

THIS DEED OF AGREEMENT is made the        /        day of  
MARCH,        One thousand nine hundred and eighty-three (1983)

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        The Proprietor is the owner of **Marist-Holy Cross School, MIRAMAR**,  
(hereinafter referred to as "**the School**")
- B        The School is a Roman Catholic Primary School for boys and girls  
from new entrants to Form Two (2) offering Education with a Special  
Character.
- C        The School was established in 1983 and up to the effective date of  
integration was in part staffed by members of the Roman Catholic  
Religious Order of Men known as the Marist Brothers of the Schools  
and members of the Religious Order of Women known as the Sisters  
of Mercy. 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.

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.

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 School Committee 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

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purposes and the School Committee shall not unreasonably or arbitrarily withhold its consent. The School Committee may require the Proprietor or other person or persons to pay a reasonable fee to the School Committee as a condition of such use.

- (ii) With the consent of the Proprietor, the School Committee 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 his consent. The School Committee may require any such person or persons to pay a reasonable fee to the School Committee as a condition of such use.
- (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.
- (g) The Proprietor shall insure all the 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 the 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 by the Roman Catholic Archbishop of the Archdiocese of Wellington for the Roman Catholic community of the Archdiocese of Wellington 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 Archbishop of the Archdiocese of Wellington

**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 the Education Board of the Wellington Education District as constituted pursuant to Section 15 of the Education Act 1964.
- (b) The School shall be managed by a School Committee constituted pursuant to the provisions of Section 26 of the Private Schools Conditional Integration Act 1975. The School Committee shall consist of :-
- (i) One (1) member to be appointed by the Proprietor of the School;
- (ii) Eight (8) members to be elected by the parents of the children attending the School **PROVIDED HOWEVER** that in the event of the School roll altering at any time then the number of such members shall be fixed by ascertaining the number of members that a State School Committee would have, based on the current School roll in accordance with the provisions of the School Committees Administration Regulations 1965 and subtracting one from that number.
- (c) Any election conducted pursuant to Section 26 of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the School Committees Administration Regulations 1965 and any regulations made in amendment thereof or in substitution therefor and the provisions of those regulations shall, with any necessary modifications, be applied accordingly.
- (d) 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. MARIST Brothers School, Miramar, had a roll of one hundred and eighty-two (182) and Holy Cross School, Miramar, had a roll of one hundred

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and seventy-four (174) pupils as at the 30th day of September 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 four hundred and ten (410) pupils.

**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 Controlling Authority 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-one (21) pupils out of the total roll of the School and the Controlling Authority 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.

- (c) Wherever any difficulty arises related to enrolment at the School in terms of Section 54 of the Private Schools Conditional Integration Act 1975, it may be referred to the Controlling Authority of the School pursuant to the provisions of the said section.

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 Archbishop of the Archdiocese of Wellington 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 his 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 his 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 him to exercise the powers and carry out the responsibilities vested in him and imposed on him 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 of responsibility 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 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 **PROVIDED HOWEVER** that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position of Director of Religious Studies shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

**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. THERE** shall be a position at the School to be designated as Senior Teacher Junior Classes in accordance with Section 65(1)(d) of the Private Schools Conditional Integration Act 1975 and the Controlling Authority of the School in advertising the position of Senior Teacher Junior Classes 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 Senior Teacher

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Junior Classes shall accept these requirements as a condition of appointment **PROVIDED HOWEVER** that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position of Senior Teacher Junior Classes shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

**18. THERE** shall be five (5) other 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 **PROVIDED HOWEVER** that 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 determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

**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.

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20. THE Proprietor may with the consent of the Controlling Authority 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.

21. 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.

22. 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.

23. THE School is a Primary School for boys and girls from new entrants to Form Two (2) 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.

24. 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 School Committee and/or the Controlling Authority shall contribute to such costs according to their respective use of the services and facilities.

**25. IT** is acknowledged by and between the parties hereto pursuant to **clause 24** hereof that certain of the services and facilities on or serving the Proprietor's land and buildings and other improvements thereon are used in common for the purpose of the School premises as is more particularly delineated on the plan forming part of the **Second Schedule** hereto. In particular, the sewerage and drainage systems are used in common and the costs of maintaining such services and facilities shall be apportioned as provided in **clause 24** hereof. 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. Where such services lie wholly or partly within the School premises, the Controlling Authority will do nothing to prevent the availability of those services to that part of the Proprietor's land and improvements which are not part of the School premises.

**26. THE** Minister shall be responsible only for the normal maintenance of the retaining walls on the School premises and all other expenditure in respect of the retaining walls on the School premises shall be the responsibility of the Proprietor.

**27. THE** Proprietor agrees to maintain Block K more particularly delineated on the plan forming part of the **Second Schedule** hereto, so as to meet Department of Education and Ministry of Works and Development requirements, until such time as the said block is demolished in accordance with the **Third Schedule** hereto. The Controlling Authority shall be responsible for the running or operating costs associated with the use of the said building, in particular the power supply, water, sewerage, drainage and cleaning costs.

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28. 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.

29. 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 1983 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 4th December 1980 to Archbishop Williams.

30. THE Minister shall subject to **clause 3(d) and (e), clause 26 and clause 27** 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 under the same Controlling Authority 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 Controlling Authority supplies from time to time to comparable State Schools.

31. THE effective date of this Deed of Agreement shall be the 2nd day of March One thousand nine hundred and eighty-three (1983)

32. 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.

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SIGNED by THOMAS STAFFORD )  
WILLIAMS THE ROMAN CATHOLIC )  
ARCHBISHOP OF THE ARCHDIOCESE )  
OF WELLINGTON and Sealed with his )  
Seal of Office in the presence of:- )

+ Thomas J. Williams

P. Robson  
Clerk  
Eccleston Hall  
Wellington

SIGNED for and on behalf of HER )  
MAJESTY THE QUEEN by MERVYN )  
LANGLOIS WELLINGTON Minister of )  
Education in the presence of:- )

John  
Private Secretary  
168 Helder Road  
Johannesburg  
Wellington

Mervyn

## 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 Roman Catholic Archbishop of the Archdiocese of Wellington situate in Para Street and Miramar Avenue, Wellington, being known as **Marist-Holy Cross School, Miramar, Wellington**, 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 2023 square metres more or less situate in the City of Wellington being part Section 10 of the Watts Peninsula District and being also Lots 113 and 114 Deposited Plan 1463 and being all the land in Certificate of Title Volume 804 Folio 88 (Wellington Registry).

#### SUBJECT TO:

1. Fencing Covenant in Transfer 72792
2. Mortgage 250373.2 to Housing Corporation

**SECONDLY**, All that freehold parcel of land containing 2023 square metres more or less situate in the City of Wellington being part Section 10 of the Watts Peninsula District and being also Lots 115 and 116 Deposited Plan 1463 and being all the land in Certificate of Title Volume 800 Folio 33 (Wellington Registry)

#### SUBJECT TO:

1. Fencing covenant in Transfer 109142
2. Mortgage 250373.2 to Housing Corporation

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**THIRDLY,** All that freehold parcel of land containing 1910 square metres more or less situate in the City of Wellington being part Section 10 of the Watts Peninsula District and being also Lot 103 Deposited Plan 1463 and being all the land in Certificate of Title Volume 804 Folio 87 (Wellington Registry)

**SUBJECT TO:**

1. Fencing covenant in Transfer 91828
2. Mortgage 250373.2 to Housing Corporation

**FOURTHLY,** All that freehold parcel of land containing 1095 square metres more or less situate in the City of Wellington being part Section 10 of the Watts Peninsula District and being also Lot 4 on Deposited Plan 9011 and being all the land in Certificate of Title Volume 498 Folio 244 (Wellington Registry)

**SUBJECT TO:**

Fencing covenant contained in Transfer No. 274949

**FIFTHLY,** All that freehold parcel of land containing 576 square metres more or less situate in the City of Wellington being part Section 10 Watts Peninsula District and being also Lot 5 on Deposited Plan 9011 and being all the land in Certificate of Title Volume 497 Folio 255 (Wellington Registry)

**SIXTHLY,** All that freehold parcel of land containing 1152 square metres more or less situate in the City of Wellington being part Section 10 of the Watts Peninsula District and being also Lots 6 and 7 on Deposited Plan No. 9011 and being all the land in Certificate of Title Volume 723 Folio 67 (Wellington Registry)

**SEVENTHLY,** All that freehold parcel of land containing 1487 square metres more or less being part of Section 10 of the Watts Peninsula District and being Lot 107 on Deposited Plan No. 1463 and being all the land in Certificate of Title Volume 194 Folio 48 (Wellington Registry)

SUBJECT TO:

The covenant as to fencing contained in Transfer 83393.

EIGHTHLY, All that freehold parcel of land containing 2405 square metres more or less situate in the City of Wellington being part Section 10 Watts Peninsula District and being also Lot 2 on Deposited Plan 34031 and being all the land in Certificate of Title Volume 10D Folio 1236 (Wellington Registry)

SUBJECT TO:

Fencing covenant in Transfer 158185

There are debts owing by the Proprietor to:

1. The Archdiocesan Development Fund of the Archdiocese of Wellington and the Diocese of Palmerston North.
2. The Bank of New Zealand.

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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** Block E and the land immediately surrounding the same more particularly delineated in blue on the said plan **TOGETHER WITH** a reservation in favour of that excepted portion of full rights of ingress and egress between that excepted portion and Para Street, Miramar.

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MARIST-HOLY CROSS SCHOOL, MIRAMAR

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

THIRD SCHEDULE

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 "half cost to be met by Education Board" appear in relation to particular works, the building supervisor of the Wellington Education Board 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 competent tradesmen or in a workmanlike manner to the Wellington Education Board standards.

AGREED PHASING OF WORK TO BE COMPLETED BY

SITE	2.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Provide fixings for chain barrier to vehicular gateway at west end Miramar Avenue		x				
Provide pipe mesh gate (Miramar Ave) adjacent Blocks H and J		x				
Provide pipe mesh gate or chain barrier adjacent Blocks H and I		x				
Provide retaining walls to east of Blocks I and K		x				
Cut back and clear surplus growth from end of Blocks I and K		x				
Remove dangerous trees from east bank		x				
Repair patch cracks and hollows to asphalt court north of Blocks H and J		x				
Repair or replace concrete south Block H to fall away to street		x				
Reseal south of Block J to fall to street						
Spray with weedkiller on all perimeters of buildings, hard areas and fence lines						
Repair paving concrete north west of Block I						
Repair and make good undermining to steps north west of Block I						

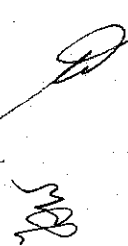
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2.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p>SITE (continued) Provide incinerator to Wellington Education Board standards East of Block B spray for weeds all joints to concrete slabs Other asphalt areas to west of Block A, patch seal holes and cracks and replace broken concrete slabs. Fill and smooth off cracks in channel surround to swimming pool Clean and clear all stormwater sumps Fencing Provide/upgrade fencing to Wellington Education Board standards BLOCK A Exterior South Provide box cover to gas meter Replace rusted flashings to window heads Replace rusted vent pipe Remove barrier south-west end or replace missing boards Clear gully trap and provide metal cover plate and screw fix West Replace all rotten and damaged weatherboards Remove beads to joinery and refix with galvanised nails North Replace damaged downpipe with cast iron to bottom section Repair damaged soffit Replace damaged parting beads to all windows Replace all perished sealant to window and reputty</p>	x		x		
			x		
			x		
			x		
			x		
			x		
	x				
	x				
	x				
	x				
	x				
	x				
	x				
	x				
	x				

*[Handwritten signature]*



2.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK A					
Interior (continued)					
Area 10					
Replace broken glass to west window	x				
Replace missing or damaged coat hooks	x				
Adjust and ease all windows	x				
Redecorate			x		
Area 13					
Provide cover to switchboard			x		
Area 14					
Ease and adjust entrance door			x		
Repair damaged wall linings			x		
Replace wash hand basin			x		
Provide hot water to hand basin			x		
Redecorate			x		
Mechanical					
Upgrade gas heating in area					
with the NZ gas installation codes					
Electrical					
Upgrade lighting to state school standards in areas					
9, 11 and 12					
Fire Protection					
Fire Equipment					
Provide a hose reel with 25mm of 12mm hose outside					
area 13 to provide coverage to this end of the					
building					
Egress					
Provide all primary and secondary egress doors with					
locks that can be opened from the inside without					
the use of a key					
BLOCK B					
Exterior					
Replace all missing or damaged foundation vents					
West					
Repair main entrance doors where locks removed					
Replace damaged soffit lining					



BLOCK B Exterior (continued)	2.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Replace split and otherwise damaged weatherboards North				x		
Replace rotten cracked and damaged weatherboards				x		
Remove and replace door, otherwise properly seal off to match existing				x		
Replace damaged lower section of downpipe with cast iron and run to gully trap				x		
East				x		
Replace ply panel to entrance door with marine grade				x		
Replace translucent sheets to skylight roofing where damaged				x		
Complete work to area 5A				x		
Repaint block (half cost to be met by Education Board)				x		
West				x		
Replace rotten weatherboards to area 6		x				
Replace roofing with long run iron						
Interior						
Area 4						
Repair and adjust hopper windows						
Repair catches to other windows				x		
Remove unused flue and make good area				x		
Provide additional wall mounted power points to Education Board requirements				x		
Repair and adjust clerestory window operating gear		x		x		
Repair fire egress door and provide stop		x				
Provide track and curtains to all windows						
Repair main entrance door frame and secure hinges		x		x		
Area 2						
Repair lockset to entrance door						
Area 1				x		
Replace main entrance door and provide stop				x		
Remove old heater flue and make good area				x		
Provide track and curtains to all windows				x		
Provide additional wall mounted power outlets to Education Board requirements				x		
Adjust and repair all hopper windows		x		x		

2.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK B					
Interior					
Area 1 (continued)					
Repair, ease and adjust all clerestory window operating gear			x		
Treat joinery and trim, for borer infestation	x				
Area 8					
Replace shade to light			x		
Make good roughly finished wall and ceiling surfaces			x		
Area 7					
Replace missing or broken coat hooks			x		
Repair damaged wall linings			x		
Repair vinyl where bubbling			x		
Area 6					
Repair shelving and provide extra bracing			x		
Replace damaged coat hooks			x		
Repair doors where locks removed, north entrance			x		
Repair door frame and trim			x		
Area 5					
Upgrade area to WEB requirements			x		
Area 5A					
Adjust sliding door					
Complete lining walls and trim to finish off area			x		
Redecorate			x		
Mechanical			x		
Upgrade gas heating in areas 1 and 4 to comply with the NZ gas installation codes			x		
Electrical					
Fit diffusers to fluorescents in areas 1 and 4					
Fire Protection					
Egress					
Provide all primary and secondary egress doors with locks that can be opened from the inside without the use of a key					
Replace the key locks on the interconnecting door between areas 1 and 4 with a lock that can be opened from both sides without the use of a key					

	2.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK C						
<u>Exterior</u>						
Replace cabin hooks to all doors						
Repair damaged barge and soffit north west corner						
Paint both entrance doors and posts						
Repair metal cover to north end of roof						
Repaint block						
<u>Electrical</u>						
Fit time switch and thermostatic control to electric heating						
<u>Fire Protection</u>						
Provide a lock that can be opened from the inside without the use of a key to the secondary egress door						
<u>Fire Hazard</u>						
Remove paper and cellophane covers from around the light holders within this area						
BLOCK F						
<u>Exterior</u>						
Replace all rotten and damaged weather boards						
Replace rotten framing and facings to screen walls						
Provide wire screen to east windows						
Replace all broken glass						
Replace fabric roof with long run iron and paint						
Paint block (half cost to be met by education board)						
Seal foundation area to south where piping runs through wall						
<u>Interior</u>						
Conceal pipes from filter in concrete or otherwise provide cover						
Areas 19, 20 and 21						
Upgrade to Education Board requirements						
<u>Electrical</u>						
Remove trailing power flex in area 19						

x x x x x

x

x

x

x x x x x

x

x

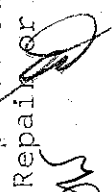
x

x

x

BLOCK H	2.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Exterior</u>						
<u>East elevation</u>						
Remove concrete from gully trap						
Provide and screw fix cover plate to newly formed surround						
<u>South elevation</u>						
Replace bottom section of downpipe with cast iron						
Provide cover protection box to gas meter						
<u>North elevation</u>						
Repair damaged parting beads to all double hung windows						
Replace damaged rails to fixed seating						
Replace rotten and otherwise damaged rails to fire exit landing						
Provide rails and posts to fire exit ramp						
Replace downpipe with cast iron to lower section						
Repair damaged corner boxes						
<u>West elevation</u>						
Replace rotted power carrying beam to Block J						
Repaint block (half cost to be met by education board)						
<u>Interior</u>						
<u>Area 9</u>						
Replace shade to light						
Replace cabin hooks to main entrance doors						
Adjust and ease door to area 4						
Repair lino to entrance area 1						
<u>Area 8</u>						
Replace light shade						
Repair damaged wall						
Redecorate						
<u>Area 7</u>						
Repair damaged walls behind both doors						
Provide stops to both doors						
Resecure toilet pan to floor						
Provide hot water to hand basin						
Redecorate						

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BLOCK H	2.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Interior (Continued)</u>						
<u>Area 6</u>						
Provide stops to both doors						
Replace wooden seats to pans both toilets						
Provide hot water to hand basin						
Repair damaged walls behind all doors						
Resecure pans to floor both toilets						
Redecorate						
<u>Area 4</u>						
Replace light shade						
Ease and adjust cupboard doors						
Provide missing handles and catches to cupboard doors						
Replace cover to bench top with laminated plastic						
Ease and adjust windows						
Cover switchboard						
Redecorate						
Remove resource material and tidy						
<u>Area 5</u>						
Replace lamp shade						
Replace wooden seat to toilet						
Redecorate						
Provide door stop						
<u>Area 3</u>						
Sand and seal floor						
Replace damaged window glass						
Repair all draught deflectors or otherwise remove from windows						
Replace display area with hessian covered panels						
Replace east area chalkboards						
Provide 3 extra power points to Education Board requirements						
Repair or replace worn sashes						
Repair fire egress door						
<u>Area 2</u>						
Sand and seal floor						
Replace damaged window glass						
Repair or replace worn sashes						
						

2.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK H Interior <u>Area 2 (continued)</u> Repair all draught deflectors from windows or otherwise remove Replace softboard with hessian covered display board Replace east area chalkboard Repair fire egress door sill Provide 3 additional wall mounted power points to Education Board requirements Repair leak in roof Redecorate <u>Area 1</u> Sand and seal floor Provide 2 extra power points to Education Board requirements Repair or otherwise replace worn sashes Repair draught deflectors to windows or otherwise remove Replace all cracked glass to windows Replace fire egress door hinges Repair roof for leaks, and repaint stained ceiling Redecorate <u>Area 11</u> Adjust cupboard door catch Provide stop to cupboard door Redecorate <u>Area 10</u> Replace missing light shade Adjust and repair wall cupboard unit Redecorate Electrical Upgrade lighting to state school standards in areas 1, 2 and 3 Fire Equipment Replace hose tubing on the fire reel outside area 10					

	2.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK I</u>						
<u>Exterior</u>						
Replace all missing or damaged foundation vents						
<u>North/South elevations</u>						
Provide cover to gas meter		x				
Repair/seal gully traps		x				
<u>West elevation</u>						
Replaster pitted concrete landing		x				
Plaster up hole to bottom of north ramp		x				
Clean off rust to posts and rail piping and						
appropriately treat with paint system		x				
Repaint (half cost to be met by education board)				x		
Replace corrugated galvanised iron roof				x		
Replace fabric roof with metal roof, and repaint				x		
<u>Interior</u>						
<u>Area 12</u>						
Sand and seal floor						
Provide 2 additional wall mounted power points to				x		
Education Board requirements				x		
Replace all louvre frames to windows						
Replace all chalkboards						
Repair curtain track north and east walls		x				
Provide catches and handles to cupboard doors		x				
Replace latch to fire egress door		x				
Repair rebate to couple entry doors		x				
Replace plain glass with Georgian wired to lower		x				
panels of all doors						
Redecorate				x		
<u>Area 20</u>						
Chemically clean floor and provide smooth finish						
to falls		x				
Replace and secure wash basin		x				
Repair and adjust cupboard doors		x				
Redecorate		x				
<u>Areas 21 and 22</u>						
Replace louvre window frames		x				
Replace old toilet pans		x				
Remove old toilet paper holders		x				

2.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK I					
Interior					
Areas 21 and 22 (continued)					
Repair and adjust cupboards	x				
Redecorate	x				
Area 13					
Sand and seal floor			x		
Provide additional wall mounted sockets to Education Board requirements			x		
Replace louvre frames to windows	x				
Replace plain glass with Georgian wired to lower panels all doors	x				
Replace all chalkboards	x				
Replace missing curtains	x				
Redecorate	x				
Area 16			x		
Chemically clear floor and provide smooth finish to falls					
Replace towel rail	x				
Redecorate	x				
Areas 15 and 14	x				
Replace toilet roll holders	x				
Replace louvre frames to windows	x				
Replace old toilet pan in room 14	x				
Resecure WH basin	x				
Replace damaged coat hooks	x				
Ease and adjust cupboard doors	x				
Redecorate	x				
Area 18					
Remove excess putty from glass panel at entrance to area 16					
Fire Protection					
Egress					
Alter one ranch slider type door in area 18 to side hung capable of being readily opened from the inside without the use of keys and hung to open in the way of exit travel	x				

	2.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK I</u> <u>Fire Protection</u> <u>Egress (continued)</u> Install secondary means of egress to the exterior from this block <u>Fire Equipment</u> Replace the hose reel tubing on existing hose reel	x	x				
<u>BLOCK J</u> <u>Interior</u> <u>Area 26</u> Sand and reseal all floors Lightly sand chalkboards and paint Ease and adjust all windows Ease and adjust fire egress door Provide additional wall mounted power points to Education Board requirements Redecorate <u>Area 24</u> Sand and seal floor Repair door latch Replace shade to lamp Repair entrance door lockset Redecorate <u>Exterior</u> <u>North area</u> Replace drinking fountain near porch and baseboard Realign porch spouting Provide ceiling ventilation for heating <u>Egress</u> Ease secondary egress door to allow free movement Clear exterior shrubs and bushes to provide clear egress		x x x		x		
		x x x x		x x		
	x	x x		x		
<u>FIRE PROTECTION</u> <u>General</u>	x					
Install combined manual sounder fire alarm units at the exit routes from each classroom When remodelling and rebuilding is complete install a low voltage manual point safe alarm system with sufficient call points to provide coverage of the school buildings and sounder which are audible throughout the school	x					x

BUILDING REQUIREMENTS

The following facilities should be provided by new construction or remodelling:

Teaching space totalling 86m<sup>2</sup> )  
 Resource workroom of 28m<sup>2</sup> )  
 Junior resource workroom of 14m<sup>2</sup> )  
 Library/multipurpose room of 56m<sup>2</sup> )  
 Staffroom of 37m<sup>2</sup> )  
 Staff kitchen of 4.5m<sup>2</sup> )  
 Principal's office of 11m<sup>2</sup> )  
 Casualty/sickroom of 14m<sup>2</sup> )  
 Toilets to code requirements of Drainage and )  
 Plumbing Regulations  
 Demolish Block K

*JP*

*[Signature]*

2.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
			x		
			x		
			x		