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**DEED OF NOVATION OF  
INTEGRATION AGREEMENT  
Carmel College Auckland**

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**Shanahan Law**  
Barristers & Solicitors  
Wellington, New Zealand

DEED dated 25<sup>th</sup> ~~July~~ <sup>August</sup> 2008

## PARTIES

**SISTERS OF MERCY (ROMAN CATHOLIC DIOCESE OF AUCKLAND)**  
("Original Proprietor")

**CARMEL COLLEGE AUCKLAND LIMITED** ("New Proprietor")

**HER MAJESTY THE QUEEN** acting by and through the **MINISTER OF EDUCATION** ("Minister of Education")

## INTRODUCTION

- A. The Original Proprietor and the Minister of Education established Carmel College Auckland ("**School**") as an integrated school by deed of agreement dated 9 October 1981, as varied by supplementary agreements, ("**Integration Agreement**") pursuant to section 7(2) of the Private Schools Conditional Integration Act 1975 ("**Integration Act**").
- B. The Original Proprietor wishes to be released from, and the New Proprietor is willing to assume all of the Original Proprietor's rights, duties and obligations under the Integration Agreement in relation to the School.
- C. The parties acknowledge that the supplementary agreement recorded by deed dated 14 July 1997 between the New Proprietor and the Minister of Education, purporting to transfer the proprietorship of the School to the New Proprietor, had no legal effect.
- D. The Original Proprietor and the New Proprietor, with the approval of the Minister, now wish to give effect to the change of proprietor by novation of the Integration Agreement.
- E. The Minister of Education is satisfied that the New Proprietor is capable of discharging the responsibilities of the proprietor under the Integration Agreement and Integration Act, including responsibility for supervising, maintaining and preserving the education with a special character provided by the School, as defined in the Integration Agreement.

## OPERATIVE PROVISIONS

*Ch Cook*

*Deed  
all*

With effect on and from the Effective Date specified in **clause 6.1**:

**1. NOVATION OF INTEGRATION AGREEMENT**

1.1 The New Proprietor is substituted for the Original Proprietor under the Integration Agreement as if the New Proprietor had been an original party as proprietor under the Integration Agreement.

1.2 All references in the Integration Agreement to the Original Proprietor in any capacity shall be read and applied as if they were references to the New Proprietor.

**2. RELEASE OF ORIGINAL PROPRIETOR**

2.1 The Original Proprietor is released from all obligations, duties and responsibilities as proprietor under the Integration Agreement with effect on and from the Effective Date specified in **clause 6.1**.

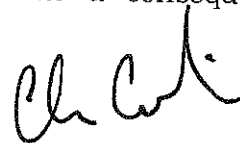
**3. ASSUMPTION OF RIGHTS AND OBLIGATIONS BY NEW PROPRIETOR**

3.1 The New Proprietor assumes all the obligations, duties and responsibilities of the Original Proprietor and has all the rights and benefits of the Original Proprietor under the Integration Agreement and as prescribed under the Integration Act.

3.2 The New Proprietor is responsible for all outstanding obligations, including obligations arising from any acts or omissions by the Original Proprietor in breach of the provisions of the Integration Agreement or Integration Act, as if such obligations, acts or omissions were those of the New Proprietor.

**4. TRANSFER OF ORIGINAL PROPRIETOR'S INTEREST**

4.1 The New Proprietor will, within three months from the Effective Date, procure the transfer or assignment of such rights, interests or entitlements of the Original Proprietor relating to the School property that are necessary to enable the New Proprietor to fulfil its duties, obligations and responsibilities under the Integration Agreement and the Integration Act as a consequence of the novation.



4.2 The Original Proprietor will execute any documents or other instruments for the transfer or assignment of such rights, interests or entitlements that are reasonably required by the New Proprietor for the purpose of compliance with **clause 4.1.**

**5. MINISTER'S APPROVAL TO NOVATION**

5.1 The Minister approves the novation of the Integration Agreement subject to the Original Proprietor and New Proprietor complying fully with the provisions of **clause 4.**

**6. EFFECTIVE DATE**

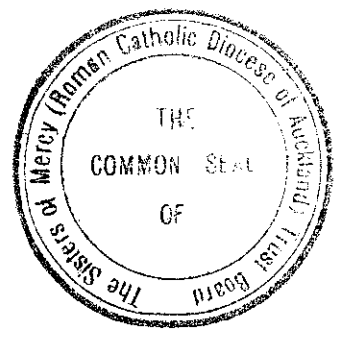
6.1 The effective date of novation is the date on which this deed is signed by all parties ("**Effective Date**").

**7. CONFIRMATION OF INTEGRATION AGREEMENT**

7.1 The Integration Agreement is amended by the substitution of the New Proprietor for the Original Proprietor by reason of novation but is confirmed in all other respects.

**SIGNED AS A DEED**

**THE COMMON SEAL OF SISTERS OF MERCY (ROMAN CATHOLIC DIOCESE OF AUCKLAND)** as the Original Proprietor was affixed in the presence of:



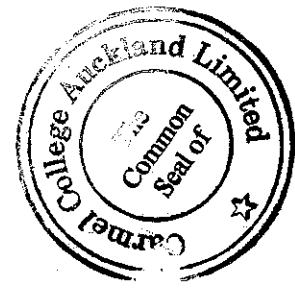
*Denise M Fox*

*Kathleen Lynch*

Signature of Trustee  
DENISE MARGARET FOX

Signature of Trustee  
KATHLEEN LYNCH

**THE COMMON SEAL OF CARMEL COLLEGE AUCKLAND LIMITED** as the New Proprietor was affixed in the presence of:



*Anthony Kachur*

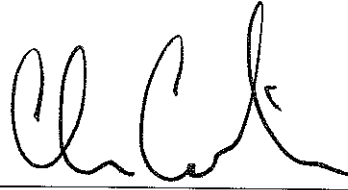
*[Handwritten initials]*

*[Handwritten signature]*

Signature of Director

Signature of Director

SIGNED for and on behalf of **HER MAJESTY THE QUEEN** by the **HON CHRIS CARTER**, Minister of Education, in the presence of:



Hon Chris Carter



Signature of witness

Chris Collins

Name of witness

Private Secretary

Occupation

Plimmerton

City/town of residence