

**SUPPLEMENTARY DEED OF AGREEMENT**

**FRANCIS DOUGLAS MEMORIAL COLLEGE, NEW PLYMOUTH**


**THIS DEED OF AGREEMENT** is made on the *18<sup>th</sup>* day of *December*  
One thousand nine hundred and ninety five (1995) **BETWEEN THE TRUST BOARD  
OF THE BROTHERS OF THE CHRISTIAN SCHOOLS IN NEW ZEALAND** a  
"Body Corporate" (hereinafter 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 8th day of June, One thousand nine hundred and eighty two (1982) as varied by any subsequent supplementary agreements (hereinafter referred to as "the Deed of Agreement"), the Minister and the Proprietor pursuant to Section 7(2) of the Private Schools Conditional Integration Act 1975 established **Francis Douglas Memorial College, New Plymouth** 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.
  - (2) To replace the First and Second Schedules and the plan attached to the Second Schedule.
  - (3) To delete the Fourth Schedule.

**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 further amended as follows:

3.1 By deleting **Clause 3(d)**.

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."

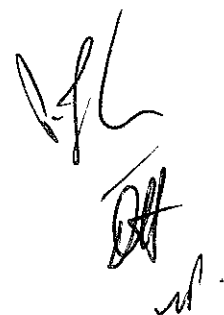
3.3 By deleting subclauses (b) and (d) of **Clause 10** and substituting the following therefor:

"(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 1974 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



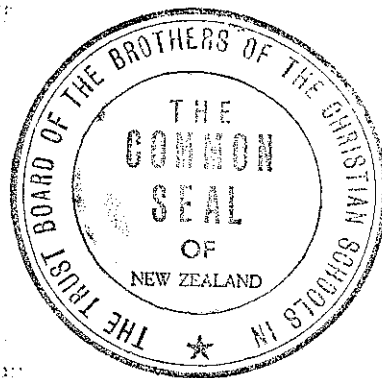
PROVIDED THAT to maintain and preserve the Special Character of the School the Controlling Authority in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School."

- 3.4 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.
- 3.5 By adding after the words "Deputy Principal" in the first line of **Clause 19** the words "however described".
- 3.6 By deleting the First Schedule of the Deed of Agreement and substituting the new First Schedule attached hereto.
- 3.7 By deleting the Plan annexed to the Second Schedule of the Deed of Agreement and substituting therefor the Plan annexed hereto.
- 3.8 By deleting the Fourth Schedule to the Deed of Agreement entirely.
- 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.

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:



*[Signature]* Trustee  
*[Signature]* Trustee

19-11-95

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*

*[Handwritten initials]*  
*[Handwritten initials]*  
*[Handwritten initials]*

**SCHEDULE****New First Schedule****"FIRST SCHEDULE****FRANCIS DOUGLAS MEMORIAL COLLEGE, NEW PLYMOUTH**

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

**SECONDLY:** All that piece of land containing 4176m<sup>2</sup> 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

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comprised and described in Certificate of Title Volume 222 Folio 81 (Taranaki Registry) and **SUBJECT TO:**

- (a) Mortgage No. 260102.1 to the Taranaki Savings Bank;
- (b) Fencing Covenant in Transfer No. 97611;
- (c) Mortgage No. 211637 to the Housing Corporation of New Zealand.

**THIRDLY:** All that piece of land containing 3831m<sup>2</sup> 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. 250102.1 to the Taranaki Savings Bank;
- (b) Mortgage No. 211637 to the Housing Corporation or New Zealand.

**FOURTHLY:** 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.

**FIFTHLY:** 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 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.
- (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) 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 351E

(a) of the Municipal Corporations Act 1954.

**SIXTHLY:** All that piece of land containing 1115 m<sup>2</sup> 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 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.

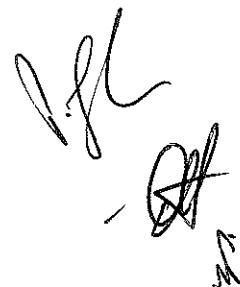
**SEVENTHLY:** All that piece of land containing 2.1979 hectares more or less situate in the City of New Plymouth being Lot 9 on Deposited Plan 7949 and being part Section 40 Fitzroy District which said piece of land is all the land comprised and described in Certificate of Title Volume 253 Folio 99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

**SUBJECT TO:**

Mortgage No. 260102.1 to the Taranaki Savings Bank.

There is a debt owing by the Proprietor to:

The Central Diocesan Development Fund of the Diocese of Palmerston North.”





**SCHEDULE****New Second Schedule****“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 E and F 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.”

*[Handwritten signatures and initials]*