THIS DEED OF AGREEMENT is made on the Own day of June One thousand nine hundred and eighty-two (1982)

BETWEEN THE TRUST BOARD OF THE BROTHERS OF THE CHRISTIAN SCHOOLS

IN NEW ZEALAND 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

- The Proprietor is the owner of FRANCIS DOUGLAS MEMORIAL COLLEGE, NEW PLYMOUTH (hereinafter referred to as "the School")
- The School is a Roman Catholic School for Boys only from Form One (1) to Form Seven (VII) offering Education with a Special Character
- The School was established in 1959 and up to the effective date of integration was conducted and staffed in part by members of the Roman Catholic Religious Order of men known as the Brothers of the Christian Schools (De La Salle Brothers). The Brothers of the Christian Schools bring to the School the special characteristics of their Order as are more particularly described in the Fifth Schedule hereto. The said Order will continue after the effective date of integration to offer teaching staff to the School, so long as it has members available for that purpose.
- 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.

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 Minister and the Proprietor HEREBY AGREE that the School is to become an integrated School pursuant to the Private Schools Conditional Integration Act 1975.

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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 except the boarding hostel 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) The School premises and all the chattels and other assets associated with the School premises shall be available for use by the boarders (boarders are those pupils who attend the Proprietor's boarding hostel which is not part of the integrated School) for preparatory study and research or other similar use and recreational purposes during non-school time.

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- (ii) 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 premises and chattels are not required for school or hostel 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.
- (iii) With the consent of the Proprietor, the Board of Governors may grant the use of the School premises or chattels to other person or persons at any time when the School premises and chattels are not required for School or hostel 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 the Board of Governors as a condition of such use.
- (iv) The Board of Governors may with the consent of the Proprietor use for school purposes part or parts of the land and buildings and chattels retained by the Proprietor as the boarding hostel and the Proprietor shall not unreasonably or arbitrarily withhold its consent where the time of use does not conflict with the use of the same for hostel and the use itself contributes to the maintenance of the Special Character of the School.
- (v) 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 Third Schedule hereto (hereinafter referred to as "the Proprietor's chattels").
- (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 Fourth 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 Fourth Schedule hereto. The Proprietor shall upon completion of any improvements to the electrical services described in the Fourth 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.
- (g) The Proprietor shall insure all buildings forming part of the 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 it 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 its 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 HOLEUER that a teacher to

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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.

- (i) The Proprietor's adjoining hostel is not being integrated and accordingly the Proprietor shall be entitled to pay to persons employed at the School who accept secondary employment with the Proprietor fair and reasonable remuneration for hostel duties and/or work in respect of the hostel. In the case of the Principal the Proprietor shall also be entitled to pay fair and reasonable remuneration for the general supervision of the whole of the hostel.
- 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.
- 5. THE Special Character of the School is that it is a Roman Catholic School for boys only established by the Roman Catholic Religious Order of Men known as the Brothers of the Christian Schools for the Roman Catholic community of the Diocese of Palmerston North, 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 Palmerston North.

- 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 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 it 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.
- 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 Taranaki Education District.
 - (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 it.
 - (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. THE School had a roll of five hundred and eight (508) pupils, made up of one hundred and thirty-three (133) boarders, two hundred and seventy-three (273) day pupils in Forms III VII and one hundred and two (102) day pupils in Forms I II at the 1st day of March 1982, being the year when the roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be five hundred and thirty (530) pupils of whom four hundred and twenty (420) shall be pupils in Forms III VII and one hundred and ten (110) pupils in Forms I II. There will be a maximum of one hundred and forty (140) boarders, and a maximum of three hundred and ninety (390) day pupils.
- 9. THE Proprietor agrees that pursuant to Paragraphs (d) and (e) of Clause 3 of this Deed of Agreement it 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 twenty-seven (27) 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.

- (c) Pupils who attend the Proprietor's hostel shall be entitled to be enrolled at the School <u>PROVIDED THAT</u> a pupil who would not have preference of enrolment by virtue of these presents shall not have preference of enrolment by reason only of his attendance at the Proprietor's hostel.
- (d) 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 Palmerston North 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.
- 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 employment and shall also state, provided that the Proprietor and the Controlling Authority agree, that a willingness and ability to assume responsibility to the Proprietor for the daily factor and administration of the Proprietor's boarding bostel and for the

development and conduct of the boarding pupils shall be conditions of appointment and may state that a willingness and ability to assume responsibility to the Proprietor for the general supervision of the whole of the School property (excluding the integrated School premises for which he is responsible to the Board of Governors) shall be a condition of appointment. Any person so appointed to the position of Principal shall accept these requirements as a condition of appointment. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.

- AN advertisement for any teaching position at the integrated school other than that of Principal may state that the appointee will be expected to undertake under the employment of the Proprietor duties including assistance with the control administration and supervision of the Proprietor's boarding hostel.
- 16. 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 instructions 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.
- 17. 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.

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- 18. THE staffing entitlement of the School as at the 1st day of March One thousand nine hundred and eighty-two (1982) was twentythree decimal eight six (23.86) positions (excluding the Principal and the Director of Religious Studies) of which there shall be nine (9) 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 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 nine (9) is to twenty-three decimal eight six (23.86) as hereinbefore provided.
- 19. 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.

- 20. ON and after the effective date of integration the School has become a part of the State system as provided by Section 4 of the Private Schools Conditional Integration Act 1975. It is therefore acknowledged that if the integrated School at the date of integration has a pupil/teacher ratio in excess of the State pupil/teacher ratio a teaching position shall be disestablished when a teacher appointed to that position in accordance with Section 71 of the Private Schools Conditional Integration Act 1975 leaves the position PROVIDED HOWEVER that a position may not be disestablished where in the opinion of the local District Senior Inspector of Secondary Schools, it is necessary to fill that position in order to provide tuition in those classes for secondary school pupils which a school is required to provide in accordance with the Education (Secondary Instruction) Regulations 1975.
- 21. 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.
- 22. 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.
- 23. IT is agreed by and between the parties hereto that the Proprietor shall have the right at its sole discretion to refuse residential enrolment as a boarder to any child and shall have the right to require parents or other persons accepting responsibility for any child to remove that child from the boarding hostel.

- 24. 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.
- 25. THE School is for Boys only 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.
- 26. WHERE any of the costs associated with the conduct of the Proprietor's land and buildings that are not part of the School premises cannot be separated from the costs associated with the operation of the School premises, the Proprietor and the Board of Governors shall contribute to such costs according to their respective use of the services and facilities.
- 27. IT is acknowledged by and between the parties hereto pursuant to Clause 26 hereof that certain of the services and facilities on or serving the Proprietor's land and buildings and the boarding hostel and other improvements thereon are used in common for the purpose of the School premises and as is more particularly delineated on the plan forming part of the Second Schedule hereto. In particular, the access from Tukapa Street, hatched orange on the said plan, the water supply, the power supply, the sewerage and stormwater drainage systems are all used in common and the costs of maintaining such services and facilities shall be apportioned as provided in Clause 26 hereof. If practicable the power supply to the School premises shall be separately metered at the expense of the Proprietor. Where such services

or facilities are wholly or partly situated outside the School premises, the Proprietor will continue to make such services or facilities available to the School premises.

- 28. WITH the agreement of the Board of Governors the Proprietor may receive and issue receipts for the amounts payable to the Board of Governors by the parents of the pupils. Any moneys collected by the Proprietor on behalf of the Board of Governors shall be accounted for to the Board of Governors.
- 29. 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.
- 30. THE Proprietor shall not engage any teachers between the date of execution of this Deed of Agreement and the effective date of integration other than those whose names have already been notified by the Proprietor to the Director-General of Education without first obtaining the consent of the Director-General.
- 31. THE Proprietor shall reimburse the Minister for the payment of salary, wages and the proportion of School holiday pay due and paid by the Minister in respect of the 1982 School year to any person employed at the School up to the effective date of integration PROVIDED THAT the Proprietor shall not be required to reimburse the Minister in respect of any salary, wages and holiday pay which has been paid to teachers up to the date of integration by the Minister in accordance with the terms of the Minister's letter of 4 December 1980 to Archbishop Williams.
- 32. THE Minister shall subject to Clause 3 (d) and (e) of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State School and subject to Clause 3 (b) (v) hereof 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.

- 33. THE effective date of this Deed of Agreement shall be the 9th day of June 1982.
- 34. <u>ON</u> 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 hereinbefore written.

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THE COMMON SEAL of THE TRUST BOARD OF THE BROTHERS OF THE CHRISTIAN SCHOOLS IN NEW ZEALAND was hereunto affixed by and in the presence of:



SIGNED FOR AND ON BEHALF OF HER MAJESTY THE QUEEN by MERVYN LANGLOIS WELLINGTON Minister of Education in the presence of:

M. f. John 12 Hohiria Road Hatactai, Wellington. (Private Secretary)

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, Brothers' quarters, Boarding School, school buildings and other improvements owned by the Trust Board of the Brothers of the Christian Schools in New Plymouth situate in Tukapa Street, New Plymouth being known as Francis Douglas Memorial 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 piece of land containing 1.5244 hectares more or less being parts of Section 26 and 40 of the Fitzroy District (Block IV Paritutu Survey District) which said piece of land is the residue of the land comprised and described in Certificate of Title Volume 123 Folio 57 (Taranaki Registry) LIMITED as to Parcels and SUBJECT TO:
 - (a) Mortgage No. 260102.1 to the Taranaki Savings Bank
 - (b) Mortgage No. 211637 to the Housing Corporation of New Zealand
 - (c) Mortgage No. 192560 to the Roman Catholic Archbishop of the Archdiocese of Wellington
- SECONDLY: All that piece of land containing 2280m² more or less being Lot 1 on Deposited Plan 11230 which said piece of land is all the land comprised and described in Certificate of Title Volume D1 Folio 699 (Taranaki Registry)
- THIRDLY: All that piece of land containing 4176m² more or less situate in Block IV Paritutu Survey District being Lot 1 on Deposited Plan 8106 and being part Section 40 Fitzroy District which said piece of land is all the land comprised and described in Certificate of Title Volume 222 Folio 81 (Taranaki Registry) and SUBJECT TO:
 - (a) Mortgage No. 260102.1 to the Taramaki Savings Bank

- (b) Fencing Covenant in Transfer No. 97611
- (c) Mortgage No. 211637 to the Housing Corporation of New Zealand
- (d) Mortgage No. 192560 to the Roman Catholic Archbishop of the Archdiocese of Wellington
- FOURTHLY: All that piece of land containing 3831m² more or less partly situated in the Borough of New Plymouth being parts of Sections 27 and 41 on the public map of Fitzroy District (Block V Paritutu Survey District) which said piece of land is all the land comprised and described in Certificate of Title Volume 136 Folio 111 (Taranaki Registry) LIMITED as to parcels and SUBJECT TO:
 - (a) Mortgage No. 260102.1 to the Taranaki Savings Bank
 - (b) Mortgage No. 211637 to the Housing Corporation of New Zealand
 - (c) Mortgage No. 192560 to the Roman Catholic Archbishop of the Archdiocese of Wellington.
- FIFTHLY: All that piece of land containing 9.0521 hectares more or less situate partly in the City of New Plymouth being part of Sections 27 and 41 Fitzroy District (Block V Paritutu Survey District) which said piece of land is all that land comprised and described in Certificate of Title Volume 217 Folio 35 (Taranaki Registry), LIMITED as to parcels and SUBJECT TO:
 - (a) Mortgage No. 260102.1 to the Taranaki Savings Bank
 - (b) Mortgage No. 211637 to the Housing Corporation of New Zealand
 - (c) Mortgage No. 192560 to the Roman Catholic Archbishop of the Archdiocese of Wellington.
- SIXTHLY: All those pieces of land containing 8.3046 hectares which are the residue of those pieces of land more or less being
 - (a) All that parcel of land containing 6786 square metres more or less being Section No. 205 of the Fitzroy

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District situated in the Borough of New Plymouth and Section No. 892 of the Grey District situated in Block 5 of the Paritutu Survey District which said pieces of land are comprised and described in Certificate of Title Volume 148 folio 149 (Taranaki Registry).

SUBJECT TO:

- (i) Mortgage No. 260102.1 to the Taranaki Savings Bank
- (ii) Mortgage No. 211637 to the Housing Corporation of New Zealand
- (iii) Mortgage No. 192560 to the Roman Catholic Archbishop of the Archdiocese of Wellington.
- (b) All that land containing 38 acres and 18.87 perches more or less situate in Block 5 Paritutu Survey District and also partly in the city of New Plymouth being part Sections 27 and 41 Fitzroy District which said pieces of land are comprised and described in Certificate of Title Volume 242 folio 60 (Taranaki Registry) Limited as to Parcels.

SUBJECT TO:

- (i) Mortgage No. 260102.1 to the Taranaki Savings Bank
- (ii) Mortgage No. 211637 to the Housing Corporation of New Zealand
- (iii) Mortgage No. 192560 to the Roman Catholic Archbishop of the Archdiocese of Wellington
- (iv) Transfers 198882, 198883 and 198884 being grants of easements in gross respectively as to sewerage, water and stormwater, the said easement being subject to Section 35IE(a) of the Municipal Corporations Act 1954.

SEVENTHLY: All that piece of land containing 1115m² more or less situated in Block V of the Paritutu Survey District being Section 891 of the Grey District which said piece of land is all the land comprised and described in Certificate of Title Volume 148 Folio 231 (Taranaki Registry)

SUBJECT TO:

- (a) Mortgage No. 260102.1 to the Taranaki Savings Bank
- (b) Mortgage No. 211637 to the Housing Corporation of New Zealand
- (c) Mortgage No. 192560 to the Roman Catholic Archbishop of the Archdiocese of Wellington.

EIGHTHLY: All that piece of land containing 2.1979 hectares more or less situate in the City of New Plymouth being Lot 9 on Deposited Plan 7949 and being part Section 40 Fitzroy District which said piece of land is all the land comprised and described in Certificate of Title Volume 253 Folio 99 (Taranaki Registry).

SUBJECT TO:

Mortgage No. 260102.1 to the Taranaki Savings Bank.

SECOND SCHEDULE

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 3 and 5 more particularly shaded in blue on the annexed plan TOGETHER WITH a reservation in favour of the non-integrating areas of full rights of access inter se and of ingress and egress to and from the exempted portions over the access thereto pebbled on the annexed plan from and to Tukapa Street, New Plymouth.

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THIRD SCHEDULE

All those chattels of the Proprietor which in terms of Clause 3(b)(v) 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:

Former Possessions of Father Francis Douglas:

- (a) 1 Breviary
- (b) 3 Textbooks
- (c) 1 Crucifix
- (d) 1 Pix Case
- (e) 1 Dil Stock

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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. In those cases where the words "part cost to be met by department" appear in relation to particular works, the property supervisor of the Regional Office of the Department of Education shall draw up the specifications for such particular works and the proprietor shall obtain his approval to the contractor and to the price before commencing such works. All work is to be carried out by tradesmen or in a workmanlike manner to the Department of Education standards.

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SITE (continued)	7.0.82	31,3,83	31,3,84	31,3,85	31,3,86	31.3,87
Paved Areas Repair corners of 3 concrete paving slabs on eastern side of Block 1						
U/)—i·	•	× .		4		
de battens a		×				
Renew remainder of fence along northern boundary where wires have rusted		×				
			e	×		
fenc		×				23-
Replace posts where necessary, restrain wires and renail battens on boundary extending from tennis courts to hedge on NF side of Plan						×
		×	Thirthe was seen seen seen seen seen seen seen se			
. 1,13		×	×			
Drainage Clean out stormwater sump on NW corner of playing fields						
Tennis Courts Provide concrete or sealed path to tennis courts Refix bottom pipe rail on south side of perimeter		×	×			
Provide two gates to western side of perimeter fence Remark lines on tennis courts Spray courts to kill weeds		×××				
General Support and protect gas meter at front entrance Provide padding on goal nosts		× ×				, common mentro, se mentro, lega que
		×				erior (, e.g.,
				<u> </u>		(C. Order press. ev

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BLOCK 1	9.6.82	31,3,83	31,3,84	31,3,85	31,3,86	31,3,87
Exterior Provide four gulley trap covers on north side Resolder spouting joints on north side Refix loose telephone wires in front of stairwell		× ×				
Repoint brickwork in places Spray for moss on brickwork on south side		× ×	×			
Reseal all flat roofed areas with 2 coats of protective coating Repaint exterior (part cost ½ to be met by department)		××				
Interior Area 2				×		
c completel		· .	×			2
H H		×××	·			24
uning over ceiling ice two cupboard doors and ease remai		××			, *	
Area 3 Replace missing floor tiles Redecorate including benches		×				
w window co			×		·	
Redecorate		×	×			
Anger 8 Repair plaster and repaint			×			
			×			
	•	×		·		
Replace missing fluorescent tubes		××			,	
I bh			,		•	

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	9.6.82	31.3.83	31.3.84	3, 3, 85	21. 2 BA	31 3 87
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Area 9 (continued) Replace tower bolt on exterior door and repair lock Repaint		×	×			
Area 11 Repaint			×			
Area 12 Replace WC pan or seal off the sewer drain Repaint	×		×			
Area 13 Repaint ceiling .			×			
Areas 14 and 15 Repaint			×			
Area 16 Replace one window cord Repaint		×	×			-25-
Area 17 Sand and seal parquet flooring and replace vinyl on stairs	·	×			,	
Area 18 Sand and seal floor Repaint		×	× ×			<i>y</i>
Area 19 Sand and seal floor Repaint		×	×			,
****		×	×			
Area 21 Repaint			×		*	
A Soft						

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			- 1			
BLOCK 1	7.0°8.7	31,3,83	31,3,84	31,3,85	31,3,86	31,3,87
Area 22						
ir door and springs		×				
		×				
Clean thoroughly to improve hygiene	>		×			
Area 23	(
missing		:			-	*
Keplace broken switch plate	×	×				-
Repaint	ı ı	×				
Clean thoroughly to improve hygiene		ŗ	×			
	X					
Sand and seal floor						
gate and repair water staining on ceiling + ii		×				
ays		× >				W-121-
٦.		<				titur —
25			≺			
Sand and seal.floor		i d		-	'عر	
_		×	,			~
						
Clean off scuff marks from entrance linoleum and			×			
		1		*		
Replace linoleum with vinyl on stair treads and risers		× ×				
checks to bottom opening wind	•	: ×		•		
windows will and repaint steel			•			
Replace missing light shade		×				
Replace wired glass in entrance door	· · · · ·	×				
sing t		×				
ecessary		×				
Arda 27		×		٠.		
Sand and seal floor						
t and replace window		× ;	****			
Cream OII Corrosion where showing on steel windows		×		· · · · · · · · · · · · · · · · · · ·		
1 1		×				
- 1					-	

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I AC IX	9.6.82	31.3.83	31,3,84	31.3.85	31.3.86	61 2 87
THOUSE					•) •)
Area 27 (continued) Refix bottom hopper window guides where broken Replace missing light shade Repaint whole area		××	;			
Area 28 Replace linoleum on landings and stair treads Replace window catches where not working Repaint walis, ceiling, entrance doors and stair handrail		××	× ;			
Area 29 Clean linoleum and polish out scuff marks at entrance Adjust door closers on east end of corridor Adjust window catches and replace where necessary Repair light switches Repaint Corridor and Alore		× × × ×	×			
reseal floor broken window		××	× ;			
;		* * *	× ×			
d reseal fleiling tile missing wi		× ××××	×			
Area 33 Sand and reseal floor Ease window on north side Resurface teacher's desk		×××	×			

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AGREED PHASING OF WORK TO BE COMPLETED BY

BLOCK 1	9.6.82	31,3,83	31,3,84	31.3.85	31,3,86	31,3,87
Interior (continued) Area 34						
Replace secondary egress door Sand and reseal floor	×		×	marmity bilanguid shilled smark		
Repaint Area 35		`	×			· · ·
Repaint Clean and seal tiles			×			· ., .
and seat tiles le 4 seat covers to WC pans entrance doors and provide		××				
ir taps ov		××		-		
Area 36 Repaint			· >			
			;			
Patch hole in linoleum. Adjust window catches Patch ceiling and repaint whole area		× × >				-co-
. 68		₹				
Sand and reseal floor Repair ceiling where leak has occurred		××			·	
		< ×	×			
Area 41			×			
Repair wall lining over window Repaint	denotes 400 Odes Andrews	×	,			-
Area 42			×			
Repaint above dado		· ·	×		···	
48		₹				
Replace two window stays Sand and reseal floor	-	×	×			
Area 49	MARKE PROPERTY					
Replace three window winder stays Reputty glass of window east wall		××			•	
	-		-			

NEW PLYMOUTH
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of library

Interior

BLOCK

library

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AGREED PHASING OF WORK TO BE COMPLETED

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31,3,87 31,3,86 31,3,85 31,3,84 × X × × × × × 31,3,83 X × X × × × × × × X 9.6.82 Replace formica on one study carrel in window side Repaint walls along study carrel in window side of Clean off all chipped and cracked plaster along JOOmm concrete block partition walls Replace formica edging strip on counter Repaint window sill and stairwells Resurface drawer top with vinyl and paint sills structural crack and repaint Repair hole in flush door Sand and reseal floor, Sand and reseal floor Sand and reseal floor Sand and reseal floor floor Repaint window sills Area 49 (continued)

Revarnish walls

Area 57

Ease door

Area

Revarnish walls

Area 55

Area 56

Area 50

Sand and resèal

Area

Area 60

Structural Classroom Section Fix 100mm concrete

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	1					
BLOCK 1	9.6.82	31,3,83	31,3,84	31,3,85	31,3,86	31.3.87
Structural (continued) Administration Section Fix exterior brick and block walls (not low spandrel walls) and block walls in toilet areas			×			
Mechanical Heating system to be extended to cover areas 49-52 New boiler of packaged gas fired type to be installed to feed existing and proposed school buildings only	,		×	×		
Electrical Label all distribution board components Upgrade lighting in all areas to state school standards Install one socket outlet in centre of each of areas 27 and 29		× × ×				•
Fire Protection Install a secondary egress door from area 2 by constructing a door diagonally opposite existing door	>					
Fit self-closing devices to doors across the corridor leading to areas 49-52 Relocate the door of area 40 to the doorway of area 47 Reglaze the library partition forming part of the stairwell with Georgian wired glass providing a	× × ×				·	
alarm systend of the rally in earthermell near	×				<i>:</i>	
	×					
	4.	××	× ×	,		
			_ -			

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BLOCK 4	9.6.82	31,3,83	31,3,84	31,3,85	31.3.86	31.3,87
1 -1 1						· if V
k sports li			××			
Area /8 Paint concrete walls			×			# , *
and			××	•		
Structural Strengthen building for seismic load		- Andrews	>	-	· ·	+ /s
Electrical Area 77			(:		
ld catho / discha			8	n yes		
¬ () · ¬		×××				-31-
	<			-		
		×				
purpose socket outlets Provide protection to socket outlets under buzzer	×					
aw to floor	××					· .
Area 72 Repair bulkhead luminaire and install one additional		×				
Area 74 Repair and replace bulkhead luminaires as necessary		×	emb Argania			
otection pain entropanic bolt	×					
**Pgrade the two dooks at rear of stage leading to the non-integrated area to give a half hour fire resistant rating, remove existing hardware and fit			· · · · · · · · · · · · · · · · · · ·			~ .
extinguisher adjacent to board	×	×				

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Provide electric power to shed for lighting

Noodworl Woodwor

Music

Timber

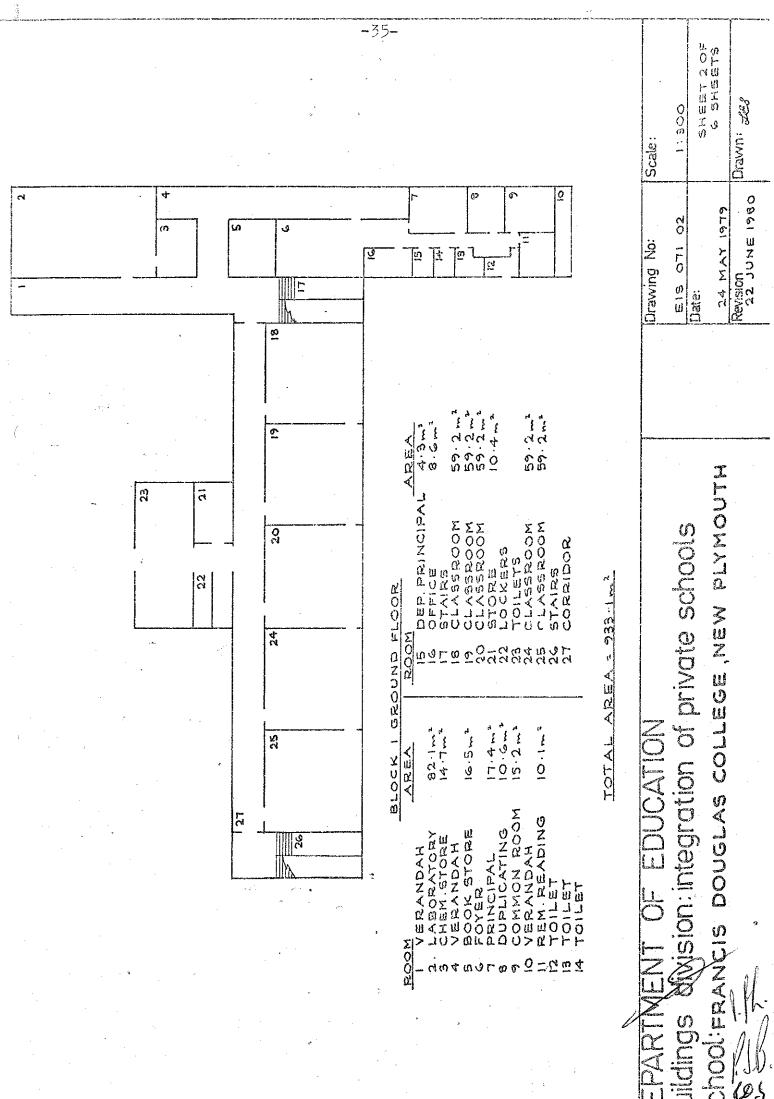
Staffroom

Gymnasium

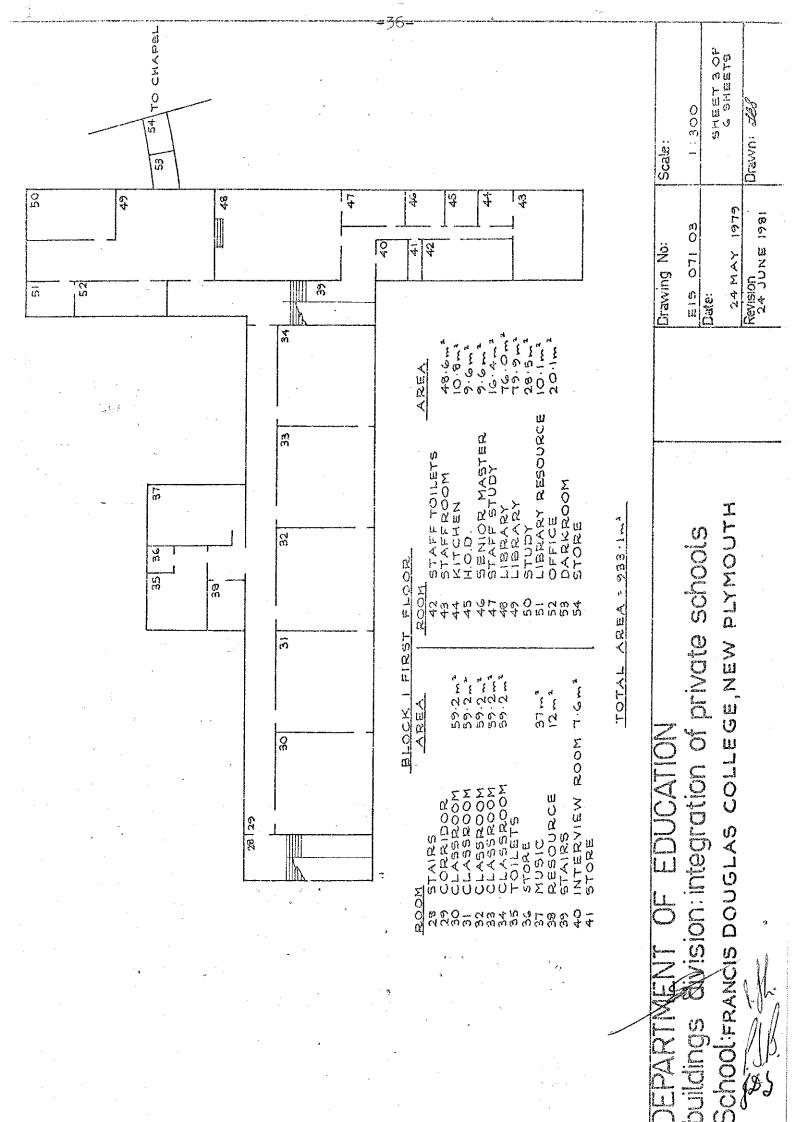
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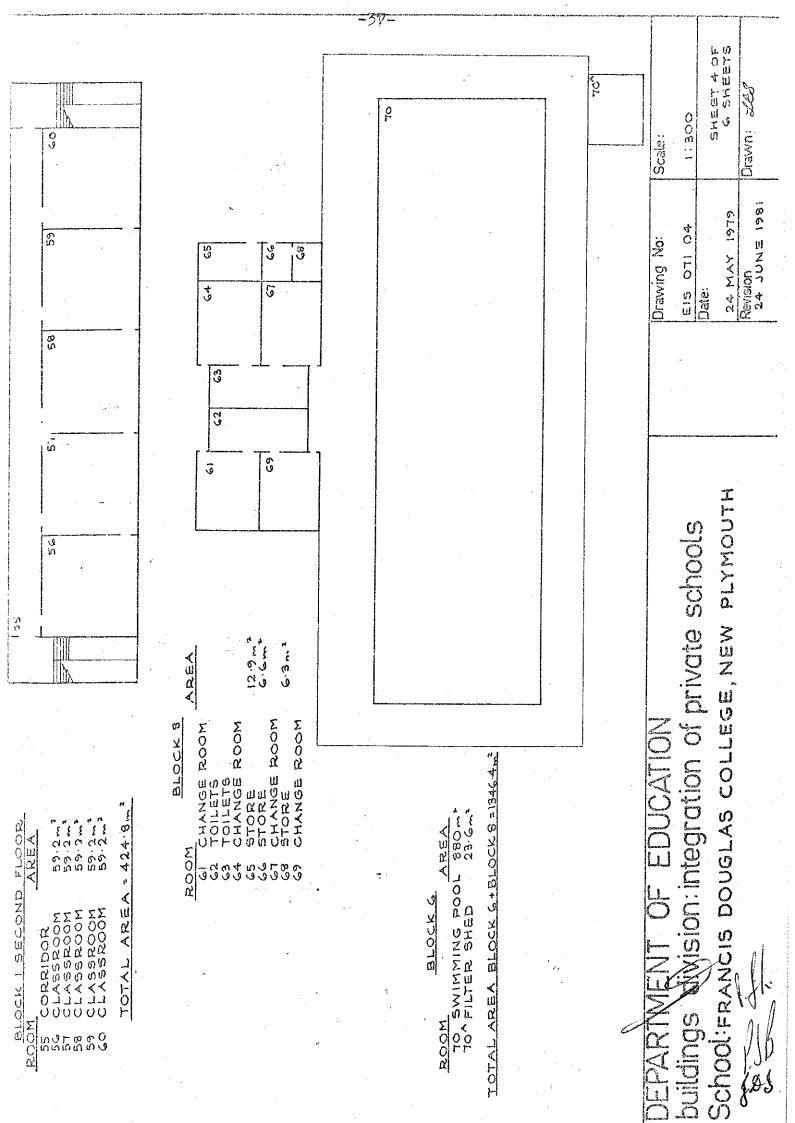
FRANCIS DOUGLAS MEMORIAL COLLEGE, NEW PLYMOUTH	AGREED	D Pr. SING	OF WORK TO	BE COMPLETED	STED BY	13
BUILDING REQUIREMENTS (contd)	9.6.82	31,3,83	31.3.84	31.3.85	31.3.86	31,3,87
0 • =	×					
Outside PE store of 19m ² HOD/PR rooms 3 x 7.5m ² Timetable room of 14m ² Caretaker's room of 7m ² Maths workroom of 14m ² Resource/storage totalling 47m ² Maintenance staffroom of 19m ² Store/workshop of 19m ² Female staff shower.			×		* *	
						- 34 -

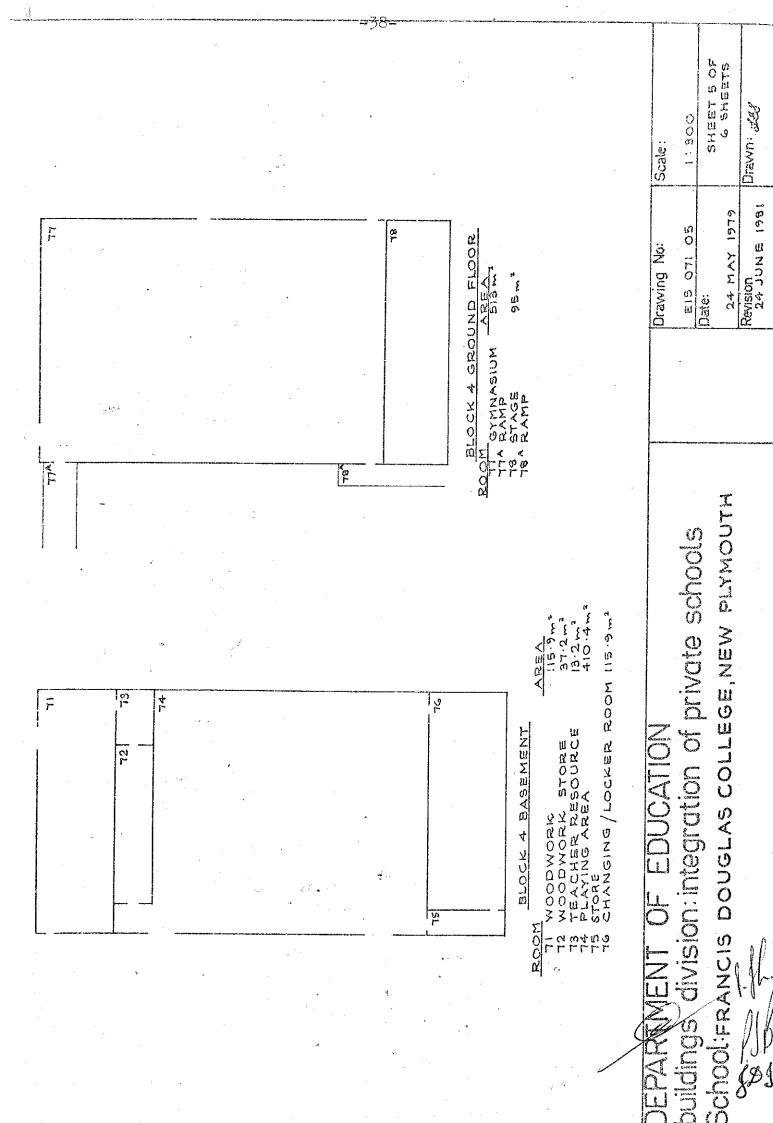
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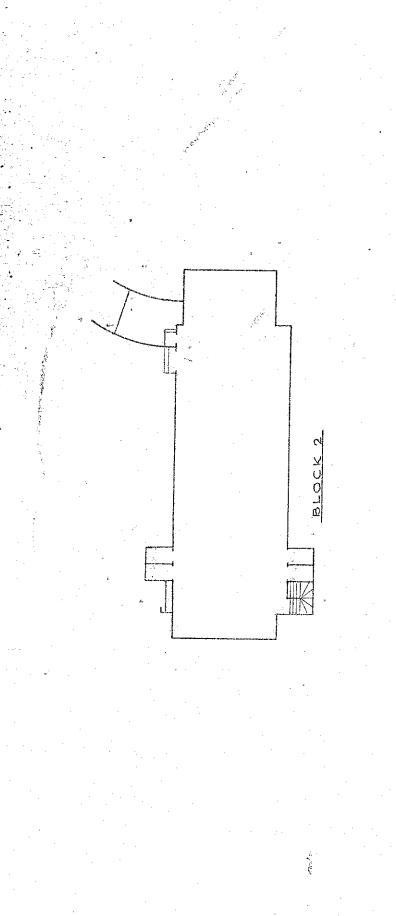


School: FRANCIS DOUGLAS COLLEGE, NEW DLYMOUTH









School FRANCIS DOUGLAS COLLEGE, NEW PLYMOUTH DEPARTMENT OF EDUCATION buildings division integration of private schools ROOM BG MAINTENANCE STAFF/STORF/WORKSHOP 49.92 BLOOK 7

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FIFTH SCHEDULE

FRANCIS DOUGLAS COLLEGE, NEW PLYMOUTH

RESUME OF THE HISTORICAL AND TRADITIONAL CONNECTIONS BETWEEN THE ORDER AND THE SCHOOL

FRANCIS DOUGLAS COLLEGE was established in New Plymouth in 1959 by the De La Salle Brothers in conjunction with the Archbishop of Wellington. From its inception the College has been directed by and largely or partially staffed by the De La Salle Brothers. A community of these Brothers has always lived on the College site and taught at the College.

The De La Salle Brothers are an international teaching organisation who bring a distinguishing spirit to the educational process prevailing at the College. This Lasallian spirit and inspiration, evident in the aims and objectives set out in the College's Prospectuses down to the day of the date hereof has its foundation in the Rules and Constitutions of the De La Salle Brothers which provide guidance for the lives of the Brothers who belong to the Order. A strong link is thus established between the spirit that inspires the De La Salle Brothers and the spirit which inspires the education provided at the College.

This La Sallian spirit adds a special dimension to the fundamental Catholic character of the school, and is manifested in the following:

- (i) A special determination towards caring, so as to build up a tangible sense of community and belongingness among students, staff and parents - this community being based on the Gospel values of love and freedom.
- (ii) A positive effort by the school to encourage students to develop their best selves in terms of their intellectual, emotional, creative, social, physical and spiritual capabilities this conscious development laying the foundations for future growth.

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(iii) A manner of staff leadership and example within the school which enables students to develop a Christian code of behaviour, which in turn will enable them to impress their Christian values on society.

This Lasallian spirit which has been traditional since the establishment of the De La Salle Brothers is evident in the structuring and orientation of the school programme, and is made real in the types of relationships established among staff, students and parents in the various circumstances of the functioning of the College.

The De La Salle Brothers are associated with Francis Douglas College, New Plymouth, in the same way that they are associated with De La Salle College, Mangere East, Auckland.

This resume shall not be construed as adding to or amending the special character of the school as defined in Clause 5 of this agreement.

JA SOS