

## DEED OF INTEGRATION

**THIS DEED** is made the 16<sup>th</sup> day of September 1999

**BETWEEN** **Bethlehem College Limited** a duly incorporated company under the Companies Act 1993 with its registered office at Tauranga ("the Proprietor")

**AND** **Her Majesty The Queen** acting by and through the Minister of Education ("the Minister").

### BACKGROUND

A The Christian Education Trust ("the CET") owns land at Elder Lane Tauranga more particularly set out in the **First Schedule** hereto.

B The Proprietor operates Bethlehem College ("the School") and has leased the property for this purpose from the CET under a Memorandum of Lease set out in the **Second Schedule** hereto ("the Lease").

C The Minister and the Proprietor have agreed to the integration of the School pursuant to Section 7(2) of the Private Schools Conditional Integration Act 1975 ("the Act").

D The School was founded in 1988 and has continued since then as a Composite school catering for girls and boys from New Entrants to Form 7 offering education with a Special Character.

**NOW THIS DEED WITNESSES AND IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

- Agreement**            1            The Minister and the Proprietor agree that the School is to become an Integrated Composite school pursuant to the Act catering for students from new entrants to Form 7.
- Board of Trustees**       2.1            The Board of Trustees ("the Board") shall be the controlling authority of the School and shall be constituted pursuant to Part IX of the Education Act 1989.
- 2.2            The control and management of the School shall be exercised subject to the provisions of Section 25(6) and Section 80 of the Act and Section 75 of the Education Act 1989.
- 2.3            The Board of Proprietors may take steps prior to the date of integration to develop protocols for the Board of Trustees to ensure that the control and management of the School is exercised at all times for the preservation of the Special Character of the School. The protocol document may include provision on the form of consultation required by the Board of Proprietors in relation to the procedure and criteria for the selection and appointment to the position of Principal and Senior Management.
- Leased Property & Integrated Premises**       3            The Proprietor is the occupier of all the land described in the **Fourth Schedule** hereto and the improvements thereon ("the Leased Land"). For the purposes of this Deed of Agreement the Integrated School premises comprises the Leased Land and improvements thereon and are collectively referred to herein as "the School premises."
- The Lease**               4.1            The Proprietor hereby agrees that it will well and faithfully observe, perform, fulfil and keep all and singular the covenants, conditions and agreements contained or implied in the lease and on the part of the Proprietor as lessee thereunder to be observed, performed, fulfilled and kept and
- 4.2            the Proprietor accordingly indemnifies the Minister in respect of any breach of the obligations of the Proprietor as lessee under the lease.
- Upgrading Buildings**       5            The Proprietor, pursuant to Section 40 (2)(c) of the Act, shall plan, and cause the CET to execute the improvements described in the **Third Schedule**, so as to bring the School buildings and associated facilities forming part of the School premises up to the agreed standard for comparable State Schools prevailing at the effective date of this Deed of Agreement. Such improvements shall be carried out in accordance with the dates specified against such improvements in the **Third Schedule** or such other dates or other modifications as may be agreed from time to time between the

Minister and the Proprietor. The Proprietor shall, upon completion of any improvements to electrical services described in the **Third Schedule**, arrange for the inspection of the School premises in terms of the Regulations currently in force at the time.

- 6 The Proprietor shall plan and cause the CET to execute and carry out such capital works and associated facilities as may be approved or required from time to time by the Minister pursuant to Section 40 (2)(d) of the Act in order to maintain the school, its buildings and associated facilities at the minimum standard laid down from time to time for comparable state schools.

**Borrowings** 7 The Proprietor shall not borrow funds against the School premises which at all times shall remain the property of the CET.

**Use of School Premises** 8.1 The Proprietor agrees to set apart and appropriate all of the School premises identified on the plan attached in the **Fourth Schedule**, and all chattels and assets associated with the School premises, exclusively for the purposes of the School as an integrated school and further agrees that the Board shall have the exclusive right of possession and use of the School premises and all chattels and other assets associated with the School:

PROVIDED THAT

**School Premises Proprietor's Use** 8.2.1 The School premises and all chattels and other assets associated therewith shall be available for use by the Proprietor, the staff employed by the Proprietor or other person or persons when these are not required for School purposes and the Proprietor shall contribute to the utility costs according to such use.

8.2.2 The School premises will be available for classroom practicums for student teachers of Bethlehem Institute of Education.

**School Premises External Use** 8.3 With the consent of the Proprietor, the Board may grant the use of the School premises and all chattels and other assets associated therewith to any other person or persons at any time when the School premises are not required for School purposes providing that such use does not conflict with the special character of the School. The Board may require such person or persons to pay a reasonable fee to the Board as a condition of such use and may return a portion of that fee to the Proprietor as agreed with the Proprietor.

**Proprietor's Property** 9.1 The Proprietor may own, lease, control and maintain any lands, buildings, chattels and assets that, although not part of the Integrated premises, are regarded by the Proprietor as appropriate to maintain the Special Character of the School.

9.2 The Proprietor acknowledges that the designated areas hatched in yellow on the plan attached to the **Fourth Schedule** are used in

common and the costs of maintaining the designated areas shall be shared between the Proprietor and the Board as may be agreed in writing from time to time.

- |   |      |   |
|---|------|---|
| <b>Insurance</b>                                  | 10   | The Proprietor shall insure the buildings forming part of the School premises and the Proprietor's chattels owned, leased or held upon trust for the purposes of the School and the other assets owned or leased by the Proprietor for the purposes of the School against risks normally insured against, in some responsible insurance office and further acknowledges the obligation on it created by Section 40(2)(h) of the Act. Such insurance shall note the interest of the CET as owner of the buildings.   |
|   |      |   |
| <b>Future Maintenance</b>                         | 11   | Subject to Clauses 4.1,5, and 6 and any requirements placed on the Proprietor to carry out deferred maintenance set out in the <b>Third Schedule</b> , the Minister after the effective date of this Agreement, shall maintain the land, buildings, chattels and associated facilities comprising the School premises as though the School was a State School.  |
|   |      |   |
| <b>Staff Remuneration and Terms of Employment</b> | 12   | Contracts of employment for persons employed at the School who are paid in whole or in part out of money appropriated by Parliament shall be negotiated in accordance with Part VII of the State Sector Act, 1988.  |
|   |      |   |
|   | 13   | A teacher to whom the proviso to Section 71 (6) applies shall continue to be paid no less than the same salary and be accorded the same status as he or she received or was accorded on the day before the effective date of integration provided that in the case of such teacher who is paid more than a teacher with comparable service and qualifications in a state school the Proprietor shall, after the effective date of integration, ensure that the Crown (acting through the Minister) shall not be liable for payment of the difference in the salary. |
|   |      |   |
| <b>Special Character Agreement</b>                | 14.1 | For the purposes of this agreement "Special Character" means the Special Character of the School described in the <b>Fifth Schedule</b> .   |
|   | 14.2 | The School's Special Character as hereinafter described, shall incorporate education with a Special Character as provided in the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's Special Character and these presents shall be interpreted so as to maintain and preserve the Special Character of the School.   |
|   |      |   |
| <b>Proprietor's Rights</b>                        | 15   | The Proprietor shall, subject to the provisions of this Agreement:  |

- 15.1 continue to have the responsibility to establish, supervise and audit the maintenance and preservation of education with a Special Character provided by the School;
- 15.2 continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of the School as defined herein;
- 15.3 invoke the powers conferred upon it by the Act should the Proprietor so determine if, in the opinion of the Proprietor, the Special Character of the School has been or is likely to be jeopardised or the education with such Special Character so provided is no longer preserved and safeguarded.
- School Roll** 16 The School had a roll of 900 pupils in Year 0 to Year 13 at the 1st day of July 1999. It is agreed, as provided for in Section 7(6)(g) of the Act and subject to the requirements of the **Third Schedule** being met, that the maximum roll of the School shall be 1530.
- Enrolment Preferences** 17.1 A preference of enrolment at the School under Section 29(1) of the Act shall be given to those pupils with parents or guardians who have established a particular connection with the School through membership of, or affiliation with, a Christian church or a general connection with the Special Character of the School through acceptance of the statement of Special Character. The Board shall not give preference of enrolment to the parents of any child unless the Proprietor concurs that those parents have established a particular or general connection with the Special Character of the School to the satisfaction of the Board.
- 17.2 In accordance with Section 7(6)(h) of the Act, unless the Proprietor and the Minister otherwise agree and subject to places being available the number of pupils whose parents do not have preference of enrolment at the School in accordance with the provisions of Section 29(1) of the Act shall be limited to 10% of the maximum roll of the School.
- Access to School** 18 The Proprietor together with its servants, agents and licensees shall subject to the proviso of Section 40(2)(i) of the Act have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained and shall also have similar access to enable it to exercise the powers and carry out the responsibilities vested in it and imposed on it by the Act and by this Agreement.
- Staffing: Principal's Appointment** 19 An advertisement for the position of Principal of the School shall in accordance with Section 65 (1) (a) of the Act, state that a willingness and ability to take part in religious instruction appropriate to the School shall be a condition of appointment. The

Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.

<b>Chaplain</b>	20	Religious Studies forms part of the education with a Special Character provided by the School and therefore the Proprietor, at its expense, may employ any person or persons whether as a Chaplain or otherwise for duties relating to the instruction and the provisions of Section 69(2) and (3) of the Act shall apply.
<b>Staffing: Tagged Positions</b>	21	For the purposes of Section 65(1)(c) the positions of all permanent teachers shall be positions of importance carrying a responsibility for religious instruction. Advertisements for these positions shall state that a willingness and ability to take part in religious instruction appropriate to the Special Character of the School shall be an essential condition of appointment. Such advertisements shall also state that a willingness and ability to uphold the Special Character shall be a condition of employment.
<b>Staffing Limits</b>	22.1	The staffing entitlement of the School shall be the same as that for a comparable state school at the effective date of integration of the School.
	22.2	In the event that the School Board employs more staff than that to which it is entitled under clause 22.1 then the Proprietor shall ensure that there shall be no residual liability (which shall include payment for staffing over entitlement after integration, and any redeployment pertinent to this overstaffing) on the Crown acting through the Minister.
	22.3	For the avoidance of doubt the Proprietor shall indemnify the Minister to the fullest extent permitted by law from any financial loss whatsoever the Minister may suffer from any breach or non observance of this clause by the Proprietor.
<b>Attendance Dues</b>	23	The Proprietor may enter into agreements with either the parents or other persons accepting responsibility for the education of pupils at the School providing that, as a condition of the enrolment and attendance of each pupil at the School, that the parents or other persons shall pay attendance dues pursuant to the provisions of Section 36 of the Act.
<b>Definitions</b>	24	Unless expressly provided for in this Agreement words and expressions shall have the meaning given those words and expressions in the Act.
<b>Dated</b>	25	The effective date of integration pursuant to this Deed of Agreement shall be the 4 <sup>th</sup> day of October 1999.

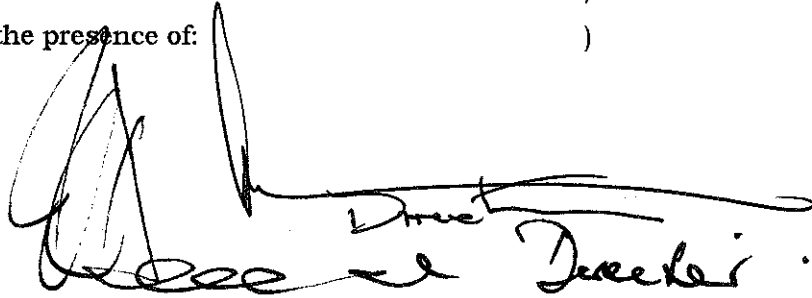
26 On and after the effective date specified in this Deed of Agreement the School shall be an Integrated School in terms of the Private Schools Conditional Integration Act 1975.

IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

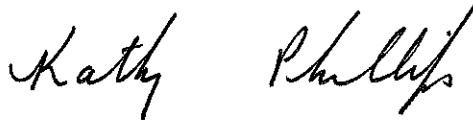
SIGNED BY )

BETHLEHEM COLLEGE LIMITED )

in the presence of: )

 Murray Carr L.O.

SIGNED by



Kathy Phillips )

Senior Manager )

National Operations )

Ministry of Education )

pursuant to authority delegated by the )

Minister of Education acting on behalf of )

THE MINISTER OF EDUCATION )

in the presence of: )

 Murray Carr L.O.

## **FIRST SCHEDULE**

### **THE CHRISTIAN EDUCATION TRUST'S LAND**

Description of land, buildings and other improvements which comprise the land owned by the Christian Education Trust of which the school premises on the leased land form part and which are delineated in dark green on the plan forming part of the Fourth Schedule hereto:

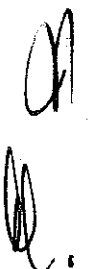
All that land situated at Elders Lane, Tauranga comprising:

- (a) 4.0409 hectares, Lot 1 on DPS.36682, Certificate of Title 66B/63 (South Auckland Registry).
- (b) 38.0780 hectares, Lot 2 on DPS.32682, Certificate of Title 30A/434 (South Auckland Registry).
- (c) 4.2137 hectares, Lot 1 on DP.30759, Certificate of Title 792/270 (South Auckland Registry)

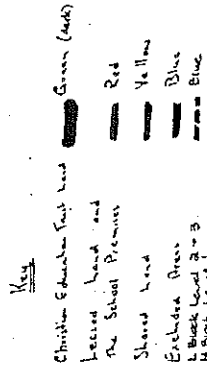


**SECOND SCHEDULE**

**THE MEMORANDUM OF LEASE**

A handwritten signature in black ink, consisting of a stylized 'M' or 'W' shape with a vertical line extending upwards and a small flourish at the bottom.

A hand-drawn map of a property. The property is divided into two lots: Lot 1 (top right) and Lot 2 (bottom left). Lot 1 is labeled "Lot 1" and "BPS 11001". Lot 2 is labeled "Lot 2" and "BPS 11002". A river, labeled "LIMBOD RIVER", flows along the bottom boundary of the property. A road, labeled "MORFAT ROAD", runs along the top boundary. A note, "NOTE DUNE CROWN", is written near the top right corner. A scale bar, labeled "1 inch = 100 feet", is located in the bottom right corner.



BETHLEHEM COLLEGE  
PRIVATE BAG  
TAURANGA  
PHONE 576 6169  
FAX 576 4751

[illegible]

***DEED OF LEASE***

***BETWEEN***

***CHRISTIAN EDUCATION TRUST***

***A N D***

***BETHLEHEM COLLEGE LIMITED***

**ROSS ABERNETHY LAW OFFICE  
SOLICITOR  
MOUNT MAUNGANUI**

91

## DEED OF LEASE

**THIS DEED** made this                      day of                      1999

**LANDLORD**    **CHRISTIAN EDUCATION TRUST** (herein called "the Landlord")

**TENANT**        **BETHLEHEM COLLEGE LIMITED** (herein called "the Tenant")

### BACKGROUND

- A. The Landlord is a charitable trust incorporated under the Charitable Trusts Act 1957. The Trust Deed of the Landlord provides (inter alia):

*"The Trustees shall hold the trust property upon trust...to establish and maintain a school or schools for the education of persons of all age groups including in such education instruction in the Christian faith as set out in the holy scriptures and ensuring that the curriculum of such school or schools recognises the absolute sovereignty of God over man and creation."*

- B. The Landlord has established and operates various learning facilities on land (herein called "the land") owned by the Landlord at Elder Lane, Tauranga including Kindergarten, Primary School, Secondary School, Teacher Training, and Tertiary Degree Providers. Such land is shared by such learning centres but with some building areas specifically allocated for the use of one or other particular learning centre.
- C. For the purposes of integration under the Private Schools Conditional Integration Act 1975 the Landlord has agreed to lease, and the Tenant has agreed to take on lease the campus (herein called "campus") and buildings (herein called "buildings") set out herein and upon the terms and conditions contained herein.

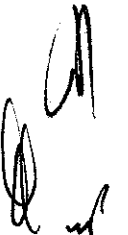
### NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES:

**THE LANDLORD** leases to the Tenant and the Tenant takes on lease the campus and buildings described in the First Schedule (herein collectively called "the leased area") together with the right to use:

- (a) The Landlord's fixtures and fittings contained in the premises.
- (b) The common areas of the property as described in the First Schedule.

**FOR** the term from the commencement date at the annual rent (subject to review) as set out in the First Schedule.

**THE** Landlord and the Tenant covenant as set out in the Second Schedule.



**SIGNED** by the Landlord

(by affixing its common seal)

In the presence of:

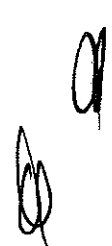
**SIGNED** by the Tenant

In the presence of:

**SIGNED** by

---

Kathy Phillips )  
Senior Manager )  
National Operations )  
Ministry of Education )  
pursuant to authority delegated by the )  
Ministry of Education acting on behalf of )  
**THE MINISTRY OF EDUCATION** in the )  
presence of:



## **FIRST SCHEDULE**

### **Landlord's Land :**

All that land situated at Elders Lane, Tauranga shown marked in green on the attached plan comprising:

- (a) 4.0409 hectares, Lot 1 on DPS.36682, Certificate of Title 66B/63(South Auckland Registry).
- (b) 38.0780 hectares, Lot 2 on DPS.32682, Certificate of Title 30A/434(South Auckland Registry).
- (c) 4.2137 hectares, Lot 1 on DP.30759, Certificate of Title 792/279(South Auckland Registry)

### **The Leased Area:**

**Campus :** That part of the land bordered in red on the attached plan together with such further land which may be added to the Campus during the term of this Lease.

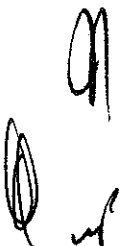
**Buildings :** The current buildings shown on the attached plan for use as the Composite School of Bethlehem College (other than those areas marked in blue) together with such additional buildings which may be added on from time to time for use as Composite School buildings at the request of the Tenant.

### **Common Areas :**

The land and buildings now and at future owned by the Landlord at Elder Lane, Tauranga other than for land and buildings exclusively leased or set apart for use by a tenant licensee or invited guest of the Landlord. The road marked yellow on the attached plan shall form part of the common area.

**Term:** 19 years 364 days

**Commencement Date :** 4 October 1999



**Annual Rent (subject to review) :** \$2,010,090.00 (plus GST)

**Monthly Payments of Rent :** \$167,507.50 (plus GST)

**Rent Payment Dates :**

The 4<sup>th</sup> day of each month commencing on the 4<sup>th</sup> day of October 1999.

**Review Dates :**

The first review date of rental shall be the 1<sup>st</sup> day of July in the fifth year from the commencement date or upon the 1<sup>st</sup> day of July preceding the completion of the rapid development stage (see clause 2) whichever event shall be the sooner. Thereafter review dates shall be every second anniversary from the first review date.

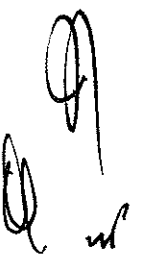
**Default Interest Rate :** 12 % per annum

**Permitted Use :**

The development and operation of a Composite School upon the terms and subject to the limitations more particularly set out herein.

**Improvements Rent Percentage :** 12%

**Insurance :** Full Replacement and Reinstatement.

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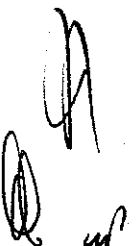
## **SECOND SCHEDULE**

### **1.0 Term of Lease**

- 1.1 The term of this Lease shall commence on the commencement date set out in the First Schedule.
- 1.2 In the event that Section 218(1) Resource Management Act 1991 is repealed or amended to enable a term greater than that contained herein without requiring a subdivision of the land, the parties will at the time of repeal or amendment or as soon as possible thereafter enter into a Deed of Variation of this Lease to provide for the term of this Lease to be extended to the maximum period permitted under the Resource Management Act for a lease of land without constituting a subdivision, or a period of 50 years from the commencement date, whichever is the shorter period.
- 1.3 In the event that Section 218(1) Resource Management Act 1991 is not repealed or amended as provided for in clause 1.2 the Landlord shall grant the Tenant the first option to enter into a new Lease for the leased land upon expiry of the present term on such terms and conditions as may be determined between the Landlord and the Tenant provided however that this clause shall not be construed as implying a right of renewal of the terms of this Lease.

### **2.0 Rental**

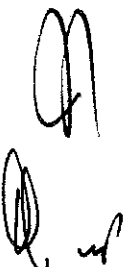
- 2.1 The Tenant shall pay the annual rent by equal monthly payments in advance (or as varied pursuant to any rent review) on the rent payment dates. The first monthly payment shall be payable on the first rent payment date. All rent shall be paid without any deductions by direct payment to the Landlord or as the Landlord may direct.
- 2.2 The calculation of the annual rental for the rapid development stage (being the period between the commencement of the lease to the time that work is completed to bring the leased area up to the standard set out in the Third





Schedule to the Integration Agreement entered into between the Minister of Education and the Tenant) or the first five years of the lease term (whichever is the shorter period) shall be determined by the Landlord as follows:

- (a) The base rental shall be:
    - i. 10% of the value of the leased area at the commencement date of this lease together with:
    - ii. 12% of the estimated total costs to carry out all building and upgrading work required by the Landlord to bring the leased area up to the standard set out in the Third Schedule to the Integration Agreement.
  - (b) At the end of five years from the commencement date an appropriate adjustment to the rental will be made in the event that the building programme has not been completed or carried out in accordance with the Third Schedule programme.
  - (c) In the event that the Tenant requests the Landlord to add further buildings and facilities to the leased area beyond that shown in the Third Schedule to the Integration Deed, the Landlord will have costings obtained by July for work to be carried out in the following year. The rental will be adjusted from the 1<sup>st</sup> day of January of the following year to allow for a 12% return on the costs of such additional developments.
  - (d) In the event that the mortgage outgoings incurred by the Landlord in respect of the leased area are higher than the rental obtained from the above calculations, then the actual outgoings incurred by the Landlord in respect of such leased area shall be the rental payable to the time of the next review.
- 2.3 (a) Upon the fifth anniversary of the commencement date or upon the completion of the rapid development stage (whichever is the earlier):
- (i) The landlord shall commence a review by not earlier than three months prior to that date of and any review date thereafter, or at any

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time up to the next following review date and give written notice to the Tenant specifying the annual rent for the campus, buildings, and common area as at that review date.

- (ii) The rent shall be determined by the Landlord by obtaining a registered valuation of the value of the campus, buildings, and value of the use of the common area. The rental shall be 10% of such figure.

(b) The cost of the valuation in determining such reviewed rental shall be payable by the Tenant.

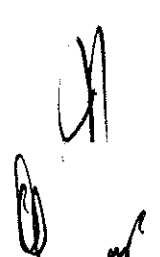
(c) The annual rent so determined or accepted shall be the annual rent from the 1<sup>st</sup> day of January following the review date.

2.4 The rental shall be reviewed every second anniversary after the first review carried out pursuant to clause 2.3 herein.

### **3.0 Outgoings**

3.1 The tenant shall be responsible for all outgoings in respect of the leased area including but not limited to:

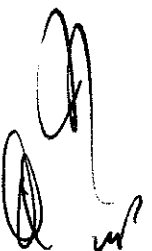
1. Rates or levies payable to any local or territorial authority.
2. Charges for water, gas, electricity, telephones, and other utilities or services.
3. Rubbish collection charges.
4. New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.
5. Costs of security to the premises.
6. Such portion of the Landlord's land tax as the value of the land forming part of the property bears to the total value of all land included in the Landlord's assessment for land tax.
7. Insurance premiums and related valuation fees.
8. Service contract charges for airconditioning, lifts, and other building services.

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9. Cleaning, maintenance, and repair charges including charges for repainting, decorative repairs, and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the buildings (minor repairs to the roof of the buildings shall not be a structural repair).
10. The provisioning of toilets and other shared facilities.
11. The cost of ground maintenance (ie. lawns, fences, fields, gardens and planted areas, including plant hire and replacement).
12. Road, stormwater, yard and car-parking area maintenance and repair charges but excluding charges for structural repairs to the buildings.
13. The costs incurred and payable by the Landlord in supplying to the territorial authority a Building Warrant of Fitness and obtaining reports as required by Section 45 of the Building Act 1991.
14. Any other costs incurred by the Landlord under any Statute or Local Authority By-Laws which may be introduced after the date of this Lease.
15. Any costs of up-grading or maintenance required by the Ministry of Education or any other Departmental Authority relating to the use of the campus and buildings by the Tenant.
16. Compliance costs in meeting requisitions and requirements from any Governmental or Territorial Authority relating to the campus and buildings other than structural repairs to the buildings.
17. All insurance premiums relating to property and chattels insurance (together with any valuation fees relating thereto).

3.2 The outgoings shall be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term of this lease.

3.3 The outgoings shall be payable on demand or if required by the Landlord by monthly instalments on each rent payment date of such reasonable amount as the Landlord shall determined calculated on an annual basis. Where any

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outgoing has not been taken into account in determining the monthly instalments such amount shall be payable on demand.

3.4 After the first day of January in each year of the term, or such other date in each year as the Landlord may specify, and after the end of the term, the Landlord shall supply to the Tenant reasonable details of the actual outgoings for the year or period then ended together with forecasts of expected outgoings on the property. The Landlord shall periodically collect payments from the tenant where the Landlord is making payments on the Tenant's behalf.

3.5 The Tenant's liability to pay outgoings during the term shall subsist notwithstanding the end or earlier termination of the term.


#### **4.0 Goods and Services Tax**

4.1 The Tenant shall pay to the Landlord or as the Landlord shall direct the Goods and Services Tax payable by the Landlord in respect of the rental and other payments payable by the Tenant hereunder. The tax in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable upon demand.

4.2 If the Tenant shall make default in payment of the rental or other moneys payable hereunder and the Landlord becomes liable to pay additional Goods and Services Tax then the tenant shall on demand pay to the Landlord the additional tax.

#### **5.0 Interest on Unpaid Money**

5.1 If the Tenant defaults in payment of the rent or other moneys payable hereunder for fourteen (14) days then the Tenant shall pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment down to the date of payment.

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## **6.0 Insurance**

- 6.1 The Tenant shall at all times during the term keep and maintain any buildings on the property insured in the joint names of the Landlord and Tenant (for their respective interests) under a policy of the type shown in the First Schedule

against loss damage or destruction by fire and such other risks as the Landlord may reasonably determine and such cover may extend to:

- (a) A twelve (12) month indemnity in respect of consequential loss or rent;
- (b) Loss damage or destruction of windows and other glass and all the Landlord's fixtures fittings and chattels; and
- (c) Adequate public risk cover.

## **7.0 Indemnity**

- 7.1 The Tenant shall indemnify the Landlord against all damage or loss resulting from any act of omission on the part of the Tenant or the Tenant's employees contractors or invitees resulting from the Tenant's use of the campus, buildings and common area and the operation of the schools carried on by the Tenant. The Tenant shall recompense the Landlord for all expenses incurred by the Landlord in making good any damage to the property resulting from any such act or omission.

## **8.0 Landlord's Payments**

- 8.1 Subject to the Tenant's compliance with the provisions of clause 4 the Landlord shall pay all outgoings in respect of the property not payable by the Tenant direct. The Landlord shall be under no obligation to minimise any liability by paying any outgoing or tax prior to receiving payment from the Tenant.

## **MAINTENANCE AND CARE OF LEASED AREAS**

### **9.0 Tenant's Obligations**

- 9.1 The Tenant shall be responsible for carrying out in a proper and workmanlike manner all maintenance (whether major or minor) to the leased area. The Landlord acknowledges the requirement of the School Board of Trustees to carry

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out minor maintenance, but this obligation shall not release the Tenant of such obligation pursuant to this lease.

- 9.2 The Tenant may request the Landlord to carry out major maintenance on behalf of the Tenant and the Landlord shall carry out such maintenance and shall charge the Tenant for the cost of such work so carried out. The Tenant shall not be permitted to request the Landlord to carry out more maintenance work in

one year than it is able to fund through its Major Maintenance Grant received from the Ministry of Education.

#### **10.0 Toilets**

- 10.1 The toilets sinks and drains shall be used for their designed purposes only and no substance or matter shall be deposited in them which could damage or block them.

#### **11.0 Rubbish Removal**

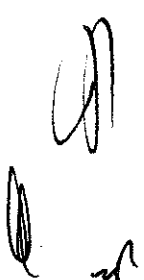
- 11.1 The Tenant shall regularly cause all rubbish and garbage to be removed from the premises and will keep any rubbish bins or containers in a tidy condition. The Tenant will also at the Tenant's own expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the local authority.

#### **12.0 Notification of Defects**

- 12.1 The Tenant shall give to the Landlord prompt notice of any accident to or defect in the premises of which the Tenant may be aware and in particular in relation to any pipes or fittings used in connection with the water electrical gas or drainage services.

#### **13.0 Landlord's Right of Inspection**

- 13.1 The Landlord and the Landlord's employees contractors and invitees may at all reasonable times enter upon the premises to view their condition. If the Landlord shall give the Tenant written notice of any failure on the part of the

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Tenant to comply with any of the requirements of Clause 9.1 the Tenant shall with all reasonable speed so comply.

**14.0 Landlord may Repair**

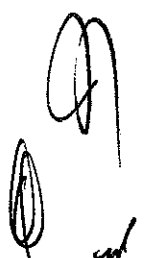
- 14.1 If default shall be made by the Tenant in the due and punctual compliance with any repair notice given pursuant to the previous clause or in the event that any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies

expressed or implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times enter upon the premises to execute such works. Any moneys expended by the Landlord in executing such works shall be payable by the Tenant to the Landlord upon demand together with interest thereon at the default interest rate from the date of expenditure down to the date of payment.

**15.0 Access for Repairs**

- 15.1 The Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times to enter the premises to carry out repairs to the premises or adjacent premises and to install inspect repair renew or replace any services where the same are not the responsibility of the Tenant all such repairs inspections and work to be carried out with the least possible inconvenience to the Tenant.

**16.0 Business Use**

- 16.1 The Tenant shall use the premises only for the development and operation of a Composite School which at all times shall be operated within the criteria laid down from time to time by the Ministry of Education.
- 16.2 Other than as provided for herein this lease shall relate only to the leased area and the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property without reference to the Tenant and the Tenant shall have no rights in relation thereto.
- 

**17.0 Use of Common Area**

- 17.1 The Tenant shall have the use (in common with the Landlord's other tenants, licensees and invited guests) of such other land and building as may be owned by the Landlord at Elder Lane, Tauranga (being land and buildings not forming part of the leased area) as may be decided upon from time to time by a committee as set out in the following clause.
- 17.2 The Landlord shall appoint a Committee representing the Landlord, and each of its tenants or licensees (or a representative of such person or entity) to clearly establish rules for the use of the common areas and buildings. Such rules shall have as their paramount consideration the health and safety of the students of the Composite School and reasonable access to such land, buildings and facilities to ensure excellent education for such pupils.
- 17.3 In the event of any deadlock in the Committee as to the use of such land the decision of the Landlord shall prevail.

**18.0 Security**

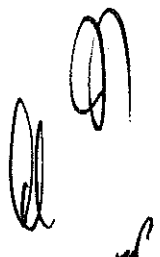
- 18.1 The Tenant shall use its best endeavours to protect the leased area from vandalism, theft and robbery and shall keep all doors, windows and other openings closed and securely fastened when the buildings are not in use. If the buildings are not secured in the foregoing manner, then the Tenant authorises the Landlord to secure the premises in such manner as the Landlord determines as necessary in the circumstances but at the cost of the Tenant.

**19.0 Neglect of Other Tenant**

- 19.1 The Landlord shall not be responsible to the Tenant for any act of default or neglect of any other tenant of the property.

**20.0 Compliance with Statutes and Regulations**

- 20.1 The Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and will also comply with the provisions of all licences,





requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant **PROVIDED THAT:**

- (a) The Tenant shall not be required to make any structural repairs or alterations other than those required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises or by the provisions of this lease.
- (b) The Tenant shall not be liable to discharge the Landlord's obligations as owner under the Building Act 1991 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.

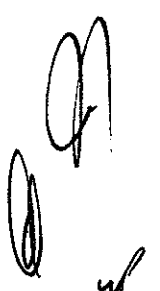
20.2 If the Landlord is obliged by any such legislation or requirement to expend moneys on any improvement addition or alteration to the premise then the Landlord shall be entitled to charge in addition to the rent an annual sum equal to the Improvements Rent Percentage of the amount so expended by the Landlord and the monthly payments of rent shall increase accordingly from the first day of the month in which such improvement addition or alteration is completed.

#### **21.0 No Noxious Use**

21.1 The Tenant shall not allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Landlord, other tenants of the land, or any other person, and generally the Tenant shall conduct the Tenant's business upon the premises in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such persons but the carrying on by the Tenant in a reasonable manner of the business use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

#### **22.0 Tenant not to Void Insurances**

22.1 The Tenant shall not carry on or allow to be done any act or thing which shall make void or voidable any policy of insurance on the property and in any case where in breach of this clause the Tenant has rendered any such increased or extra premium as may be payable but the carrying on by the Tenant in a

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reasonable manner of the business use or of any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

- 22.2 In any case where in breach of this clause the Tenant has rendered any insurance less effective or void and the Landlord has suffered loss or damage thereby the Tenant shall forthwith compensate the Landlord in full for such loss or damage.

### **23.0 DAMAGE TO OR DESTRUCTION OF PREMISES**

- 23.1 If the buildings or any portion of the buildings shall be damaged or destroyed and
- (a) the Tenant's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant and
  - (b) all the necessary permits and consents can be obtained.

THEN the Landlord shall with all reasonable speed expend all the insurance moneys received by the Tenant in respect of such damage towards repairing such damage or reinstating the premises and/or the building but the Landlord shall not be liable to expend any sum of money greater than the amount of the insurance money received.

- 23.2 Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord thinks fit and shall be sufficient so long as it is reasonably adequate for the Tenant's occupation and use of the premises.
- 23.3 Until the completion of the repairs or reinstatement a fair proportion of the rent and outgoings shall cease to be payable according to the nature and extent of the damage.
- 23.4 If any necessary permit or consent shall not be obtainable or the insurance moneys received by the Tenant shall be inadequate for the repair or reinstatement then the lease in respect of such damaged or destroyed area shall
- 
- 

at once terminate but without prejudice to the rights of either party against the other.

## **DEFAULT**

### **24.0 Landlord may remedy Tenant Default**

24.1 Should the Tenant default in the observance or performance of any of the Tenant's obligations hereunder and should the Landlord have served not less

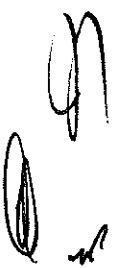
than 21 clear day's written notice of its intention to enter upon the leased area and to do, execute and perform or procure to be performed all such acts, deeds, matters, and things required to make good any Tenant default, then it shall be lawful for the Landlord in addition to any of its remedies to enter the land to do all such acts, deeds, matters, and things required to make good such default and to recover the costs of such action from the Tenant.

24.2 Any notice served under the provisions of the above clause shall specify sufficient particulars to adequately advise the Tenant of the breach (or breaches) of lease in respect of which notice is issued and the fact that such notice is issued under the provisions of this clause. Non-compliance with these requirements shall render any such notice void.

### **25.0 Default on payment of rental**

25.1 In the event that the Tenant defaults in the payment of any rent for a period exceeding 30 days or more or otherwise breach any covenant on the Tenant's part herein expressed or implied; or the Tenant becomes insolvent, bankrupt or goes into liquidation; then before exercising any rights or re-entry the Landlord shall:

- (a) Serve a notice (hereafter called "the default notice") on the Tenant specifying the breach complained of with sufficient particularity to enable the Tenant to clearly identify the default alleged;

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- (b) The default notice notwithstanding anything to the contrary contained in the proceeding subclause shall specify that:
- i. The Tenant must within 30 days of receipt of such notice remedy the default specified; and
  - ii. Should the Tenant not remedy the default specified within this time, the Landlord shall thereafter be at liberty to re-enter the land and to determine this lease pursuant to this clause.
- (c) The Landlord acknowledges that it shall not re-enter the land until the provisions of this clause have been satisfied in full and further that any re-enter contrary to the provisions of this clause shall be null and void ab initio.

#### **26.0 Essentiality of Payments**

26.1 Failure to pay rent or other moneys payable hereunder on the due date shall be a breach going to the essence of the Tenant's obligations under the Lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.

26.2 The acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

#### **27.0 Repudiation**

27.1 The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions by the Tenant constituting a repudiation of the lease or the Tenant's obligations under the lease. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.

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**28.0 Removal of Tenants Fixtures**

28.1 The Tenant not being in breach may at any time before and will if required by the Landlord at the end or earlier termination of the term remove all the Tenant's fixtures and fittings and make good at the Tenant's own expense all resulting damage and if not removed within seven (7) days of the Landlord's request ownership of the Tenant's fixtures and fittings passes to the Landlord.

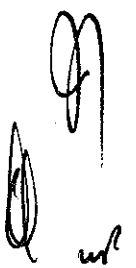
**29.0 Assignment and Subleasing**

29.1 Subject to the following clause 30.0 the Tenant shall not sublet, assign or otherwise part with the possession of the leased area or any part thereof without first obtaining the written consent of the Landlord which the Landlord shall give if the following conditions are fulfilled:

- (a) The Tenant proves to the satisfaction of the Landlord that the proposed sub-tenant or assignee is (or in the case of a company the shareholders of the proposed assignee or subtenant (are respectable, responsible, and have the financial resources to meet the commitment under any sublease.
- (b) All rent and other money payable hereunder have been paid and there is not any subsisting breach of any of the tenant's covenants.
- (c) The Tenant pays the proper costs and disbursements in respect of the approval or preparation of any Deed of Covenant or Guarantee and (if appropriate) all fees and charges payable in respect of any reasonable enquiries made by or on behalf of the Landlord concerning any proposed subtenant.

**30.0 Occupancy by School Board of Trustees**

30.1 For the purposes of the preceding clause it is acknowledged by the Landlord that the Composite School will be administered by a Board of Trustees under Section 75 Education Act 1989. Such administration shall not constitute a sublease, assignment or right of occupancy, and the Tenant shall be responsible to the



Landlord to ensure compliance with all of the obligations of the Board of Trustees.

**31.0 Landlords Obligations to Construct**

31.1 The Tenant may require the Landlord in writing to construct and complete a building programme to enable the development and completion of the Composite School in accordance with the Third Schedule to the Integration Agreement. The Landlord shall be advised by the Tenant by July in each year of such building requirements for the year following the written request, and subject to the

availability of finance and building consents, shall forthwith carry out such building programme.

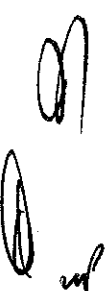
31.2 The Tenant may request the Landlord to carry out further building programmes beyond that envisaged in the Integration Agreement to enable the enhancement or expansion of the existing school facilities or the addition of new facilities and the Landlord shall carry out such further construction subject to:

- (a) An adjustment of the rental to recover the cost of such additional construction.
- (b) The Landlord's mortgagee consenting to such building programme and providing finance if required.

31.3 For the purposes of enabling financing and completion of the building programme referred to in clause 31.1 herein, the Landlord shall operate its mortgage debt on the Landlord's land to maintain sufficient equity to enable borrowing for further buildings and facilities required to complete the work set out in the Third Schedule to the Integration Agreement and to bring the combined school roll up to 1530 pupils.

**32.0 Removal and Reconstruction of Buildings and Alteration to Campus**

32.1 The Landlord may from time to time either at its own behest, or at the request of the Tenant remove buildings from the campus or land and replace such buildings or modify existing buildings as required. The rental shall be adjusted from the

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time of removal, reconstruction, or modification to reflect the value of such alterations.

32.2 The boundary of the leased area may be redefined from time to time by the Landlord by reason of:

- (a) Acquisition of further land by the Landlord; or
- (b) Further development of the Landlord's existing land to be suitable for campus use. The rental for such additional campus area shall be adjusted at the time that such additional land is brought into the leased area.
- (c) Alterations to requirements for the use of buildings and facilities within the existing leased area.

### **33.0 Quiet Enjoyment**

33.1 The Tenant paying the rent and performing and observing all the covenants and agreements herein expressed and applied shall quietly hold and enjoy the leased area throughout the term without any interruption by the Landlord or any person claiming under the Landlord save for those requirements of the Proprietor relating to the sharing of facilities.

33.2 The Landlord shall ensure that its other tenants licensees and invited guests respect the exclusivity to the use of the premises by the Tenant during the school year and shall at all times confer with the Tenant in respect of the use of such premises by its other tenants to ensure that the Tenant has quiet enjoyment of the premises.

### **34.0 Waiver**

34.1 No waiver or failure to act by the Landlord in respect of any breach by the Tenant shall operate as a waiver of another breach.

### **35.0 Notice**

35.1 Subject to the provisions of the Property Law Act 1952 any notice to be given to the Landlord or the Tenant hereunder shall be deemed sufficiently served if:

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- (a) Sent by registered post to the addressee's last known address in New Zealand, or
- (b) In the case of a body corporate sent to its registered office, or
- (c) If there is no last known address or registered office, placed conspicuously on any part of the premises.

Any notice so posted or placed shall be deemed to have been served on the day following the posting or placing thereof. Anything served or given by the Landlord shall be valid if served or given under the hand of the Managing Director, General Manager, Secretary or a director or other authorised representative of the Landlord.

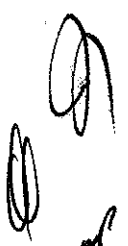
### **36.0 Arbitration**

- 36.1 All disputes and differences between the parties shall be submitted to the arbitration of a single arbitrator if one can be agreed upon or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration) such arbitration to be carried out in accordance with the provisions of the Arbitration Act 1996 or any then statutory provisions relating to arbitration. This clause shall not prevent the Landlord suing the Tenant for arrears of rent or other moneys payable by the Tenant.

### **37.0 Interpretation**

- 37.1 In this lease:

- (a) "the Landlord" and "the Tenant" means where appropriate the successors and permitted assigns of the Landlord and the Tenant.
- (b) "the campus" shall mean the existing campus shown bordered in red on the plan attached hereto together with such other land which may be added thereto by the Landlord from time to time and shall include fields, courts, swimming pools and other complexes thereon.
- (c) "the buildings" mean the building(s) of the Landlord constructed upon the campus other than those buildings or parts of buildings specifically excluded and as the date of commencement shown marked in blue on the attached plan.

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- (d) "the common areas" means those parts of the Landlord's property the use of which is necessary for the enjoyment of the campus and buildings which is shared with other tenants and occupiers.
- (e) Whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule.
- (f) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (g) "Minor maintenance" shall mean those items of maintenance referred to in clause 11.1.
- (h) "Major maintenance" shall mean those items for which a Major Maintenance Grant is provided for by the Ministry of Education.
- (i) "Integration Agreement" shall mean an Integration Agreement entered into between the Tenant as proprietor and the Ministry of Education by which the proprietor integrates the Composite School of Bethlehem College pursuant to the Private Schools Conditional Integration Act 1975.

### **38.0 Variations to Lease**

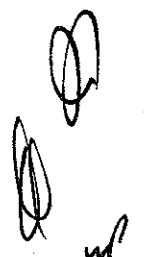
- 38.1 The provisions of this Lease may be varied by agreement between the parties from time to time provided that any such Variation shall be in writing and signed by both parties with a copy of such Variation being provided to the Ministry of Education.

### **39.0 Consent of Ministry of Education**

- 39.1 This Lease and any amendments hereto shall be subject to the consent being first had and obtained from the Minister of Education in accordance with Section 40A of the Private Schools Conditional Integration Act 1975.

### **40.0 No Obligation of Minister**

- 40.1 Nothing in this Deed shall impliedly impose any financial obligation on the Minister of Education.

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40.2 The Landlord and Tenant shall indemnify the Minister of Education for any financial obligation that may occur as a result of the operation of this Deed of Lease.

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### **THIRD SCHEDULE**

#### **UPGRADING WORK**

The description of all upgrading and additional work required and completion dates.

## BETHLEHEM COLLEGE

### THIRD SCHEDULE

#### OVERVIEW STATEMENT

This overview statement identifies property requirements agreed between the Proprietor and the Ministry of Education.

It is agreed that the total accommodation entitlement space for a roll of 900 will be 6634 square metres with the current split between primary and secondary, unless otherwise amended by mutual agreement.

The Ministry will pay maintenance on the relevant entitlement space only, even though the school may have to integrate a larger area in order to adequately provide for curriculum delivery.

Increases in the accommodation area in accordance with this schedule will permit consequential increases in the roll as specified up to the agreed maximum of 1530. Maintenance Funding will be adjusted according to relevant entitlement space.

A number of shortcomings have been identified in the provision for curriculum delivery which will need varying degrees of remodeling, rebuilding or new building.

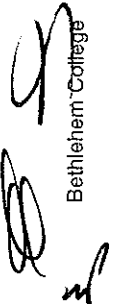
It is also acknowledged that the grounds require further development, particularly as specified.

Health and safety issues will be addressed by 4 October 2000. Any identified hazards will be addressed as a priority.

The following sections of the third schedule set out the details of the work the Proprietor shall cause the Landlord to execute in relation to the integrated school.

#### WORK TO BE CARRIED OUT

The Proprietor shall through the Lease cause the Landlord to plan and execute the following work in a tradesmanlike and professional manner in order to bring the buildings and associated facilities of the integrated school up to the minimum standard for a comparable state school. Any variations to the timetable or modifications to individual items must be negotiated between the Proprietor and the local Property Office of the Ministry of Education and confirmed in writing.



Bethlehem College

	4.10. 1999	4.10. 2000	4.10. 2001	4.10. 2002	4.10. 2003	4.10. 2004
--	------------	------------	------------	------------	------------	------------

- Form roads to all teaching blocks as required
- Provide a bus park and turning area
- Form and seal parking areas
- Provide security lighting to all blocks as necessary
- Connect sewage to main sewer outlet
- Provide adequate stormwater disposal
- Form and develop additional grassed areas
- Form and develop additional hard areas
- Upgrade water reticulation scheme
- Seal fractures on tennis courts
- Ensure playground equipment meets Safety Requirements

Install computer network cabling in all areas  
Provide covered walkways between blocks as necessary  
Comply with NZS 4223 Part 3 regarding Safety Glass  
Install light diffusers as appropriate

**Caretakers House**  
**Paint exterior**

## Workshop

Upgrade shower  
Provide vinyl to lunchroom floor  
Upgrade ventilation if required

### Integration Third Schedule

	4.10. 1999	4.10. 2000	4.10. 2001	4.10. 2002	4.10. 2003	4.10. 2004
<b>Store Shed</b>						
Remove asbestos		X				
<b>Drama Room</b>						
Provide lockset that complies with fire regulations	X					
<b>Staffroom</b>						
Provide disabled facilities			X			
Provide disabled access			X			
Patch and paint ceiling		X				
Change lockset to comply with fire regulations		X				
<b>Canteen</b>						
Patch Gib lining where cracked	X					
<b>Block A</b>						
Provide disabled access				X		
Change locksets to comply with fire regulations		X				
Replace carpet tiles as required		X				X
Patch ceilings as required		X				
Replace partition jointers in boys' toilets		X				
Upgrade ventilation			X			
<b>Block B</b>						
Provide disabled access						
Change locksets to comply with fire regulations		X		X		
Upgrade ventilation as required				X		
Upgrade number of powerpoints as necessary			X			
Upgrade loft area to comply with code		X				
Upgrade toilets				X		

4.10. 1999      4.10. 2000      4.10. 2001      4.10. 2002      4.10. 2003      4.10. 2004

**Block C**

Seal joints in vinyl flooring  
 Upgrade ventilation as necessary  
 Provide disabled access  
 Change locksets to comply with fire regulations  
 Upgrade loft area to comply with code

X  
 X  
 X

X  
 X

**Block D**

Provide disabled access  
 Change locksets to comply with fire regulations  
 Either upgrade Area D5 to meet code requirements or not use it as a classroom  
 Repair ceiling Gib as necessary  
 Install fire retardant curtains if required

X  
 X

X  
 X

**Block E**

Provide disabled access  
 Repair Gib board in Area E3  
 Provide handrails to stairs for Area E5  
 Discontinue Area E5 as a classroom unless upgraded to meet all codes  
 Upgrade toilets

X  
 X

X

X

X

**Block H**

Provide disabled access  
 Change locksets to comply with fire regulations  
 Upgrade ventilation as required  
 Replace carpet as required  
 Fire rate and upgrade stairwell adjacent to Area H3  
 Fire rate and upgrade stairwell adjacent to Area H10  
 Reverse opening of external fire doors as required  
 Replace carpet in Lobby Areas  
 Provide Code Compliance Fire Labels to doors as necessary  
 Provide backflow preventers to all laboratories

X

X  
 X

X

X

Bethlehem College

4.10.1999 4.10.2000 4.10.2001 4.10.2002 4.10.2003 4.10.2004

Check structural blockwork with engineer and rectify as required  
Upgrade disabled toilets to meet new codes  
Install shelf restraints as appropriate  
Provide chemical storage if required

x

#### Block L

Upgrade disabled access  
Provide lift

x

#### Admin Block

Provide disabled access  
Upgrade egress and hardware  
Upgrade handrails  
Upgrade ventilation

x

x

x

x

x

#### BUILDING REQUIREMENTS

Provide sickbays for staff and students

x

Provide by new construction or remodelling the following:  
for a primary roll of 335: (Present status)

Total space of 1478 sq.m (Gross)

for a combined roll of 900 : (Present status)

Administration of 520 sq.m (Gross)

Hall of 520 sq.m (Gross)

for a Form 1 to 7 roll of 565: (Present status)


Non specialist teaching space of 1352 sq.m (Gross)

Specialist teaching space of 1580 sq.m (Gross)

Resource Space of 299 sq.m (Gross)

Library space of 257 sq.m (Gross)

Gymnasium space of 628 sq.m (Gross)

  
Bethlehem College



**Provide by new construction or remodelling the following additional space:**

**for a primary roll of 351: (Stage 1)**

Total space of 69 sq.m (Gross)

**for a Form 1 to 7 roll of 657 (Stage 1)**

Non specialist teaching space of 423 sq.m (Gross)

**Provide by new construction or remodelling the following additional space:**

**for a primary roll of 420: (Stage 2)**

Total space of 298 sq.m (Gross)

**for a combined roll of 1185: (Stage 2)**

Administration of 65 sq.m (Gross)

**for a Form 1 to 7 roll of 765 (Stage 2)**

Non specialist teaching space of 338 sq.m (Gross)

Specialist teaching space of 111 sq.m (Gross)

Library space of 183 sq.m (Gross)

Gymnasium space of 290 sq.m (Gross)

**Provide by new construction or remodelling the following additional space:**

**for a primary roll of 474: (Stage 3)**

Total space of 230 sq.m (Gross)

**for a combined roll of 1344: (Stage 3)**

Administration of 65 sq.m (Gross)

**for a Form 1 to 7 roll of 870 (Stage 3)**

Non specialist teaching space of 423 sq.m (Gross)

Specialist teaching space of 234 sq.m (Gross)

**Provide by new construction or remodelling the following additional space:**

**for a primary roll of 500: (Stage 4)**

Total space of 113 sq.m (Gross)

**for a combined roll of 1460: (Stage 4)**  
Administration of 65 sq.m (Gross)

**for a Form 1 to 7 roll of 960 (Stage 4)**  
Non specialist teaching space of 338 sq.m (Gross)  
Specialist teaching space of 111 sq.m (Gross)  
Library space of 190 sq.m (Gross)

**Provide by new construction or remodelling the following additional space:**  
**for a combined roll of 1530: (Stage 4)**  
Administration of 65 sq.m (Gross)

**for a Form 1 to 7 roll of 1030 (Stage 5)**  
Non specialist teaching space of 254 sq.m (Gross)

#### **FOURTH SCHEDULE**

##### **THE LEASED LAND AND SCHOOL PREMISES**

Description of land, buildings and other improvements which comprise the leased land which is the school premises.

##### **THE SCHOOL PREMISES**

That part of the Christian Education Trust's land as described in the First Schedule hereto delineated in red on the annexed plan which forms part of this Schedule, TOGETHER WITH, all the School buildings and other improvements thereon SAVE AND EXCEPT those buildings more particularly delineated in blue on the annexed Plan hereto.

## **FIFTH SCHEDULE**

### **STATEMENT OF SPECIAL CHARACTER**

#### **1.0 Context**

- 1.1 The Christian Education Trust founded Bethlehem College in 1988 for parents seeking an evangelical, non-denominational, Bible-based, Christ centred education for their children. To this intent it has required all staff, and the curriculum of the school, to honour the Statement of Belief as set out in its Trust Deed and annexed hereto.
- 1.2 The Christian Education Trust's goal is for quality Christian education from the "cradle to the grave" and has to date developed a campus incorporating pre-school, primary school, secondary school, teacher and tertiary training, and International unit.
- 1.3 The Christian Education Trust has established Bethlehem College Limited as Proprietor (as defined in the Private Schools Conditional Integration Act) to oversee, audit and supervise the maintenance of the special character in the school for the age groups from New Entrants to Form 7 (year 0 to year 13).

#### **2.0 Special Character of Campus**

- 2.1 The campus and facilities are shared co-operatively between the school and other entities operated by the Christian Education Trust to assist in the development of seamless Christian and general education. This includes providing Bethlehem Institute of Education the right of involvement in the campus and school to prepare Christian educators and actively and critically engage in research associated with Christian education and family life.

#### **3.0 Special Character of Curriculum**

- 3.1 The curriculum, resources, and teaching personnel are to always honour the Statement of Belief annexed.
- 3.2 In honouring the Statement of Belief the Christian world view which the school hopes each student to recognise is that:
  - (a) God is the author of all creation and that all creation is subordinate to the Will of God as expressed in the scriptures;
  - (b) All truth finds its meaning and centre in God;
  - (c) God gives purpose and hope to individuals, and to creation by virtue of the redemptive work of Jesus Christ;
  - (d) It is the redemptive work of Jesus Christ communicated by the Holy Spirit operating in the human individual that gives substance to intellectual, physical, spiritual, ethical, emotional, social, and aesthetic development of the student.
- 3.3 Students are encouraged to evaluate critically all experience and viewpoints in the light of such Christian worldview.

- 3.4 The School outworks the Christian worldview through encouraging students to a personal Christian way of life, based on Biblical answers to contemporary challenges; and teaches and models Biblical attitudes such as love, joy, peace, patience, kindness, generosity, faithfulness, gentleness, and self control.
- 3.5 The Christian worldview requires co-curricular and extra curricular programmes to include opportunities to share Christian faith, ideals and activities, locally, nationally, and internationally.
- 3.6 The school is a caring, learning community with an environment that is openly Christian. All fields of study and endeavour are permeated with a Christian perspective. Although the Christian worldview is paramount, its students also learn to understand and respect those of differing faiths and creeds as well as those of different abilities, races, and backgrounds.
- 3.7 The school believes that each child has been created in the image of God and as such have been planted with the seeds of greatness for nurturing. The school desires to see students:
- (a) Aspire to excellence in every endeavour, and in particularly in their areas of giftedness
  - (b) Develop a commitment to :
    - 1. God – responding to the Holy Spirit.
    - 2. Others – trained to serve their fellow man with Christ-like humility.
    - 3. Creation – responsible stewardship of their environment.

#### 4.0 **Protection of Special Character**

The Proprietor reserves the right to determine from time to time the interpretation of "Special Character" and the safe guards necessary to establish preserve and to audit periodically the implementation of the special character within the school.

#### 5.0 **Implementation of Special Character**

- 5.1 The Board of Trustees, principal and staff are responsible for implementing the Special Character throughout the school. Because the Christian worldview encompasses and permeates all aspects of school life, it is expected that all staff and members of the Board of Trustees will demonstrate a commitment to the Statement of Belief annexed and to the school's Special Character.
- 5.2 All students and their families are expected to demonstrate a commitment to the school's Special Character.

## STATEMENT OF BELIEF

### I BELIEVE IN:

1. The Unity of the Father, the Son and the Holy Spirit in the Godhead.
2. The sovereignty of God in creation, revelation, redemption and final judgement.
3. The divine inspiration and trustworthiness of Holy Scripture, as originally given, and its supreme authority in all matters of faith, practice and conduct.
4. The universal sinfulness and guilt of human nature since the fall, rendering man subject to God's judgement and condemnation.
5. Redemption from the guilt, penalty, pollution and power of sin only through the sacrificial death of the Lord Jesus Christ, the incarnate Son of God.
6. The working of the Holy Spirit in the individual's life to bring about justification and reconciliation to God by repentance and faith in Christ alone.
7. The Deity and Humanity of Jesus Christ; His bodily resurrection from the dead; His ascension; His mediatorial work and His personal return in power and glory.
8. The indwelling and sanctifying work of the Holy Spirit in the believer, developing each individual in their personal ministry to the Lord.
9. The One, Holy, Universal Church, which is the Body of Christ, to which all true believers belong and in which they are united through the Holy Spirit: and the importance of each local church in the life of the individual.
10. The bodily resurrection of the dead and life everlasting.
11. Christ's commission to His people as expressed in Matthew 2:18-20.
12. The honour due to the Jewish people and the land of Israel in the light of Scripture, typically, Isaiah 54:10; Jeremiah 32:37-42; Romans 11:28,29.