

SUPPLEMENTARY DEED OF AGREEMENT

CHANEL COLLEGE, MASTERTON

THIS DEED OF AGREEMENT is made on the 23rd day of *January*
One thousand nine hundred and ninety ~~six~~ (1996) BETWEEN THE
ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF WELLINGTON a
"Corporation Sole" (hereinafter with his 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 By Deed of Agreement bearing date the 26 day of October One
thousand nine hundred and eighty one (1981) as varied by any
subsequent supplementary agreements (hereinafter referred
to as "Deed of Agreement"), the Minister and the Proprietor
pursuant to section 7 (2) of the Private Schools Conditional
Integration Act 1975 established **Chanel College, MASTERTON**
as an integrated school (hereinafter referred to as "the
School").

B The Proprietor and the Minister wish to vary the Deed of
Agreement:

- (1) To take account of the changes introduced to the
education system consequent on the passing of the
Education Act 1989 and its subsequent amendments, and
- (2) To replace the First, Second and Fourth Schedules and
the Plan annexed to the Second Schedule with new
Schedules and a new Plan.

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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 any reference to the Board of Governors shall be deemed to be a reference to the Board of Trustees.

2. THAT any reference to the Director General or the Regional Superintendent of Education shall be deemed to be a reference to the Secretary of Education.

3. THAT the Integration Agreement be amended as follows:

3.1. By amending Clause 3(d) by adding after the word "hereto" the second time it occurs, the words "or such other dates as may be agreed from time to time between the Minister and the Proprietor".

3.2. By deleting the existing Clause 7 and replacing it with the following:

"7 (a) THE Board of Trustees shall be the Controlling Authority of the School and shall be constituted pursuant to Part IX of the Education Act 1989.

(b) 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."

3.3 By deleting from Clause 8 the whole of the sentence which begins "It is agreed by and between the parties hereto....." and substituting therefor the sentence, "It is agreed by and between the parties hereto that the maximum roll of the School shall be four hundred and ninety-one (491) pupils."

3.4. By deleting subclauses (b) and (c) of Clause 10 and substituting the following therefor

"(b) In accordance with section 7(6)(h) of the Private Schools Conditional Integration Act 1975, unless the Proprietor and the Secretary of Education 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 Private Schools Conditional Integration Act 1975 shall be limited at all times to five (5) per cent of the maximum roll as determined by Clause 8 hereof and the Board of Trustees shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Controlling Authority in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School."

3.5. By deleting from Clause 16 the words "as established by Regulations made under the Education Act 1964" and substituting the words "as established pursuant to the Education Act 1989" therefor.

3.6. By adding after the words "Deputy Principal" in the first line of Clause 20 the words ", however described,".

3.7 By deleting the First Schedule to the Deed of Agreement and substituting therefor the First Schedule annexed hereto.

3.8. By deleting the Second Schedule to the Deed of Agreement and the Plan annexed to the Second Schedule and substituting therefor the Second Schedule and the Plan annexed hereto.

3.9. By deleting Fourth Schedules to the Deed of Agreement and substituting the Fourth Schedule annexed hereto.

4. 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 the year first hereinbefore written.

SIGNED by THOMAS STAFFORD WILLIAMS

the Roman Catholic Archbishop of the Archdiocese of Wellington and sealed with the Seal of Office of the Archdiocese of Wellington in the presence of:

+ *Thomas S. Williams*

John Eaton
John Bernard Eaton J.P.
Director

Archdiocese of Wellington
Catholic Education Office

SIGNED by KATHY PHILLIPS

Senior Manager, National Operations
Ministry of Education pursuant
to authority delegated by the
Ministry of Education acting on
behalf of HER MAJESTY THE QUEEN
in the presence of:

Kathy Phillips

Judith Manchester
53 *Creswick Terrace*
Wellington 5

SCHEDULES

New First Schedule

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, School buildings and other improvements owned by the Roman Catholic Archbishop of the Archdiocese of Wellington situate at Herbert Street, Masterton, New Zealand, being known as Chanel College, Masterton and being more particularly described as follows:

FIRSTLY: All that freehold parcel of land containing 7.7820 ha more or less situate in the Borough of Masterton being Lot 3 and part Lots 1 and 2 on Deposited Plan 14551, Lot 1 on Deposited Plan 44653 and Lot 1 on Deposited Plan 31510 and being all the land in Certificate of Title Volume 37D Folio 884.

SUBJECT TO:

- (1) Section 351 D(3) Municipal Corporation Act 1954
- (2) Fencing Covenants affecting Lot 1 DP 31510 in Transfers 233766 and 832528
- (3) Fencing Covenant in Transfer 228132 affecting the balance
- (4) Mortgages 245547.2 and 645506.1 to the Housing Corporation varying Mortgage 864453

SECONDLY: All that freehold parcel of land containing 1105 m² more or less situate in the Borough of Masterton being part Section 1 Masterton Small Farm Settlement and being also part of Lot 2 on the plan deposited in the Deeds Register Office at Wellington as No. 144 and being all the Land in Certificate of Title Volume 344 Folio 239.

New Second Schedule

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 Plan forms part of this Schedule TOGETHER WITH all the School Buildings and other improvements thereon SAVE AND EXCEPT the land and the buildings outlined in blue on the annexed Plan TOGETHER WITH a reservation in favour of those excepted portion of full right of access inter se and of ingress and egress to and from those excepted portions over the access from and to Herbert Street, Masterton.

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New Fourth Schedule

FOURTH SCHEDULE

Chanel College, MASTERTON

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 competent tradesmen or in a workmanlike manner to Ministry of Education standards. These works are to be completed by July 1997.

Music practice rooms	1 x 11m2
	1 x 7.5m2
Kiln shed	10m2
Chemistry store	17m2
Chemistry prep	11.5m2
Senior master's office	11m2
Timetable room	14m2
Bookroom	23m2
Casualty room	9m2
Maths workroom	14m2
Language store	9.5m2
Dangerous goods store	9m2
Principal's office	19m2
Toilet facilities:	
Female staff toilets: STDU,	
1 staff shower	

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