

THIS DEED OF AGREEMENT is made on the 7th day of October
One thousand nine hundred and eighty-six (1986)

BETWEEN THE CATHOLIC CATHEDRAL COLLEGE TRUST BOARD

a body corporate registered under the Charitable Trusts Act 1957 (hereinafter with its successors referred to as "the Proprietor") of the first part AND HER MAJESTY THE QUEEN acting by and through the Minister of Education (hereinafter referred to as "the Minister") of the second part

WHEREAS

- A The Proprietor is the owner of the **Catholic Cathedral College, Christchurch** (hereinafter referred to as "the School").
- B The School is a Roman Catholic Form I - VII School for boys and girls offering Education with a Special Character.
- C The School was established in 1986 by the amalgamation of Sacred Heart Girls' College and Xavier College for Boys and up to the effective date of integration was staffed in part by members of the Roman Catholic Religious Order of Women known as The Institute de Notre Dame des Missions (usually known as the Sisters of Our Lady of the Missions), and by the Roman Catholic Religious Order of men known as the Marist Brothers of the Schools. The said Orders will continue after the effective date of integration to offer teaching staff to the School, so long as they have members available for that purpose.
- D The Minister and the Proprietor have agreed to enter into this Deed of Agreement pursuant to the Private Schools Conditional Integration Act 1975, whereby the School is to be established as an integrated School.

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2. THE School's Special Character as is hereinafter described, shall incorporate the 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.

3. ON behalf of the Proprietor it is hereby agreed that:

- (a) The Proprietor is the owner of all the land and improvements more particularly described in the First Schedule hereto (hereinafter referred to as "the Proprietor's land") and of which for the purposes of this Deed of Agreement, the School premises form part only. The School premises for the purposes of this Deed of Agreement being the land and improvements more particularly described in the Second Schedule hereto (hereinafter referred to as "the School premises").
- (b) The Proprietor shall set apart and appropriate as owner all the School premises and all the chattels and other assets of the Proprietor associated with the School exclusively for the purposes of the School as an integrated School, so that the Controlling Authority of the School shall have the exclusive right to the possession and use of the School premises and chattels -

PROVIDED THAT -

- (i) At the request of the Proprietor, the Board of Governors may grant the use of the School premises and chattels to the Proprietor or other person or persons at any time when the School

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premises and chattels are not required for School purposes and the Board of Governors shall not unreasonably or arbitrarily withhold its consent. The Board of Governors may require the Proprietor or other person or persons to pay a reasonable fee to the Board of Governors as a condition of such use.

(ii) With the consent of the Proprietor, the Board of Governors may grant the use of the School premises and chattels to other person or persons at any time when the School premises and chattels are not required for School purposes and the Proprietor shall not unreasonably or arbitrarily withhold its consent. The Board of Governors may require any such person or persons to pay a reasonable fee to such Board of Governors as a condition of such use.

(iii) As at the effective date certain chattels used in conjunction with the School and not purchased with money appropriated by Parliament represent donations presentations or loans to the School and/or have some special intrinsic and/or historic value and it is acknowledged that such chattels shall remain the exclusive property or responsibility of the Proprietor notwithstanding that the Proprietor may continue to allow the School the use of them. Such chattels are more particularly described in the Fourth Schedule hereto (herein referred to as "the Proprietor's chattels").

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- (c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
- (d) The Proprietor shall plan, pay for, and execute the improvements described in the Third Schedule hereto, to the School premises, so as to bring the School buildings and associated facilities forming part of the School premises up to the minimum standard for comparable State Schools prevailing at the effective date of this Deed of Agreement. Such improvements are to be carried out in accordance with the dates specified against such improvements in the Third Schedule hereto. The proprietor shall upon completion of any improvements to the electrical services described in the Third Schedule hereto arrange for the local Electrical Supply Authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976.
- (e) The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time, by the Minister pursuant to Section 40 (2)(d) of the Private Schools Conditional Integration Act 1975.
- (f) The Proprietor may own or hold upon trust, and control and maintain, any land, buildings and associated facilities that, although not part of the integrated School premises in terms of this Deed of Agreement are regarded by the Proprietor as appropriate to maintain the Special Character of the School.

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(g) The proprietor shall insure all buildings forming part of the School premises and the proprietor's chattels (if any) owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on him created by Section 40 (2)(h) of the Private Schools Conditional Integration Act 1975.

(h) No person employed at the School and paid for his services in whole or in part out of moneys appropriated by Parliament, shall be paid by the Proprietor or his servants or agents any remuneration additional to that provided for by the Private Schools Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a comparable position in a State School PROVIDED HOWEVER that a teacher to whom the provisions of Section 71 of the Private Schools Conditional Integration Act 1975 apply, shall continue to be paid no less than the same salary, and be accorded the same status, as he received or was accorded on the day before the effective date of the integration of the School.

4 THE land and buildings constituting the School premises are subject to mortgages, debts, liens, encumbrances, easements, licences, restrictions and other matters which affect the title to or enjoyment of the land and have the appurtenances or benefits attaching to the land more particularly described in the First Schedule hereto.

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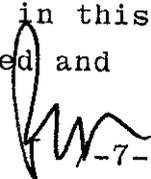
5. THE Special Character of the School is that it is a Roman Catholic School for boys and girls established for the Roman Catholic community of the Diocese of Christchurch which promotes and supports the School and of which the School is part, to provide and to continue to provide Education with a Special Character, that is to say:

The School is a Roman Catholic School in which the whole School community through the general School programme and in its Religious instructions and observances, exercises the right to live and teach the values of Jesus Christ. These values are as expressed in the Scriptures and in the practices, worship and doctrine of the Roman Catholic Church, as determined from time to time by the Roman Catholic Bishop of the Diocese of Christchurch.

6. THE Proprietor of the School subject to the provisions of this Deed of Agreement:

- (a) Shall continue to have the responsibility to supervise the maintenance and preservation of the Education with a Special Character provided by the School;
- (b) Shall continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of the Education provided by the School and described in this Deed of Agreement;
- (c) May invoke the powers conferred upon him by the Private Schools Conditional Integration Act 1975, if in the opinion of the Proprietor the Special Character of the School as defined and described in this Deed of Agreement has been or is likely to be jeopardised or the Education with a Special Character provided by the School as defined and described in this Deed of Agreement is no longer preserved and safeguarded.

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7. (a) **THE** Controlling Authority of the School shall be a Board of Governors as constituted pursuant to the provision of Section 51 of the Education Act 1964 and Regulations made thereunder. Such Board of Governors shall consist of eleven (11) members, such eleven (11) members being:
- (i) One (1) member appointed by the Education Board of the Canterbury Education Board.
 - (ii) One (1) member elected by the teachers of the School **PROVIDED HOWEVER** that no member so elected may be appointed a Chairman or Deputy Chairman of the Board.
 - (iii) Five (5) members elected by the parents of the pupils attending the School.
 - (iv) Four (4) members who shall be representatives of the Proprietor and appointed by him.
- (b) Any election conducted pursuant to Section 8(5) of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the Secondary School Boards Administration and Employment Regulations 1965 and any regulations made in amendment thereof or substitution therefor and the provisions of those regulations shall, with any necessary modification, be applied accordingly.
- (c) The control and management of the School shall be exercised subject to the provisions of Section 25(6) of the Private Schools Conditional Integration Act 1975.

8. **Sacred** Heart Girls' College and Xavier College had a combined roll of six hundred and fifty-three (653) pupils in Forms 3 to 7 and one hundred and eighty-nine (189) pupils in Forms 1 and 2 as at the 1st day of July One thousand nine hundred and eighty-six (1986), being the year when the roll figures were last compiled. The

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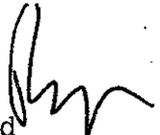
predicted combined roll for 1987 school year is eight hundred and thirty-five (835) pupils. It is agreed by and between the parties hereto that the maximum roll of the School shall be six hundred and eighty-five (685) pupils in Forms 3 to 7 and one hundred and ninety-two (192) pupils in Forms 1 and 2.

9. THE Proprietor agrees that pursuant to paragraphs (d) and (e) of Clause 3 of this Deed of Agreement he will bring the School up to the minimum standard of accommodation laid down from time to time by the Director-General for a comparable State School.

10. (a) PREFERENCE of enrolment at the School under Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be given only to those children whose parents have established a particular or general religious connection with the Special Character of the School and the Controlling Authority shall not give preference of enrolment to the parents of any child unless the Proprietor has stated that those parents have established such a particular or general religious connection with the Special Character of the School.

(b) In accordance with Section 7 (6)(h) of the Private Schools Conditional Integration Act 1975 unless the Proprietor and the Regional Superintendent of Education otherwise agree and subject to places being available, the number of pupils whose parents do not have a preference of enrolment at the School in accordance with the provisions of Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to forty-four (44) pupils out of the total roll of the School and the Board of Governors shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Board of Governors in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.

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(c) Wherever any difficulty arises related to enrolment at the School in terms of the Private Schools Conditional Integration Act 1975, it may be referred to the appropriate Secondary Enrolment Review Committee.

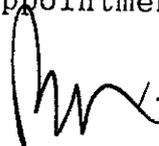
11. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School, Religious observances and Religious instruction in accordance with the determination made from time to time by the Roman Catholic Bishop of the Diocese of Christchurch shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Conditional Integration Act 1975.

12. THE Proprietor, together with its servants, agents and licensees, shall, subject to the proviso to Section 40 (2) (i) of the Private Schools Conditional Integration Act 1975, have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained.

13. THE Proprietor, together with its servants, agents and licensees shall have at all reasonable times access to the land and buildings of the School constituting the School premises sufficient to enable it to exercise the powers and carry out the responsibilities vested in it and imposed on it by the Private Schools Conditional Integration Act 1975 and by this Deed of Agreement.

14. AN advertisement for the position of Principal of the School shall in accordance with Section 65 (1)(a) of the Private Schools Conditional Integration Act 1975 state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Principal shall accept these requirements as a condition of appointment.

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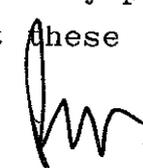
The principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.

15. **THERE** shall be a position at the School to be designated Director of Religious Studies in accordance with Section 65 (1)(b) of the Private Schools Conditional Integration Act 1975, which position shall be a position of responsibility and part of the normal staffing entitlement of the School as established by Regulations made under the Education Act 1964 and an advertisement for that position shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Director of Religious Studies shall accept these requirements as a condition of appointment. The Director of Religious Studies shall give guidance and provide effective leadership in Religious instruction and observances throughout the School.

16. **A** person appointed as aforesaid to the position of Director of Religious Studies at the School shall undertake such teaching duties, if any, as may be required by the Principal of the School.

17. **THE** Guaranteed Minimum Formula staffing entitlement of the School for the 1987 school year based on the predicted roll of eight hundred and thirty-five (835) pupils will be forty-three decimal eight one (43.81) positions (excluding the Principal and the Director of Religious Studies) of which there shall be eighteen (18) teaching positions at the School which in accordance with Section 65 (1)(c) of the Private Schools Conditional Integration Act 1975 shall be positions of importance carrying a responsibility for Religious instruction and an advertisement for those positions shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to these positions shall accept these

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requirements as a condition of appointment. In the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the number of teaching positions designated under Section 65 (1)(c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for Religious instruction shall be the same proportion to the nearest whole number of the other teaching positions as eighteen (18) is to forty-three decimal eight one (43.81) as hereinbefore provided.

18. **THE** position of Deputy Principal at the School is agreed pursuant to Section 66 of the Private Schools Conditional Integration Act 1975 to be a special position that requires particular capabilities in the teacher appointed, namely to assist in planning and organising the courses and programmes at the School to ensure that they reflect the Special Character of the School and an advertisement for the position of Deputy Principal shall state that possession of these capabilities shall be a condition of appointment. Any person so appointed to the position of Deputy Principal shall accept these requirements as a condition of appointment.

19. **THE** Proprietor may with the consent of the Board of Governors in accordance with Section 69 (1) of the Private Schools Conditional Integration Act 1975 arrange for any retired teacher to undertake voluntary tasks to assist in the School with the teaching of Religious observances and Religious instruction appropriate to the Special Character of the School.

20. **IT** is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School the Proprietor may employ any person as a Chaplain or otherwise, for the purposes of Religious observances or instruction and the provisions of Section 69 (2) and (3) of the Private Schools Conditional Integration Act 1975 shall apply.

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21. THE Proprietor of the School shall have the right to enter into an Agreement with the parents or other persons accepting responsibility for the education of a child providing that, as a condition of enrolment and attendance of that child at the School, the parents or other persons shall pay attendance dues established in respect of the School or group of Integrated Schools owned by the Proprietor or Proprietors of other Roman Catholic Integrated Schools at such rates and subject to such conditions as may be approved from time to time by the Minister, by notice in the New Zealand Gazette in accordance with Section 36 of the Private Schools Conditional Integration Act 1975.

22. THE School is a School for boys and girls from Form One (I) to Form Seven (VII) and shall remain so until such time as an agreement to a change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto enter into a supplementary Deed of Agreement to give effect thereto.

23. WHERE any of the costs associated with the Proprietor's land and buildings and the adjacent lands and buildings of the Roman Catholic Bishop of Christchurch and The Institute De Notre Dame Des Missions Trust Board, that are not part of the School premises cannot be separated from the costs associated with the operation of the School premises, the Proprietor of its own use and on behalf of use by those two other owners and the Board of Governors shall contribute to such costs according to their respective use of the services and facilities.

24. IT is acknowledged by and between the parties hereto pursuant to Clause 23 hereof that certain of the services and facilities on or serving the Proprietor's, Bishop's and Institute's adjacent land and buildings and other improvements thereon are used in common with the School premises as is more particularly delineated on the

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plan forming part of the Second Schedule hereto. In particular the sewerage and drainage systems are in part used in common and the costs of using such services or facilities, and any other shared facilities, shall be apportioned as provided in Clause 23 hereof. Where such services or facilities are wholly or partly situated outside the School premises the Proprietor will ensure that such services or facilities or alternative equivalent services and facilities will continue to be made available to the School premises. Where such services lie wholly or partly within the School premises the Board of Governors will do nothing to prevent the availability of those services to that part of the Bishop's and Institute's adjacent land and improvements which are not part of the School premises.

25. THE Proprietor will make a house property available for a school caretaker's residence as and when it may reasonably be required by the Board of Governors and at that stage the Board of Governors shall assume responsibility for the maintenance of such a house property and shall be entitled to receive the rent therefrom.

26. THE Proprietor agrees to maintain the buildings described as F, G, H, K, L, M and S on the plan forming part of the Second Schedule so as to meet Department of Education and Ministry of Works and Development requirements until the buildings are demolished. The Controlling Authority shall be responsible for the running or operating costs associated with the use of the said buildings in particular the power supply, sewerage, drainage and cleaning costs.

27. THE Minister shall subject to Clause 3 (d) and (e) and Clause 26 of this Deed of Agreement after the date on which the School opens for the instruction of pupils hereof maintain the School premises and the associated facilities in a state of repair order and condition as

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for a comparable State School and provide for the maintenance of the chattels as though the School were a State School. The School shall be entitled to such furniture and equipment as the Minister supplies from time to time to comparable State Schools.

28. THE effective date of this Deed of Agreement shall be the 20th day of October 1986.

29. 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. The School shall open for the instruction of pupils on a date to be agreed by the Proprietor and the Director-General of Education.

30. WHILE Sacred Heart Girls' and Xavier Colleges remain open the Board of Governors of the Catholic Cathedral College Christchurch shall take only those actions necessary for the appointment of staff at the Catholic Cathedral College Christchurch and for the establishment of educational and administrative systems so that the School can enrol pupils and provide education to students in 1987. The Board of Governors will not purport to make any decision which affects the day to day operation of Sacred Heart Girls' College and Xavier College while those schools remain open.

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

THE COMMON SEAL of the
CATHOLIC CATHEDRAL COLLEGE
TRUST BOARD was hereunto
affixed by and in the
presence of:



G. G. G. G. Trustee
Miles O'Malley Trustee

SIGNED for and on behalf of
HER MAJESTY THE QUEEN by
CEDRIC RUSSELL MARSHALL
Minister of Education in
the presence of:

C. Russell Marshall

Kevin Brown
KEVIN BROWN
PRIVATE SECRETARY
MINISTER OF EDUCATION
PARLIAMENT BUILDINGS

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FIRST SCHEDULE

Description of total land, buildings and other improvements comprising the Proprietor's land of which the School premises form part

The Proprietor's Land

All that land, buildings and other improvements owned by the Catholic Cathedral College Trust Board situate in Barbadoes Street, Ferry Road and Moorhouse Avenue, Christchurch, and Gamlins Road, Christchurch, being known as Catholic Cathedral College and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

FIRSTLY all that freehold parcel of land containing 3.62 hectares more or less situated in the City of Christchurch being Lot 1 on Deposited Plan 50663 (Canterbury Registry)

SUBJECT TO Caveat 328470/1 by Christchurch City Council - 5.6.81.

SECONDLY all that freehold parcel of land containing 1.2905 hectares more or less situated in the City of Christchurch being Lot 2 on Deposited Plan 50662 (Canterbury Registry).

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SECOND SCHEDULE

Description of land, buildings and other improvements
comprising the School premises

The School Premises:

All that part of the Proprietor's land as described
in the **First Schedule** hereto, delineated in red on
the annexed plan of the Proprietor's land, which forms
part of this Schedule, **TOGETHER WITH** all the School
buildings and other improvements thereon **SAVE AND EXCEPT**
Blocks F, G, H, K, L, M, and S more particularly
delineated in blue on the annexed plan **RESERVING**
NEVERTHELESS in favour of that excepted portion full
rights of access and of ingress and egress from and
to the public streets .

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WORKS TO BE CARRIED OUT BY THE PROPRIETOR IN RELATION TO THE INTEGRATED SCHOOL

These works are to be planned, executed and paid for by the proprietor subject to the provisions of this schedule in relation to the buildings and associated facilities to bring them up to the minimum standard for a comparable state school.

All work is to be carried out by tradesmen or in a workmanlike manner to the Department of Education standards.

AGREED PHASING OF WORK TO BE COMPLETED BY



	31.3.87	31.3.88	31.3.89	31.3.90	31.3.91	31.3.92
<u>Block Q (Xavier)</u>						
<u>Structural</u>						
Suspend wire netting beneath the existing tiles battened to the underside of the existing tile battens to prevent dislodge tiles falling upon room occupants during seismic conditions.	X					
<u>Block A (Sacred Heart)</u>						
<u>Structural</u>						
Strengthen or replace building to Ministry of Works and Development standards by 31 March 1992.						X
<u>Block B (Sacred Heart)</u>						
<u>Interior</u>						
<u>Area 1</u>						
Touch up paint ceiling		X				
<u>Area 4</u>						
Repair ceiling		X				

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	31.3.87	31.3.88	31.3.89	31.3.90	31.3.91	31.3.92
<p><u>Area 7</u> Replace skydome. Repaint</p>		X X				
<p><u>Area 9</u> Replace tight shades. Strip and repaint ceiling.</p>		X X				
<p><u>Area 10</u> Replaster ceiling at one entrance, touch up paint. Electrical</p>		X				
<p><u>Areas 1 and 9</u> Provide one additional socket outlet in each area. Furniture and Equipment</p>		X				
<p>Upgrade to state school standards in the following areas: Library</p>			X X			
<p>PC Equipment Deputy Principal's office) Senior Master/Mistress office) HOD/PR offices) Administration office (safe)) Staff Restroom) Casualty/Sickbay) Caretaker's Office) Resource/storage (teaching))</p>		X				

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FOURTH SCHEDULE

All those chattels of the Proprietor which in terms of Clause 3 (b) (iii) of this Deed of Agreement represent donations, presentations or loans to the School and/or have some special intrinsic and/or historic value to the school and which chattels shall remain the exclusive property and responsibility of the Proprietor as herein provided and being particularly described as follows:-

1. Two (2) Sculptures (Ria Bancroft)
2. Foundress' Board, Sisters of Our Lady of the Missions
3. One (1) English Harp (marked with a green circular sticker).

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THIS DEED OF AGREEMENT made the 7th day of SEPTEMBER
One thousand nine hundred and eighty-six (1986)

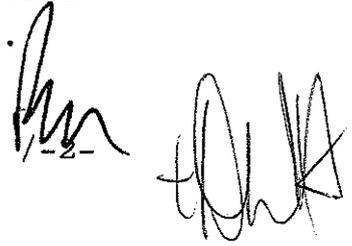
BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF
CHRISTCHURCH a "Corporation Sole" (hereinafter
with his successors referred to as "the Bishop")
of the first part

AND THE CATHOLIC CATHEDRAL COLLEGE TRUST BOARD a
Body Corporate registered under the Charitable
Trusts Act 1957 (hereinafter with its successors
referred to as "The Trust Board") of the
second part

AND HER MAJESTY THE QUEEN acting by and through the
Minister of Education (hereinafter referred to
as "the Minister") of the third part

WHEREAS

- A. By Deed of Agreement bearing date the 31st day
of January 1983 (hereinafter referred to as
"the Deed of Agreement") the Minister and the
Bishop as proprietor pursuant to Section 7 (2)
of the Private Schools Conditional Integration
Act 1975 established Xavier College, Christchurch
(hereinafter referred to as "the School") as an
integrated school.
- B. The Bishop has agreed to transfer the title of
the land on which the integrated school is
situated into the name of the Trust Board and
the Bishop and the Trust Board have therefore
requested the Minister to vary the Deed of
Agreement in respect of the School whereby the
Catholic Cathedral College Trust Board is the
Proprietor of the School pursuant to the Deed
of Agreement in substitution for the Bishop.
- C. The Bishop, the Trust Board and the Minister
are now agreed on the need for entering into
a Supplementary Agreement pursuant to Section 7(9)
of the Private Schools Conditional Integration
Act 1975 to give effect to their agreement.


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NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS
HEREBY COVENANTED AGREED AND DECLARED BY AND BETWEEN
THE PARTIES HERETO as follows:

1. THAT the Deed of Agreement bearing date the 31st day of January 1983 is hereby amended by substituting therein the name of THE CATHOLIC CATHEDRAL COLLEGE TRUST BOARD a Body Corporate as the Proprietor in the place of the Roman Catholic Bishop of the Diocese of Christchurch herein referred to as "the Bishop" and the Bishop is accordingly hereby discharged by the Minister and the Proprietor from all future liability under or in respect of the said Deed of Agreement.

2. THAT the said Trust Board shall assume all the rights and powers conferred on the Proprietor by the said agreement and shall observe and perform all the covenants and obligations which are expressed or implied in the said agreement to be observed or performed by the Proprietor.

3. THAT the covenants conditions and restrictions contained and implied in the Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Deed of Agreement is confirmed.

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



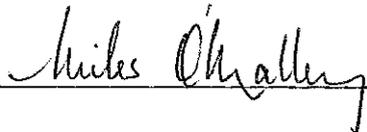
SIGNED by THE ROMAN
CATHOLIC BISHOP OF THE
DIOCESE OF CHRISTCHURCH



and sealed with his
Seal of Office in the
presence of: 

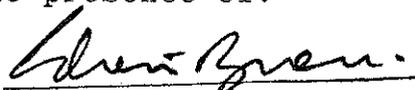
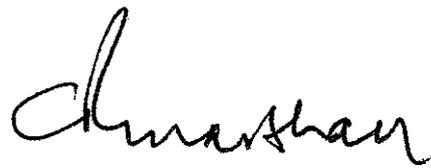
THE COMMON SEAL OF THE
CATHOLIC CATHEDRAL COLLEGE
TRUST BOARD was hereunto
affixed by and in the
presence of:



 Trustee

 Trustee

SIGNED for and on behalf of
HER MAJESTY THE QUEEN by
CEDRIC RUSSELL MARSHALL
Minister of Education in
the presence of:



KEVIN BROWN
PRIVATE SECRETARY
MINISTER OF EDUCATION
PARLIAMENT BUILDINGS



THIS DEED OF AGREEMENT made the 7th day of OCTOBER
One thousand nine hundred and eighty-six (1986)

BETWEEN THE INSTITUTE DE NOTRE DAME DES MISSIONS
TRUST BOARD a Body Corporate registered
under the Charitable Trusts Act 1957
(hereinafter with its successors referred
to as "the Order") of the first part
AND THE CATHOLIC CATHEDRAL COLLEGE TRUST BOARD
a Body Corporate registered under the
Charitable Trusts Act 1957 (hereinafter
with its successors referred to as "The
Trust Board") of the second part
AND HER MAJESTY THE QUEEN acting by and through
the Minister of Education (hereinafter
referred to as "the Minister") of the
third part

WHEREAS

- A. By Deed of Agreement bearing date the 9th
day of September 1982 (hereinafter referred
to as "the Deed of Agreement") the Minister
and the Order as proprietor pursuant to
Section 7(2) of the Private Schools
Conditional Integration Act 1975 established
Sacred Heart College, Christchurch (hereinafter
referred to as "the School") as an integrated
school.
- B. The Order has agreed to transfer the title
of the land on which the integrated school
is situated into the name of the Trust Board
and the Order and the Trust Board have
therefore requested the Minister to vary
the Deed of Agreement in respect of the
School whereby the Catholic Cathedral
College Trust Board is the Proprietor of
the School pursuant to the Deed of Agreement
in substitution for the Order.

*M. B. M.
J.K.
M. M. K.
1986*

hm

C. The Order, the Trust Board and the Minister are now agreed on the need for entering into a Supplementary Agreement pursuant to Section 7(9) of the Private Schools Conditional Integration Act 1975 to give effect to their agreement.

NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS HEREBY COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1. THAT the Deed of Agreement bearing date the 9th day of September 1982 is hereby amended by substituting therein the name of THE CATHOLIC CATHEDRAL COLLEGE TRUST BOARD a Body Corporate as the Proprietor in the place of the Institute de Notre Dame des Missions herein referred to as "the Order" and the Order is accordingly hereby discharged by the Minister and the Proprietor from all future liability under or in respect of the said Deed of Agreement.

2. THAT the said Trust Board shall assume all the rights and powers conferred on the Proprietor by the said agreement and shall observe and perform all the covenants and obligations which are expressed or implied in the said agreement to be observed or performed by the Proprietor.

3. THAT the covenants conditions and restrictions contained and implied in the Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Deed of Agreement is confirmed.

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

M.B.H.
R
M.B.H.
19/9.



THE COMMON SEAL of THE INSTITUTE DE NOTRE DAME DES MISSIONS TRUST BOARD was hereunto affixed by and in the presence of:

Mary Barbara Maistland Trustee
Provincial Superior

Kuklinski Trustee
Provincial Guardian



THE COMMON SEAL OF THE CATHOLIC CATHEDRAL COLLEGE TRUST BOARD was hereunto affixed by and in the presence of:

M. M. Kneill Trustee
Provincial Assistant RNDM

W. J. Greig Trustee



SIGNED for and on behalf of HER MAJESTY THE QUEEN by CEDRIC RUSSELL MARSHALL Minister of Education in the presence of:

Handwritten signature of Cedric Russell Marshall

Kevin Brown
KEVIN BROWN
PRIVATE SECRETARY
MINISTER OF EDUCATION
PARLIAMENT BUILDINGS