicable.

3.1 Advancement of defence costs We will advance defence costs in connection with an investigation or a claim made against a trustee that would be covered by this policy, but for Exclusions 4.7 'Fraud or dishonesty' or 4.11 'Personal profit', prior to the disposition of such claim.

> If it is established by judgment, written admission or other final adjudication that such defence costs are not covered by this policy, the trustee agrees to repay such defence costs.

#### 3.2 Civil pecuniary penalties

We will cover a trustee for any civil penalty a trustee is ordered to pay under any applicable law in New Zealand arising out of a claim covered by this policy, provided that we are not legally prohibited from paying such penalty.

The most we will pay under this extension during the period of insurance for all trustees is \$1,000,000 or the limit of indemnity, whichever is the lesser amount. Exclusion 4.5 'Fines and penalties' does not apply to this extension.

#### 3.3 Continuity of cover

We will cover any claim against a trustee that would otherwise be covered by this policy but for Exclusion 4.9 'Known claims and circumstances', provided that:

- (a) we must have been the insured's liability insurer under a trustees liability policy ('the former policy') at the time the insured should have notified us of the claim or circumstance that might give rise to a claim, and
- (b) we must have continued without interruption as the insured's trustees liability insurer from the time the insured should have notified us up until such time as the claim was made against the insured and notified to us, and
- (c) our liability is limited to the amount for which we would have been liable at the time referred to in (a) in accordance with the terms and conditions of the former policy, and
- (d) our liability will be reduced by the amount that fairly represents the extent to which liability for the claim could have been reduced had the circumstances been reported under the former policy.

#### 3.4 Court attendance costs

We will pay to a trustee \$500 per day for each day a trustee is required to attend a court as a witness in connection with a claim covered by this policy.

The most we will pay under this extension during the period of insurance for all trustees is \$20,000.

#### 3.5 Emergency defence costs

If our prior written consent cannot reasonably be obtained before a trustee incurs defence costs, we will waive the requirement for prior written consent provided that our written consent is obtained within 14 days following the date such costs start being incurred.

We will not pay defence costs in relation to a claim that is not covered by this policy.

The most we will pay for defence costs incurred without our prior written consent is 10% of the amount payable for defence costs.

#### 3.6 Employment liability

We will cover a trustee for liability arising from a claim brought against a trustee for an employment grievance.

Cover under this extension also applies to an employment grievance brought against a trustee in relation to an outside position covered by Extension 3.13 'Outside position'.

This extension does not cover any liability to pay any amount pursuant to an obligation under a contract of employment.

Exclusions 4.2 'Bodily injury' and 4.8 'Insured versus insured' do not apply to this extension.

#### 3.7 Entity cover

If any board incorporated under the Charitable Trust Act 1957 or any other incorporated entity is appointed as a trustee of the trust, we will cover the incorporated board or entity on the same terms as we cover a trustee.

Cover under this extension will not apply to Extension 3.6 'Employment liability' and 3.10 'Health and safety defence costs'.



## 3.8 Estates, legal representatives and spousal liability

We will cover a **trustee's** lawful spouse, estate, heirs, legal representatives or assigns for their liability that arises from a **wrongful act** committed by a **trustee** on the same terms and conditions as **we** cover a **trustee**.

#### 3.9 Extended reporting period

If we do not offer to renew this policy, then the **insured** may extend cover under this policy for another 12 months. However, this extended period will only cover a **wrongful act** that happened before the expiry of this policy's **period of insurance** but not a **wrongful act** that happens during the extended period.

If the **insured** elects to extend this policy as described above, then notice must be given to **us** within 30 days of **our** refusal to renew this policy and the **insured** must pay **us** an additional premium (being 50% of the last annual premium).

This policy cannot be extended if **we** cancel this policy or declare this policy unenforceable because the **insured** did not:

- (a) pay the premium, or
- (b) disclose information material to the risk, or
- (c) comply with the terms of this policy.

This extension does not provide a new limit of indemnity for the extended period.

## 3.10 Health and safety defence costs

We will cover a **trustee** for **defence costs** in respect of any **claim** against a **trustee**, or in relation to an **investigation**, alleging a breach by a **trustee** of the Health and Safety at Work Act 2015. Cover under this extension only applies in excess of any other insurance in force in respect of such a breach

Exclusion 4.2 'Bodily injury' does not apply to this extension.

#### 3.11 Insured versus insured

We will cover a trustee for:

- (a) defence costs in connection with a claim brought by any other trustee,
- (b) a **claim** brought by any other **trustee** for contribution or indemnity, if the **claim** directly results from another **claim** otherwise covered by this policy.

Exclusion 4.8 'Insured versus insured' does not apply to this extension.

#### 3.12 Investigations and inquiries

We will cover the insured for defence costs in relation to an investigation where such investigation may lead to a claim, which if made, would be covered by this policy, but only where:

- (a) the notice of the investigation is first notified to the insured, and to us, during the period of insurance and
- (b) the conduct which is the subject of the **investigation** occurred after the **retroactive date**, if any. The **insured** must refund **defence costs** advanced by **us** where it is established by the **investigation** that the conduct which is the subject of the **investigation** was:
- (a) dishonest, fraudulent or criminal, or
- (b) a reckless or knowing breach of any law.

This extension does not cover an investigation:

- (a) under the Health and Safety at Work Act 2015 or any other New Zealand legislation governing health and safety in the workplace,
- (b) brought outside New Zealand.

#### 3.13 Outside position

We will cover a **trustee** for a **claim** in connection with a **trustee**'s appointment as a trustee of any trust other than the **trust** that is established for charitable, community, industry or social purposes and that is connected to the activities of the **trust**.

Cover under this policy only applies in excess of any other insurance in force in respect of such appointment.

#### 3.14 Public relations expenses

**We** will cover the reasonable fees, costs, charges and expenses incurred with **our** prior consent for a public relations consultant retained to mitigate the adverse effect on the reputation of a **trustee** as a result of a **claim** covered by this policy.

**We** will only pay the cost of publicising findings made in a final judicial disposition of a **claim** in the **trustee's** favour.

The most **we** will pay under this extension during the **period of insurance** for all **trustees** is \$25,000.



#### 4. Exclusions

4.3 Consensual claim

circumstances

4.10 Nuclear

**4.1 Asbestos**This policy does not cover any **claim** arising out of, relating to or in any way connected with

asbestos.

**4.2 Bodily injury**This policy does not cover any **claim** arising from or in connection with bodily injury, sickness,

disease, disability, shock, fright, mental anguish, mental injury or death.

This policy does not cover any **claim** which is brought by or maintained with the intervention, active assistance or active participation (unless required by law) of any **trustee** against whom the

claim is brought.

**4.4 Existing litigation**This policy does not cover any **claim** in connection with any pending or prior litigation or any civil, criminal, administrative or regulatory proceeding or investigation or inquiry in existence at the

commencement of the period of insurance.

**4.5 Fines and penalties** This policy does not cover any:

(a) fine or penalty imposed, whether under contract or statute,

(b) punitive, aggravated, liquidated, or exemplary damages.

**4.6 Foreign courts**This policy does not cover any **claim** arising from or in connection with any legal action or proceedings:

(a) first brought in a court outside of the jurisdiction stated in the schedule,

- (b) brought in a court within the jurisdiction stated in the **schedule** for the purposes of enforcing a judgment made by a court outside the jurisdiction stated in the **schedule**,
- (c) where the proper law to be applied to the issue/s is that of a country other than that of a country within the jurisdiction stated in the **schedule**.
- **4.7 Fraud or dishonesty**This policy does not cover any **claim** arising from or in connection with any:

(a) dishonest, fraudulent or criminal act,

(b) reckless or knowing breach of any law.

This exclusion will only apply where there is a written admission, settlement, judgment or other final adjudication that establishes that such conduct did in fact occur.

**4.8 Insured versus insured**This policy does not cover any **claim** which is brought by or on behalf of an **insured** against any other **insured**.

**4.9 Known claims and** This policy does not cover any **claim**:

- (a) made or intimated against a trustee prior to the commencement of the period of insurance,
- (b) notified under a previous policy,
- (c) arising from or in connection with circumstances:
  - (i) that a **trustee** was aware of prior to the **period of insurance**, and
  - (ii) that a reasonable person in the position of a **trustee** would have considered might give rise to a **claim**.

This policy does not cover any **claim** arising from or in connection with any atomic energy risks, being operations employing the process of nuclear fission or fusion or handling of radioactive material, which operations include but are not limited to:

- (a) the use of nuclear reactors such as atomic piles, particle accelerators or generators or similar devices.
- (b) the use, handling or transportation of radioactive materials,
- (c) the use, handling or transportation of any weapon of war or explosive device employing nuclear fission or fusion.

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4.11 Personal profit

This policy does not cover any claim arising from or in connection with:

- (a) a **trustee** gaining any personal profit, remuneration or financial advantage to which they were not legally entitled, or
- (b) the improper use of position or information to gain personal profit or advantage or cause detriment to the **trust**.

This exclusion will only apply if there is a written admission, settlement, judgment or other final adjudication which establishes that such conduct did in fact occur.

4.12 Pollution

This policy does not cover any **claim** arising from or in connection with pollution or contamination.

4.13 Products or services

This policy does not cover any **claim** arising from or in connection with:

- (a) the sale, supply, installation or manufacture of goods by or on behalf of the trust,
- (b) a breach of professional duties owed in relation to the giving of professional services or advice.

4.14 Property damage

This policy does not cover any **claim** for damage to or destruction of any tangible property, including loss of use.

4 15 Sanctions

This policy does not cover any **claim** or provide any cover to the extent such cover would expose **us** to any sanction, prohibition or restriction under any United Nations resolution, or any trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, Australia or New Zealand.

4 16 Territorial limits

This policy does not cover any **claim** arising from or in connection with any **wrongful act** that occurred outside of the territorial limits specified in the **schedule**.

4.17 Terrorism

This policy does not cover any claim for death, injury, illness, loss or damage directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss including in connection with controlling, preventing, suppressing, retaliating against, or responding to an act of terrorism.

4.18 War

This policy does not cover any **claim** for loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

#### 5. Basis of settlement

5.1 Maximum amount payable

The most **we** will pay in total during the **period of insurance** for any one **claim** and all **claims** covered by this policy is the **limit of indemnity**.

5.2 Excess

We will only pay that part of either liability or defence costs that exceeds the amount of the excess, but in respect of any one claim, only one excess is payable.

We will only deduct one excess for a series of claims arising out of the same wrongful act.



#### 6. Claims conditions

#### The trustees' obligations

6.1 Advise us of a claim or circumstance

If the **trustees** become aware of any **claim**, or circumstance that may give rise to a **claim** under this policy regardless of the anticipated amount, they must notify **us** as soon as possible. Once a circumstance is notified to **us** in writing, any subsequent **claim** is deemed to be a **claim** in the **period of insurance** in which the circumstance was notified.

6.2 Co-operation

The **trustees** must, at their own cost, provide all information and reasonable assistance to **us** to determine cover under this policy and to enable **us** to investigate, defend or settle a **claim**. The **insured** must fully co-operate with any recovery process.

6.3 Dishonest or fraudulent statements

If a **trustee** makes any dishonest or fraudulent statement in connection with a **claim** or any application for indemnity under this policy, **we** may:

- (a) decline the claim either in whole or in part, and/or
- (b) declare either this policy or all insurance the **trustee** has with **us** to be of no effect and to no longer exist from the date of the dishonest or fraudulent act.
- 6.4 Do not admit liability

#### The trustees must not:

- (a) admit liability,
- (b) do or say anything that may prejudice **our** ability to defend a **claim** against a **trustee** or take recovery action in the **trustee's** name.
- 6.5 Minimise the claim

The **trustees** must, at their own cost, take all reasonable steps to minimise a **claim** and avoid any further loss or liability arising.

6.6 Obtain our agreement

The trustees must obtain our agreement before:

- (a) incurring any defence costs or other expenses in connection with any claim under this policy,
- (b) negotiating, paying, settling, admitting or denying any claim against them.

6.7 Other insurance

The **trustees** must notify **us** as soon as they know of any other insurance policy that covers them for any of the risks covered under this policy.

If the **trustees** hold other insurance cover with any other insurer in respect of any **claim** covered under this policy, then **we** will only pay under this policy once cover under the other policy has been exhausted.

6.8 Waiver of legal privilege

The lawyers **we** instruct to act on behalf of the **trustees** in relation to any **claim** against the **trustees**, are at liberty to disclose to **us** any information they receive in that capacity, including information they receive from a **trustee**.

The **trustees** authorise the lawyers to disclose this information to us.

#### How we manage a claim

6.9 Allocation of defence costs

If a **claim** is only partly covered by this policy, or is made against other parties, one or more of whom is covered and others who are not covered under this policy, **we** will attempt to ensure fair and proper allocation of the **defence costs** for covered and uninsured portions or parties. If **we** and the **trustees** are unable to agree upon the allocation of the **defence costs**, then that allocation will be decided by a lawyer that **we** and the **trustees** agree to instruct, whose determination will be binding. The cost of the lawyer's determination is to be taken as part of the **defence costs** covered under this policy.

If we and the trustees cannot agree on a lawyer, then a lawyer will be appointed by the President of the New Zealand Law Society.

6.10 Defence costs

Our consent to allow the insured to incur defence costs covered by this policy will not be unreasonably delayed or withheld.



#### 6.11 Defence of a claim

We are entitled, but not obliged to:

- (a) act in the trustees' name and on the trustees' behalf to defend, negotiate or settle any claim as we see fit,
- (b) appoint our own lawyers to defend or legally represent a trustee and the lawyers will report directly to us.

## 6.12 Insureds right to contest settlement of a claim

If the **trustees** do not agree with a decision by **us** to settle a **claim**, the **trustees** can elect to contest the **claim** at their own expense but **our** liability will not exceed the amount for which the **claim** could have been settled in the opinion of the lawyer appointed under Condition 6.14 'Requirement to defend a claim'.

We will pay defence costs incurred up to the date the trustees notify us in writing of their election under this clause, and will pay the trustees (subject to the excess, if applicable) the amount for which the claim could have been settled. The trustees expressly agree that our liability in respect of such claim will then be at an end.

#### 6.13 Preservation of indemnity

If the **trust** is legally permitted to indemnify a **trustee** in respect of a **claim** which would be covered under clause 2.2 'Trust reimbursement' but for whatever reason the **trust** fails or refuses to provide indemnity, then **we** will cover the **trustee** under clause 2.1 'Trustees liability'.

#### 6.14 Requirement to defend a claim

We will not require a **trustee** to defend any legal proceedings in respect of a **claim**, nor will a **trustee** require **us** to defend on his or her behalf, any legal proceedings in respect of a **claim**, unless the lawyer appointed by **us** to defend the **trustee** advises such proceedings should be defended. In formulating his or her advice, the lawyer will be instructed to consider the:

- (a) damages and costs likely to be recovered,
- (b) likely costs of defence of the claim,
- (c) prospects of successfully defending the claim.

If the lawyer advises that the **claim** should be settled and if the terms on which settlement can be achieved are within limits that are reasonable (in the lawyer's opinion, and in consideration of the matters), then the **trustees**:

- (a) will cooperate with **us** to effect such settlement, and
- (b) if applicable, must pay the excess specified in the schedule.

#### 6.15 Severability

If a **trustee** fails to comply with their duty of disclosure, makes a misrepresentation or breaches any condition of this policy, **we** will not deny cover to any other **trustee** on these grounds if that **trustee** was unaware of the matter not disclosed or the fact of the misrepresentation or did not breach the policy condition.

The conduct of a **trustee** will not be imputed to any other **trustee** for the purposes of determining cover under this policy.

#### 6.16 Subrogation

We may assume the **trustees**' legal right of recovery. The **trustees** must fully co-operate with any recovery process.

**We** will not exercise any rights of recovery against a **trustee** unless it is established by written admission, settlement, judgment or other final adjudication that a **trustee** has committed a:

- (a) dishonest, fraudulent or criminal act, or
- (b) reckless or knowing breach of any law.



#### 7. General conditions

#### How we administer this policy

#### 7.1 Assignment

The **insured** may not assign this policy or any interest under this policy without **our** prior written consent.

#### 7.2 Cancellation

#### By the insured

The **insured** may cancel this policy at any time by giving **us**, or their broker, notice in writing or by electronic means. If they do, **we** will refund any premium that is due to the **insured** based on the unused portion of the **period of insurance**. The **insured** must pay any outstanding premium due for the expired portion of the **period of insurance**.

#### By us

**We** may cancel this policy by giving the **insured**, or their broker, notice in writing or by electronic means, at the **insured's**, or their broker's, last known address. The policy will be cancelled from 4pm on the 30th day after the date of the notice. **We** will refund any premium that is due to the **insured** based on the unused portion of the **period of insurance**.

#### 7.3 Currency

Any amounts shown in this policy or in the **schedule** are in New Zealand dollars, unless otherwise specified in the **schedule**.

#### 7.4 Disputes about this policy

The law of New Zealand applies to disputes about this policy and the New Zealand Courts have exclusive jurisdiction.

#### 7.5 Goods and Services Tax

Where GST is recoverable by us under the Goods and Services Tax Act 1985:

- (a) the limits of indemnity exclude GST, and
- (b) all sub limits exclude GST, and
- (c) any excess includes GST, and
- (d) GST will be added, where applicable, to any payments.

#### 7.6 Inadvertent non-disclosure

We will waive our right to avoid this policy under Condition 7.8 'Change in circumstances' for non-disclosure or misrepresentation of any material increase or alteration of the risk insured but only if the trustees can establish to our satisfaction that such non-disclosure or misrepresentation was innocent and free from any dishonesty or intent to deceive and provided that:

- (a) we must have continued without interruption as the trustees' insurer from the time the trustee should have disclosed or correctly represented material facts to us up until such time as the non-disclosure or misrepresentation is notified to us, and
- (b) **we** will be entitled to adjust the premium and terms of this policy to reflect those which would have applied by **us** had the proper disclosure or representation been made at the correct time, and
- (c) our liability under this policy is limited to the amount for which we would have been liable for had the proper disclosure or representation been made at the correct time.

#### 7.7 Legislation changes

Any reference to any Act of Parliament or subordinate rules referred to in this policy includes any amendments made or substitutions to that law.

#### The insured's obligations

#### 7.8 Change in circumstances

The trustees must tell us immediately if there is a material:

- (a) increase in the risk insured, or
- (b) alteration of the risk insured.

Once the **trustees** have told **us** of the increase or alteration to the risk insured, **we** may then alter the premium and/or the terms of this policy or cancel this policy.

If the trustees fail to notify us about a change in the risk insured, we may:

- (a) declare this policy unenforceable, and/or
- (b) decline any subsequent claim either in whole or in part.

These actions will be taken from the date the **trustees** knew, or ought to have known, of the increase or alteration in the risk insured.

#### 7.9 Comply with this policy

The **insured** must comply with the terms of this policy. If the **insured** breaches any of the terms of this policy, **we** may decline the **claim** either in whole or in part.



#### 8. Definitions

The definitions apply to the plural and any derivatives of the bolded words.

act of terrorism

Any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- (a) involves violence against one or more persons,
- (b) involves damage to property,
- (c) endangers life other than that of the person committing the action,
- (d) creates a risk to health or safety of the public or a section of the public,
- (e) is designed to interfere with or to disrupt an electronic system.

application

The information provided to **us** by the **insured**, or on the **insured**'s behalf, when the **insured** purchased this insurance or requested a quotation for this insurance from **us**.

claim

- (a) a demand for compensation, damages or other relief,
- (b) a formal, administrative, disciplinary or regulatory proceeding in which a complaint, charge or other allegation is made,
- (c) a criminal proceeding,
- (d) any civil proceeding or alternative dispute resolution process including but not limited to any arbitration or mediation.

made against a trustee as a result of a wrongful act.

defence costs

Legal costs, expenses and disbursements, witnesses' costs, assessors or experts fees. It does not include any remuneration or reimbursement of time spent by any **trustee** of the **trust**.

excess

The amount specified as the 'Excess' in the schedule.

insured

The **trust** and any **trustee**.

investigation

- (a) an official investigation, hearing, examination or inquiry in relation to the affairs of the trust,
- (b) a request for information to a trustee by any regulator, government body or authority, governmental or administrative agency or self-regulatory body.

liability

Any amount which a trustee becomes legally liable to pay on account of any claim, for:

- (a) compensatory damages and interest ordered by a civil court or arbitrator in civil proceedings, and
- (b) legal costs and expenses awarded against the trustees in connection with a covered award or judgment.

It includes settlements negotiated with **our** prior written consent.

It does not include:

- (a) liability for taxes, except as covered under General Condition 7.5 'Goods and Services Tax', or
- (b) any amount which is uninsurable under the laws of any jurisdiction covered by this policy.

limit of indemnity

The amount specified as the 'Limit of Indemnity' in the schedule.

period of insurance

The 'Period of Insurance' specified in the schedule that states the start and end dates of this policy.

retroactive date

The 'Retroactive date' date specified in the **schedule**.



schedule The latest version of the 'Schedule' we have issued to the insured for this policy.

trust The trust specified as the 'Insured' in the schedule.

trustee Any:

(a) person who was, or is, appointed as a trustee of the trust, or

(b) person appointed to an incorporated board or other incorporated entity covered under

Extension 3.7 'Entity cover'.

It does not include any externally appointed officers, including but not limited to, auditors,

receivers, statutory managers, liquidators or mortgagees in possession.

we/us/our NZI, a business division of IAG New Zealand Limited.

wrongful act Any actual or alleged misstatement, misleading statement, act, error or omission, negligence,

breach of duty, breach of trust, breach of authority or other act committed or attempted by a **trustee** in the course of performing their duties as a **trustee** of the **trust** or as a trustee of any

outside position covered under Extension 3.13 'Outside position' cover.



**Form no:** NZ6065/3 10/18 **Wording no:** TL1018 **Issued:** October 2018

backed by iag

**N**74

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Business Insurance for a growing New Zealand



# PLACEMENT CONFIRMATION

## **Our Reference: Percy Thomson Trust**

We present our Placing Confirmation. Please stamp and return prior to the inception date stated herein

Cover Type	Trustees Liability		
Insured	Percy Thomson Trust and any subsidiary company, more than half the nominal value of whose equity share capital is owned by the named Insured either directly or through other subsidiaries; and any entity over which an Insured exercises management control.		
<b>Business Description</b>	Own/operate an arboretum, a building containing a café, Art Gallery and Information Centre. Activities include the provision of an active programme of exhibitions and events that are both internally generated and toured from other art collections		
Policy Period Start	4:00pm Local Standard Time on 27 January 2025		
Policy Period Finish	4:00pm Local Standard Time on 27 January 2026		
Limit of Indemnity	Any one Claim and in the annual Aggregate	\$ 2,000,000	
Territorial Limits	Anywhere in New Zealand		
Jurisdiction	New Zealand		
Conditions	As per the policy wording		
Retroactive Date	27 January 2003		
Excess		\$2,500	
Policy Wording	NZI Trustees Liability (TL1018)		
Endorsements	Infectious Diseases Exclusion: Financial Lines – Trustees  Your policy is amended as follows: This Policy does not cover any claim, liability, cost or expense directly caused by or attributable to the existence of an Infectious Disease. Definitions Infectious Disease means any: a) disease determined to be a Quarantinable Infectious Disease as defined by the		

Epidemic Preparedness Act 2006 or in respect of which a state of emergency has been declared under the Civil Defence Emergency Management Act 2002 including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation; or b) outbreak of infectious disease declared as a pandemic or epidemic by the World Health Organisation or the New Zealand government or any New Zealand government agency; or c) disease determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC).

#### **Sanctions Exclusion**

This Sanctions Exclusion applies despite anything to the contrary in the policy or any endorsement.

The Policy is deemed not to provide any cover, and no payment will be made or benefit provided to the extent that the provision of such cover, payment, or benefit may breach or risk exposure to any;

1. Sanction, Prohibition, or restriction under United Nations resolutions; or

2.trade or economic sanction, law or regulation of NZ, Australia, the United Kingdom,

the United States of America or the European Union.

Any equivalent clause applying to the policy is superseded by the Sanctions Exclusion

above. An equivalent clause may exclude, restrict, or deny cover, payments,

services and/or benefits due to any Sanction, Prohibition, Penalty, or restriction of any United Nations resolution, or the trade or economic sanctions, laws, or regulations of any country, and/or regulations of any country; and/or the European Union.

#### **Policy Extensions**

- Advancement of Defence Costs Sub-limit -Amount payable for Defence Costs
- Civil Pecuniary penalties Sub-limit \$1,000,000 or the Limit of Indemnity, whichever is the lesser amount
- Continuity of Cover
- Court Attendance Costs \$20,000
- Emergency Defence Costs
- Mployment Liability
- Entity Cover
- Estates, Legal Representatives and spousal Liability
- Extended Reporting Period
- Health and Safety Defence Costs - Sub-Limit -Amount payable for Defence Costs
- Insured verses Insured

- Investigations and inquiries Sub-Limit Amount Payable for Defence Costs
- Outside Position
- Public Relations expenses Sub-Limit \$25,000

Policy Exclusions	As per the Policy Wording
Premium	• \$2,500.00 + GST
Prepared by	Kerri King

Insurer: NZI Insurance

Signed by:

Date: 28/01/2025

## Trustees Liability Schedule



**Policy details** 

- oney actume					
Insured	Percy T	Percy Thomson Trust			
Policy number	6000148	6000148722			
Period of Insurance	From	27 January 2025	То	27 January 2026	(both days at 4pm)
Limit of Indemnity	\$2,000,0	\$2,000,000 in the aggregate			
Excess	\$2,500	\$2,500 each and every Claim			
Territorial limit	New Zea	New Zealand			
Jurisdiction	New Zea	New Zealand			
Retroactive Date	27 Janu	ary 2003			

#### Policy wording: NZI Trustees Liability (TL1018)

#### **Automatic extensions**

Unless otherwise specified below, the Limit of Indemnity and the Policy Excess applies to all Automatic extensions.

Extension	Sub limit
Advancement of defence costs	Amount payable for Defence Costs
Civil pecuniary penalties	\$1,000,000 or the limit of indemnity, whichever is the lesser amount.
Continuity of cover	
Court attendance costs	\$20,000
Emergency defence costs	10% of the amount payable for Defence Costs
Employment liability	
Entity cover	
Estates, legal representatives and spousal liability	
Extended reporting period	
Health and safety defence costs	Amount payable for Defence Costs
Insured versus insured	
Investigations and inquiries	Amount payable for Defence Costs
Outside position	
Public relations expenses	\$25,000



#### **Endorsements**

#### Infectious Diseases Exclusion: Financial Lines - Trustees

Your policy is amended as follows:

This Policy does not cover any claim, liability, cost or expense directly caused by or attributable to the existence of an Infectious Disease.

#### **Definitions**

Infectious Disease means any:

- a) disease determined to be a Quarantinable Infectious Disease as defined by the Epidemic Preparedness Act 2006 or in respect of which a state of emergency has been declared under the Civil Defence Emergency Management Act 2002 including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation; or b) outbreak of infectious disease declared as a pandemic or epidemic by the World Health Organisation or the New Zealand government or any New Zealand government agency; or
- c) disease determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC).

#### **Sanctions Exclusion**

This Sanctions Exclusion applies despite anything to the contrary in the policy or any endorsement.

#### Sanctions Exclusion

This policy is deemed not to provide any cover, and no payment will be made or benefit provided, to the extent that the provision of such cover, payment, or benefit may breach or risk exposure to any:

- Sanction, prohibition or restriction under United Nations resolutions; or
- 2. Trade or economic sanction, law or regulation of New Zealand, Australia, the United Kingdom, the United States of America or the European Union.

Any equivalent clause applying to the policy is superseded by the Sanctions Exclusion above. An equivalent clause may exclude, restrict, or deny cover, payments, services and/or benefits due to any sanction, prohibition, penalty, or restriction of any United Nations resolution, or the trade or economic sanctions, laws, or regulations of any country, and/or the European Union.

In this schedule and any associated endorsements, words starting with capitals have the same meaning as in Section 8 'Definitions' of the policy wording.

#### Date of issue: 05 February 2025

Underwritten by NZI, a business division of IAG New Zealand Limited

#### **Financial Strength Rating**

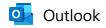
NZI is a business division of IAG New Zealand Limited (IAG). IAG has received a financial strength rating of AA from Standard & Poor's (Australia) Pty Ltd, an approved rating agency.

A rating of AA means we have a 'very strong' claims-paying ability, as you can see in the scale below.

The rating scale is:

AAA	(Extremely Strong)	CCC	(Very Weak)
AA	(Very Strong)	CC	(Extremely Weak)
Α	(Strong)	SD	(Selective Default)
BBB	(Good)	D	(Default)
BB	(Marginal)	R	(Regulatory Supervision)
R	(Weak)	NR	(Not Rated)

The ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories. The rating scale above is in summary form. A full description of this rating scale can be obtained from <a href="https://www.standardandpoors.com">www.standardandpoors.com</a>.



#### Percy Thomson Trust - Sgt Peppers Valuation

From Chair <chair@percythomsongallery.org.nz>

Date Thu 29/05/2025 7:21 PM

To Craig Morresey < craig@hutchinsdick.co.nz>

1 attachment (870 KB)

Percy Thomson Trust Annual Report 30 June 2024.pdf;

Hi Craig,

This is a follow-up to our recent conversation regarding the rental valuation Hutchins & Dick completed for Percy Thomson Trust (via Stratford District Council) for Sgt Pepper's Café in Stratford.

I wasn't aware at the time that Council had not provided you with all the information needed to determine an accurate unrecovered operating expenses (opex) amount. That's disappointing, and I appreciate you raising it with me. Following our conversation, I made some adjustments to the unrecovered opex figure, which informed the final numbers adopted by the Trust.

For reference, I've attached a copy of last year's Annual Report. These are the figures we ultimately landed on:

• Rental accommodation: 92m<sup>2</sup> @ \$160.00/m<sup>2</sup>

• Unrecovered opex: 92m<sup>2</sup> @ \$30.70/m<sup>2</sup>

We plan to undertake another rental valuation for this property at the next review date in September 2026. At that time, the Trust will be in touch directly to arrange this with you.

Thanks again for your work on this.

Ngā mihi, Ellen Hall Chair, Percy Thomson Trust

## PERCY THOMSON TRUST

## Percy Thomson Gallery Percy Thomson Herbarium Percy Thomson Arboretum



29 May 2025

Sven Hanne CEO Stratford District Council 63 Miranda Street, PO Box 320 STRATFORD 4352

Dear Sven,

#### **RE: Percy Thomson Trust – Delivery of Services**

This letter is by way of advice in advance that the Trust has indeed resolved to seek alternative administrative services delivery as was unfortunately and inappropriately raised at the Policy and Services meeting on Tuesday, 27 May. I am attaching for your information the relevant section from the *unconfirmed* minutes from our meeting of 15<sup>th</sup> May.

You will note from the recommendations that these changes are timed to take place to coincide with the start of a new financial year. Notwithstanding the receipt of the Council's Statement of Expectations in December last year, key trustees have put in huge amounts of discretionary time and effort since October –

- undertaking a strategic review of our operations
- reviewing and overhauling the Investment Policy
- dealing with complex staffing issues
- appointing a new Gallery Director
- preparing and implementing a staged workplan to re-establish a steady state for the Trust and its entities

Trustees have consistently expressed discomfort about having to retrospectively sign off items of operational expenditure, and also during a period of increased oversight, having to make do with bi-monthly financial reporting. Our priority at this stage is most definitely the need to manage a smooth transition of the finances and to confirm the clarity you have provided in previous email correspondence regarding Council requirements for the Auditors.

There are some instances where ongoing liaison with some Council personnel is still sought (and for which we would be prepared to pay) in the areas of IT, Health and Safety, and legislative compliance for a three-month trial period.

The trustees did not adopt the recommendation to grandfather out of Council maintenance of the public toilet facilities in the building. The Gallery Director and some Trustees have noted that a significant proportion of the people entering the Percy Thomson building are doing so *only* to use the public facilities located there.

C/- Stratford District Council 63 Miranda Street, PO Box 320 Stratford Phone 06 765 6099 www.percythomsongallery.org.nz

## PERCY THOMSON TRUST

• Percy Thomson Gallery • Percy Thomson Herbarium

#### Percy Thomson Arboretum



The Trustees wish to continue the arrangement for maintenance of the gardens and Arboretum (which is outside the fixed annual charge) and note that significant input by past and current Trustees alongside a fledgling "Friends" group is what shifts the presentation of the Arboretum from adequate to exceptional. We are grateful for the collegial relationship with Mel that has evolved.

With regard to the CCO status, the Trust has made no formal decision to seek to be released from this. However, Trustees are very aware of the constraints this places upon their ability to operate effectively as a Charitable Trust. The Council should expect to hear more about this closer to the preparation of the next LTP.

Over the past six months, the incoming Trust has worked hard to try to recover an amicable relationship with the Council. It is very aware that its needs, as it strives to rapidly regain a steady state, have placed extra demands on the time of those Council personnel it has traditionally worked with. It has come to the view that, as those demands are unlikely to abate any time soon, it must take responsibility for its own needs if it is to recalibrate its overall performance successfully. It sees the benefits including:

- Ability to respond more quickly through
  - Timely receipt of minutes
  - More direct monitoring of financial performance on a monthly basis
  - Reduced reputational risk
- Greater clarity in the delineation of responsibilities
- An improved relationship with key Council personnel

Council should be assured that the Trust has no intention to either wilfully transgress the law or incur financial losses on an ongoing basis. Our intent to provide quarterly reporting should underline the collective wish to be transparent as we strive to keep the Gallery and Arboretum running as superb community facilities. In the event that the current alarming fiscal trajectory southwards cannot be significantly mitigated, the Trust will keep the Council well informed, hopefully with alternative options for consideration well before we are forced to close the doors.

I look forward to confirming this advice when the minutes have been confirmed at our next meeting on 19 June. In the meantime, we are happy to begin the transition process – we, too, understand the challenges of the timing.

Best regards

Ellen Hall

Percy Thomson Trust Chair

cc. Neil Volzke

Attachment: Item 13.4 of the minutes up to but not including 13.4.1

C/- Stratford District Council 63 Miranda Street, PO Box 320 Stratford Phone 06 765 6099 www.percythomsongallery.org.nz

#### 13.4. Future Options Report

The report had been previously circulated to all Trustees.

The report was taken as read.

Section 1 - Administration

The recommendations were as follows -

THAT the Trust trial Jacqui Wood until the end of the 2025 financial year to deliver meeting administration, including agenda and minute preparation, as an interim trial, after which it will be reviewed alongside any other services provided by Council.

The Trust has now appointed Jacqui Wood to deliver meeting administration, including agenda and minute preparation, on a trial basis for a period of two months and the requirements of the Trust will be subject to review at that time.

THAT: henceforth Percy Thomson Trust undertakes full responsibility for the preparation and timely submission of council reporting specifically but not limited to the Statement of Intent, six monthly report and the annual report; and further – undertakes to provide full reports on a quarterly basis.

The Chair reiterated her reasons for supporting this recommendation, parts of which she had touched on earlier in the meeting and her belief that it would be more efficient for the Trust to do it themselves. Ms Bourke was in full agreement and added that undertaking to provide the reports on a quarterly basis was fundamental in keeping the Trust transparent and accountable.

It was resolved that the recommendation be adopted.

Hall/Bourke

THAT: in order to meet the reporting requirements in a timely manner, the Percy Thomson Trust undertakes full responsibility for its own financial management, including accounts, accounts receivable, accounts payable, and payroll including Paye and KiwiSaver.

THAT: Baker Tilly be engaged now to assist the Trust and that such arrangements will commence at 1 July 2025.

THAT: in the interests of clarity, the Percy Thomson Trust engages the Council Auditor (Audit NZ) to undertake the annual audit for the 2025/26 financial year; and that the accounts be prepared in accordance with the model used to present the last year's accounts.

THAT: a conversation between the Chair, Mrs Dudley, Audit NZ, Baker Tilly and appropriate Council personnel be convened at the earliest possible convenience to better understand Audit NZ's requirements and any implications (or pitfalls) they can see moving forward. Note: Chris Webby from Audit NZ did attempt to contact the Chair on Tuesday 15 April, however all subsequent attempts by the Chair to return the call have failed.

It was resolved to adopt the above four recommendations.

Bourke/Cloke

#### Section 1 - Ancillary Services

The Chair noted that a process had been worked through, including the feasibility of the decisions and that all the Trustees were aware of the context.

The recommendations were as follows –

THAT: the Percy Thomson Trust undertakes full responsibility for the administration of property services, responsible HR management practices, IT programmes (including document management) and hardware, and external communications from 1 July 2025.

The Chair noted that the Trust was on a natural progression to be doing this now and the Trust had seen efficiencies by taking these things on themselves.

It was resolved to adopt the recommendation.

THAT: the Percy Thomson Trust negotiate with Council a three-month trial period, for advice and/or emergency support in particular but not limited to IT, Health and Safety and legislative compliance, to be sought (and paid for) from SDC on an as is needed basis.

The Chair reiterated the context, being that the conversation with the Chief Executive had centred around how a relationship would be, should the Trust remove its services from council and how advisory services would be provided, such as whether they would be on a retainer, paid on a case-by-case basis, or as part of their responsibilities to a CCO. There was no clarity to date on how that would look like, however the bare minimum would be on a case-by-case basis.

It was resolved to adopt the recommendation as from 01 July 2025.

Robinson/Dudley

#### Section 1 -Toilet Facilities

The recommendation was as follows -

THAT: the Trust negotiates with the Council the continued provision of this service (maintenance and cleaning) until 31 June 2026 by which time the Trust will have established the cost of undertaking this service and provided reasonable notification that these costs will be incorporated into the revised lease agreements in September 2026. Note: this will mean a transition period (July – September) during which the Trust will need to budget to cover these costs

To date the maintenance and cleaning costs have been paid for in kind by council as public toilets. The council Chief Executive is of the view that the toilets are not public toilets given the proximity of the public toilets under the clock tower and at the Centennial building on Fenton Street.

Mrs Dudley was of the view that prior to the Trust committing to paying for the maintenance and cleaning costs, or on-charging the costs to the lessees, the Trust needed to go back and look at the original agreement and what the council's thinking was behind their decision to pay and why that view had now changed.

It was agreed to leave the recommendation on the table and to research what the original arrangements were.

#### Section 1 – Maintenance of gardens

The recommendation was as follows -

**THAT:** The Trust negotiates with the Council the ongoing provision of this service (mowing and garden maintenance) and clarifies the terms on which it will be delivered. Note: this service is not part of the \$20,600 fixed annual charge.

It was resolved to adopt the recommendation.

Hall/Cloke

#### Operational – what still needs to happen

 The Chair and the Gallery Director will be travelling to Wanganui to visit a Sargent Gallery which is also a CCO.

#### Section 3 – Cost

The Chair reiterated that the question of 'What does the organisation need now' has been in discussion since January and decisions to date have been financially focused and now we need to look at what the organisation needs as a whole. The Chair referred to the function section of the report which outlined potential savings from disestablishing the Gallery Assistant role, no longer having a payment to council for administration services, and audit costs. This amounted to circa \$55K. The proposed costs of engaging an administrator to prepare the agenda and minutes, Baker Tilly for financial management, transferring to Xero, and establishing an Operations Officer role amounted to circa \$68K. The difference between savings and costs being approximately \$13K. The efficiencies gained by what is proposed to be put into place would be worth the \$13K and could possibly be sought through grants from external funders.

The impediments to being a CCO was discussed, including the time taken to adhere to LGOIMA and the Public Records Act, cost of consolidating the accounts into the council's accounts and eligibility to access external funding when the Trust is viewed as a CCO. If the Trust were to move away from being a CCO it would need to go out to public consultation on the LTP.

It was resolved to adopt the report.

Hall/Cloke



## PERCY THOMSON TRUST





26 May 2025

JR & KL Limited SGT Peppers 56 Miranda Street Stratford

Dear Khali and Jeanine

## RENT REVIEW: 56 Miranda Street, Stratford, Sgt Pepper's Café – Located within the Percy Thomson Gallery Complex.

This letter confirms the outcome of the rent review for Sgt Pepper's Café, as per your Deed of Lease. The annual rent will increase from \$14,100 to \$17,545 plus GST, effective from 1 July 2025, covering the review period from 1 September 2024 to 31 August 2026.

As you are aware, Hutchins & Dick were engaged by Stratford District Council, on behalf of the Percy Thomson Trust, to provide an independent market rent valuation. Their assessment recommended an increase to **\$21,160 per annum** based on current market conditions.

We appreciated the opportunity to meet and discuss the implications of this recommendation for your business. The Trust acknowledged the significant nature of the proposed increase and was open to exploring a more manageable arrangement.

Following this discussion, and after reducing the chargeable retail accommodation area and adjusting the unrecovered operating expenses, the revised rental amount has been confirmed as follows:

Tenant Name	Area (m²)	\$/m²	Annual Rent
Sgt Pepper's Café – Retail Accommodation	92	\$160	\$14,720.00
Plus Unrecovered Opex			\$2,825.00
Total Annual Rent (plus GST)			\$17,545.00
Monthly Rent (plus GST)			\$1,462.08

In accordance with Clause 11 of your Deed of Lease, rent is to be paid monthly in advance. Please ensure your rental payments are adjusted accordingly from 1 July 2025.

If you have any questions or require further clarification, please don't hesitate to get in touch.

Yours sincerely

Ellen Hall

**Percy Thomson Trust Chair** 



63 Miranda Street PO Box 320 Stratford 4352 Phone. 06 765 6099 stratford.govt.nz

## Rates Remissions Declaration 2025/2026

ORGANISATION DETAILS	
Full name of Organisation Percy Thomson Trust	
Valuation Number 12090/124.05 P4848	
ORGANISATION'S DECLARATION	
I hereby declare that:	
<ul> <li>This organisation is still active and provides non-commercial Community services and/or non commercial recreational opportunities to the residents of the Stratford District.</li> </ul>	Yes No
We are a registered charitable or non-profit organisation (please supply registration number).	CC21530
Number of members/clients.	
We do/do not have a licence for the sale of liquor.	□ Do ☑ Do Not
There have been no changes to the circumstances of our organisation.	No changes
Signature (Yen) (all) Date 2 9	05 20 25
Title/Position Chair	

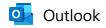
## **Declaration**

I / We hereby confirm acceptance of your quotation and advise that after enquiry I/We are not aware of any circumstances which may give rise to a claim or any material changes that should be advised, since completion of the proposal dated 15 January 2025.

I am / We are aware of, and have fully executed, our duty of disclosure in regard to the information provided for the renewal of the above insurances.

I / We hereby confirm that I / We have read, understand and agree to be bound by the Marsh Terms of Engagement dated 1 October 2012 sent to us on 13 November 2024, including the limitation of liability in clause 7.

Signed E. E. Hall	Date	24-1-25-



#### **Resignation Process**

From Chair <chair@percythomsongallery.org.nz>

Date Wed 11/06/2025 11:08 AM

To Doug Robinson <dougjoanner@gmail.com>

Cc Helen Cloke <helenmcloke@icloud.com>; Annette Dudley <annettedudley82@gmail.com>; Mary Bourke <mary@marybourke.co.nz>; Deborah Clough <clough\_family@xtra.co.nz>; Catherine Rhodes <director@percythomsongallery.org.nz>; Neil Volzke <neil.volzke@stratford.govt.nz>

Kia ora Doug,

I hope you're well.

Thank you again for the heads-up about your decision to step down from the Trust. We really appreciate the time and energy you've given.

We've been reminded by Council that it is their role to formally accept trustee resignations, and that this process is connected to their responsibility for appointments. Importantly, your departure would bring us below the required number of trustees (6–7), so Council has advised that your resignation will take effect once a replacement has been appointed. This means we'll need you to remain on the Trust a little longer to ensure we remain compliant.

Expressions of interest for new trustees are currently open and close on 27 June. Council will make an appointment shortly after that.

In the meantime, our next Trust meeting is scheduled for Tuesday 17 June at 3pm at the Gallery, we'd really value your presence if you are able to join us.

Ngā mihi nui, Ellen

Ellen Hall
Percy Thomson Trust Chair
021 817 792
chair@percythomsongallery.org.nz
percythomsongallery.org.nz



#### **Re: Percy Thomson Toilets**

From Councillor Ellen Hall <ellen.hall@stratford.govt.nz>

Date Mon 5/26/2025 1:13 PM

To Rubeana Reader <rreader@stratford.govt.nz>

Hi Rubeana,

Yes please, that makes sense. Let me know how much it will cost.

Ngā mihi Ellen

#### **Ellen Hall**

Councillor - Urban Ward
Percy Thomson Trust Chair
Creative Communities Chair
Te Kaunihera ā Rohe o Whakaahurangi | Stratford District Council
021 817 792

From: Rubeana Reader < rreader@stratford.govt.nz>

Sent: Monday, May 26, 2025 10:51 AM

To: Councillor Ellen Hall <ellen.hall@stratford.govt.nz>

**Subject:** Percy Thomson Toilets

#### Good morning Ellen

We have had issues this morning with the Percy Thomson toilets being blocked and the urinal leaking.

To enable us to repair these toilets we must turn the water off to the whole building, this creates issues for Sgt Peppers as they are unable to operate whilst the water is off. The plumber was able to get the water back on within 45 minutes.

The plumber has suggested we investigate the possibility of separating the water main cut off valve to enable us to turn the toilets off without it effecting Sgt Peppers.

Can you confirm if this is something you would like to investigate further?

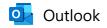
#### Regards

Rubeana Reader Property Officer

Te Kaunihera ā Rohe o Whakaahurangi | Stratford District Council

63 Miranda Street PO Box 320 Stratford 4352 P.06 765 6099 M.027 275 7371 stratford.govt.nz





#### RE: Insurance for art works

From Christine R Craig <ccraig@stratford.govt.nz>

Date Tue 5/27/2025 2:00 PM

To Councillor Ellen Hall <ellen.hall@stratford.govt.nz>

No worries, it made sense, and with new brokers, we are keen to take their expert advice.

Christine Craig
Corporate Accountant

Te Kaunihera ā Rohe o Whakaahurangi | Stratford District Council

63 Miranda Street PO Box 320 Stratford 4352 P.06 765 6099 stratford.govt.nz





From: Councillor Ellen Hall <ellen.hall@stratford.govt.nz>

Sent: Tuesday, 27 May 2025 1:58 PM

To: Christine R Craig <ccraig@stratford.govt.nz>

Subject: Re: Insurance for art works

Yes I agree with you, I think this is a trust decision, not for audit & risk.

Great, I will get back to you on the 20th, have made a note to do so.

Giving them a maybe indication is a good idea.

Thank you for raising it with me.

Ngā mihi Ellen

Ellen Hall
Councillor - Urban Ward
Percy Thomson Trust Chair
Creative Communities Chair
Te Kaunihera ā Rohe o Whakaahurangi | Stratford District Council
021 817 792

Yes that would be fine. I can indicate it as a "maybe" to the insurance brokers.

Raelene also wondered if it should go to the July Audit and Risk meeting, with the rest of the renewal programme. I think this is a Trust decision though, not elected members?

**Christine Craig** 

**Corporate Accountant** 

Te Kaunihera ā Rohe o Whakaahurangi | Stratford District Council

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From: Councillor Ellen Hall < ellen.hall@stratford.govt.nz >

Sent: Tuesday, 27 May 2025 1:46 PM

To: Christine R Craig < <a href="mailto:ccraig@stratford.govt.nz">ccraig@stratford.govt.nz</a>>

Subject: Re: Insurance for art works

How much notice does the insurance provider require?

I would rather it be raised at a Trust meeting. Our next meeting is on Thursday 19 June. Would confirming a decision on this on the 20 June be enough time?

Ngā mihi Ellen

Ellen Hall
Councillor - Urban Ward
Percy Thomson Trust Chair
Creative Communities Chair
Te Kaunihera ā Rohe o Whakaahurangi | Stratford District Council
021 817 792

On 27 May 2025, at 1:39 PM, Christine R Craig <a href="mailto:ccraig@stratford.govt.nz">ccraig@stratford.govt.nz</a>> wrote:

Hi Ellen

Does this need to go through a Trust meeting first, or are you happy to stop it?

Christine

Christine Craig
Corporate Accountant

Te Kaunihera ā Rohe o Whakaahurangi | Stratford District Council

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From: Councillor Ellen Hall < ellen.hall@stratford.govt.nz >

Sent: Tuesday, 27 May 2025 1:37 PM

**To:** Christine R Craig < <a href="mailto:ccraig@stratford.govt.nz">ccraig@stratford.govt.nz</a>>

Subject: Re: Insurance for art works

Hi Christine,

Thanks for letting me know this, what you've said makes sense to me.

Ngā mihi Ellen

Ellen Hall
Councillor - Urban Ward
Percy Thomson Trust Chair
Creative Communities Chair
Te Kaunihera ā Rohe o Whakaahurangi | Stratford District Council
021 817 792

On 23 May 2025, at 8:42 AM, Christine R Craig <a href="mailto:ccraig@stratford.govt.nz">ccraig@stratford.govt.nz</a>> wrote:

Hi Ellen

As you know, council are in the process of the annual insurance renewal.

The policy that PTT pay for, for fine arts, only relates to art work that the Trust owns, not owned by others. As the trust do not own any of it, the insurance brokers have said that we do not need this insurance, so have ceased it from 1 July 2025.

This would mean that the trust definitely needs to get these agreements with artists, even for Percy's Place, done asap, making it clear that the Trust has no liability at all. I am pretty sure that they used to have such a thing at one stage, but have no idea when it stopped.

Should there be a need, for whatever reason, like for a big national exhibition etc, that say Te Papa require, then we can take out a one-off policy.

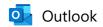
Last year the premium was \$1,000, so would also be a saving.

Christine

Christine Craig
Corporate Accountant
Te Kaunihera ā Rohe o Whakaahurangi | Stratford District Council

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#### Re: Wires in Percy Thomson

From Councillor Ellen Hall <ellen.hall@stratford.govt.nz>

Date Mon 5/12/2025 1:02 PM

To Rubeana Reader <rreader@stratford.govt.nz>

Cc Steve Taylor <staylor@stratford.govt.nz>

Hi Rubeana,

Yes great plan, go ahead with this.

Ngā mihi Ellen

#### Ellen Hall

Councillor - Urban Ward
Percy Thomson Trust Chair
Creative Communities Chair
Te Kaunihera ā Rohe o Whakaahurangi | Stratford District Council
021 817 792

From: Rubeana Reader < rreader@stratford.govt.nz >

Sent: Monday, May 12, 2025 1:00 PM

To: Councillor Ellen Hall <ellen.hall@stratford.govt.nz>

**Cc:** Steve Taylor <staylor@stratford.govt.nz> **Subject:** FW: Wires in Percy Thomson

Good afternoon Ellen

I have had a look at the wires, I have been advised this may be a carryover from when NZ post vacated the premises.

I suggest we get an electrician in to confirm these wires are not live and once confirmed safe we can put them into the wall and repair the holes.

Can you confirm you would like me to go ahead with this?

Regards

Rubeana Reader Property Officer

Te Kaunihera ā Rohe o Whakaahurangi | Stratford District Council

63 Miranda Street PO Box 320 Stratford 4352 P.06 765 6099 M.027 275 7371 stratford.govt.nz

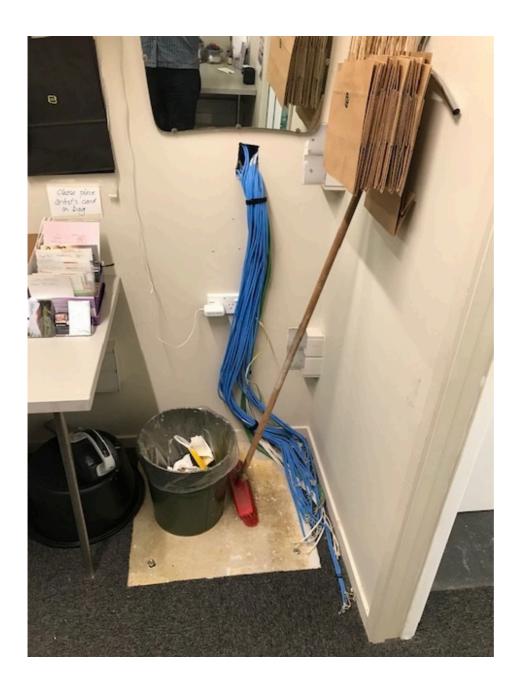


From: Steve Taylor <staylor@stratford.govt.nz>

**Sent:** Monday, 12 May 2025 10:31 AM

**To:** Rubeana Reader < rreader@stratford.govt.nz>

**Subject:** Wires in Percy Thomson



Sent from my iPhone