

DATED

1994

BETWEEN CRAIGHEAD DIOCESAN  
SCHOOL BOARD OF  
PROPRIETORS

A N D HER MAJESTY THE QUEEN

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FIFTH DEED OF AMENDMENT

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RAYMOND SULLIVAN McGLASHAN  
SOLICITORS  
TIMARU

THIS DEED made this 2nd day of February 1994<sup>5</sup> *W.A.*

BETWEEN CRAIGHEAD DIOCESAN SCHOOL BOARD OF PROPRIETORS being the Proprietor of Craighead Diocesan School, Timaru the said Proprietor being a body duly incorporated under the Religious Charitable and Education Trust Act 1908 pursuant to a Statute of the Synod of Diocese of Christchurch and having its registered office at 39 George Street, Timaru (hereinafter together with its successors and assigns called "the Proprietor") of the first part

A N D HER MAJESTY THE QUEEN acting by and through the Minister of Education (hereinafter called "the Minister") of the second part

WHEREAS

- A. The Proprietor and the Minister pursuant to Section 7 (2) of the Private Schools Conditional Integration Act 1975 (hereinafter referred as ("the Integration Act")) signed a Deed of Agreement on the 20th day of November 1980 for Craighead Diocesan School, Timaru (hereinafter referred to as "the Original Deed").
  - B. The Proprietor and the Minister pursuant to Section 7 (9) of the Integration Act signed a Supplementary Deed dated the 18th day of October 1983 (hereinafter referred to as "the First Supplementary Deed") amending clause 9 and clause 23 of the Original Deed.
  - C. The Proprietor and the Minister pursuant to Section 7(9) of the Integration Act signed a Second Supplementary Deed on the 23rd day of June 1992 (hereinafter referred to as "the Second Supplementary Deed") further amending clause 9 and clause 23 of the Original Deed as amended by the First Supplementary Deed.
- W.A.*

- D. The Proprietor and the Minister pursuant to Section 7(9) of the Integration Act signed a Third Supplementary Deed on the 26th day of April 1993 (hereinafter called "the Third Supplementary Deed") amending clause 1 and clause 33 of the Original Deed.
- E. The Proprietor and the Minister signed a Fourth Supplementary Deed on the 24th day of December 1993 (hereinafter referred to as "the Fourth Supplementary Deed") further amending clause 9 and clause 23 of the original Deed as amended by the First Supplementary Deed and the Secondary Supplementary Deed pursuant to Section 7(9) of the Integration Act.
- F. The Proprietor and the Minister are now agreed to further vary the Original Deed.
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.
  2. To delete the Fifth Schedule.
  3. To further amend Clause 9 of the Original Deed as amended by the First Supplementary Deed, the Second Supplementary Deed and the Fourth Supplementary Deed.

NOW THEREFORE THIS DEED witnesseth and it is HEREBY COVENANTED AGREED AND DECLARED by and between the parties hereto that:

REFERENCES

1. Any reference to:
  - 1.1 The Board of Governors, the Board or the Controlling Authority should be deemed to be reference to the Board of Trustees.

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- 1.2 The Director General or the Regional Superintendent of Education shall be deemed to be reference to the Secretary of Education.

CLAUSE 2 ORIGINAL DEED

2. (i) Clause 2d(i) and Clause 2d(ii) shall be deleted.
- (ii) The words of the proviso from "PROVIDED HOWEVER ..... "to and including" .... effective date of integration" in Clause 2(h) shall be deleted.

CLAUSE 4 ORIGINAL DEED

3. The words "subject to Clause 2(d) and (e) of this Deed of Agreement after the effective date hereof" in the first line of clause 4 shall be deleted.

CLAUSE 8 ORIGINAL DEED

4. Clause 8 shall be deleted and the following substituted:

8(a) The Board of Trustees shall be the Controlling Authority for the school and shall be constituted pursuant to Part IX of the Education Act 1989

8(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.

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CLAUSE 9 ORIGINAL DEED

- 5. (a) That the number one hundred and ninety-two (192) substituted by Clause 2 of the Second Supplementary Deed in the second line of Clause 9 of the Original Deed be deleted from the original Deed and the number two hundred and fifty (250) being the maximum roll for Forms III to VII, be substituted therefore and that the number ninety (90) substituted by Clause 2 of the Fourth Supplementary Deed in the third line of Clause 9 of the Original Deed be deleted from the Original Deed and the number of one hundred and fifty (150) be substituted therefore.
- (b) It is agreed that the maximum Intermediate School roll shall be 28 pupils unless otherwise agreed by the Proprietor and the Minister

CLAUSE 10 ORIGINAL DEED

- 6. Clause 10 shall be amended by deletion of the second and third sentences thereof.

CLAUSE 11 ORIGINAL DEED

- 7. Clause 11 shall be amended by the deletion of the word "seven" and substituted with the words "five per cent".

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CLAUSE 12 ORIGINAL DEED

- 8. Clause 12 shall be deleted and the following substituted :

It is agreed by and between the parties hereto that as religious observances in the Chapel and Christian

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teaching form part of the education with a special character provided by the school, the religious observances and Christian Education classes as determined from time to time by the Bishop of the Diocese of Christchurch shall continue in accordance with Section 32 of the Private Schools Conditional Integration Act 1975 to form part of the school programme. Subject to the conditions of Section 32 of the Private Schools Conditional Integration Act 1975 attendance is compulsory for all pupils for the services and for a maximum of two periods designated "Religious Education" each week.

CLAUSE 17 ORIGINAL DEED

9. Clause 17 shall be amended by the deletion of the words "as established by regulations made under the Education Act 1964" and replaced by the words "as established pursuant to the Education Act 1989".

CLAUSE 22 ORIGINAL DEED

10. Clause 22 shall be amended by the addition of the words "South Canterbury" before Anniversary Day in line 9. The words "in terms of the Education Act 1964" shall be deleted and replaced by the words "in terms of the Education Act 1989".

CLAUSE 23 ORIGINAL DEED

11. The number "eighty (80)" shall be deleted from the original Deed and the number "one hundred and fifty (150)" be substituted therefore and that the number "one hundred and thirty (130)" be deleted from the original Deed and the number of "two hundred and fifty (250)" be substituted therefore.

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CLAUSE 25 ORIGINAL DEED

12. Clause 25 shall be amended by the deletion of the words: "if practicable the power supply to the school premises shall be separately metered at the expense of the Proprietor".

CLAUSE 27, 28, 29, 30, AND 31 ORIGINAL DEED

13. Clause 27, 28, 29, 30, and 31 shall be deleted.

CLAUSE 33 THIRD SUPPLEMENTARY DEED dated 26 April 1993

14. (i) Reference to Clause 33 shall be deleted and replaced with reference to Clause 35.

(ii) Clause 35 shall be deleted.

CLAUSE 34 ORIGINAL DEED

15. Clause 34 shall be amended by the deletion of the second and third sentences.

FIFTH SCHEDULE

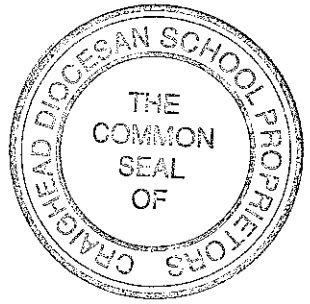
16. The Fifth Schedule shall be deleted.

GENERAL

17. That the covenants, conditions and restrictions contained and implied in the Original Deed be read and construed subject to the modifications herein contained but in all other respects the Original Deed is confirmed.
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IN WITNESS WHEREOF these presents have been executed the day and year hereinbefore written.

THE COMMON SEAL of CRAIGHEAD )  
DIOCESAN PROPRIETORS )  
was hereunto affixed in the )  
presence of : )



..... *J. M. H.* )  
Member )  
..... *[Signature]* )  
Member )  
..... *[Signature]* )  
Member )  
..... *Hubbard Borden* )  
Secretary )

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

*Kathy Phillips*

*Judith Manchester*  
*53 Creswick Terrace*  
*Wellington 5*