

The Hutt Valley Horticultural Society wishes to have a new Deed with the Hutt City Council for the next 5 years. The HVHS wishes to negotiate the Deed with HCC. The HVHS understands the HCC is under a lot of financial constraints and wishes to work with the HCC to lower any costs of the Deed. The HVHS would like to continue to service the community as it has for the last 123 years.

The Hutt Valley Horticultural Society asks that you vote against endorsing the recommendation in the report (Assets Review – Decisions and Progress Update September 2026) relating to the Hutt Valley Horticultural Society.

The report recommends that the Committee:

(5) approves Option C, to conclude financial support to the Hutt Valley Horticultural Society by not renewing the deed of Covenant;

The HVHS is opposed to this option. The HVHS is also opposed to options A and B.

None of these three options are consistent with the requirements of the 2019 deed relating to use of council facilities between the HCC and HVHS.

As an alternative the HVHS recommends that you vote for a motion that the Hutt City Council honour obligations to the Hutt Valley Horticultural Society Incorporated with the first of further 5 years terms as set out in the 2019 deed relating to use of council facilities between the Hutt City Council and Hutt Valley Horticultural Society Incorporated.

The 2013 Town & Horticultural Halls Report, approved by the then deputy mayor, David Bassett, on behalf of the Project Steering Group, included, Section 5, Legal Considerations, which includes: "Council will honour obligations to the Hutt Valley Horticultural Society Incorporated (The Society) under a Deed of Covenant." Our recommended motion would be consistent with this report. None of the three options in the current Assets Review would be consistent with the report.

Prior to the Horticultural Hall being demolished David Bassett met with members of the HVHS and reassured them that the HCC would continue to provide for the HVHS in the event centre.

The options presented in the Assets Review report are inconsistent with the 2019 deed relating to use of council facilities between the HCC and HVHS, clauses 1 and 2.

1. This Deed commences on 1 June 2019 and will be for an initial term of 7 years ("the Term") with further **terms** [our underline and bold] of 5 years by agreement between the parties.
2. The parties will review this Deed at least six months prior to expiry to ensure that the provisions relating to number of events, office/meeting room usage and storage requirements remain relevant.

Clause 1 is for ongoing terms of 5 years and clause 2 for matters to be considered in reviewing the deed.

The 2019 Deed also has a dispute resolution section.

14. Any dispute concerning the subject matter of this Deed will be settled by discussion and negotiation between the parties.

15. Should the dispute not be resolved satisfactorily by these means within 40 working days of the dispute being raised, the parties agree that they will engage in mediation, prior to commencing any further formal dispute resolution.

None of the three options in the Assets Review report have been discussed with the HVHS, or even mentioned to the HVHS. If any of the options in the Assets Review are endorsed by the committee the HVHS will expect that the HCC and the HVHS will settle the dispute by discussion and negotiation, as required under clause 14.

As stated in section 38 of the Assets Review report, Council officers prepared a Deed of Renewal. A Council officer requested that the HVHS sign the Deed. As stated in section 39, HVHS did not agree with the Council officers' proposed Deed of Renewal. HVHS stated that there should not be a termination date in the agreement, discussing the issue and why. Apart from the HCC saying it is more than fair and reasonable, there has been no discussion by or negotiation by HCC, as required by clause 14 of the 2019 Deed. The HVHS disagrees with the HCC that there are no rights of renewal in the 2019 Deed. The right of renewals is in clause 1 and the matters to agree upon are in clause 2. It is HVHS view that Council has not discharged its legal obligations to HVHS.

On 12 December 2025, prior to six months before the expiry date of the initial 2019 Deed term, the HVHS raised with the HCC when discussions for the agreement review would take place. On 13 January 2026 HCC said that it had reviewed the MoU [Deed] and the only change it would like to make was to utilise the Walter Nash Centre rather than the Event Centre for the HVHS show. The Walter Nash Centre was not available for the September HVHS show. The HCC and the HVHS tried to find another suitable venue. On 1 May 2026 HCC said it would revert to the Event Centre and a Deed would be prepared. HVHS understood the review was completed and that the HCC and HVHS were in agreement for the next 5 years term. On 11 May 2026 HCC said it would like to end the agreement in 10 years. HCC asked HVHS to confirm that the HVHS agrees to this. On 14 May 2026 HCC prepared a deed that included a subsequent 5 years term, with a limitation on further renewals. On 25 May 2026 the HVHS said it did not agree to a limitation on further renewals. On 4 June 2026 HCC said it believed another 10 years is more than fair and reasonable. On 9 June 2026 HCC said it thought the review was complete. On 10 June 2026 HVHS said it was surprised the HCC thought that the process was complete. HVHS stated that there should not be a termination date in the agreement, discussing the issue and why.

The HVHS transferred the land to the HCC for the purpose of a Horticultural hall. Rather than earthquake strengthen the Horticultural Hall, the HCC decided to demolish the Horticultural Hall and erect an event centre on the land. The HVHS assumes that the HCC receives income from the Event Centre and that the proportion of that income that the land value would represent as proportion of the total Event Centre value would be greater than any cost of the HVHS Deed. It would inform councillors and the HVHS if this amount was known. That is, the land value divide by the land plus building value multiplied by the Event Centre income. The HCC should consider any cost of the agreement with the HVHS as offset by this income and not as a rate-funded provision. The HVHS guesses that with this assumed income the HVHS transfer of land to the HCC is supporting the HCC more than the HCC is supporting the HVHS.

Nevertheless, HVHS remains available to discuss options to lower costs to the HCC. The HVHS does not regard the current arrangements as satisfactory and fair.

The HVHS is not on the same footing as other community groups. Unlike other community groups the HVHS transferred land to the HCC and gave the HCC 5,000 pound (CPI adjusted \$326,188.70) for a hall the Council decided to demolish.

We note that section 4.5, Heritage Context, of the Town & Horticultural Halls Report includes: "As a key stakeholder the Horticultural Society will be consulted in the design of their Society Rooms.

These rooms will accommodate all the Society's functions and will include a library and cupboards exhibiting their prize winner cups. The intention is to re-use existing fixtures and finishes where that is practical and generally to be highly respectful of the cultural identity and values of their existing rooms, retaining the original materials and style consistent with the original period."

Although these rooms were not provided, we understood the intention was for the Horticultural Society to have a permanent presence.

As can be seen above the HVHS does not agree with the opinions of the Council's General Counsel.

The report fails to discuss the financial risk to the HCC of a compensation payment.