

THIS DEED OF AGREEMENT is made the 12 day of
JANUARY One thousand nine hundred and eighty (1985)

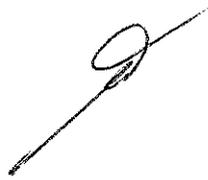
BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF CHRISTCHURCH a Corporation Sole (hereinafter with his successors referred to as "the Proprietor") of the first part

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 Marian College, CHRISTCHURCH, (hereinafter referred to as "the School")
- B The School is a Roman Catholic Secondary School for girls from Form Three (III) to Form Seven (VII) offering Education with a Special Character.
- C The School was established in 1982 and up to the effective date of integration was in part staffed by members of the Roman Catholic Religious Order of Women known as the The Sisters of St. Joseph of the Sacred Heart and the Roman Catholic Religious Order of Women known as the Congregation of Our Lady of Mercy. The said Orders 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.
- 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.

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NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS HEREBY COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

1. THAT 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 -

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PROVIDED THAT

- (i) 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 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.
- (ii) With the consent of the Proprietor, the Board of Governors 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 its consent. The Board of Governors may require any such person or persons to pay a reasonable fee to such Board of Governors 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 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 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.

5. THE Special Character of the School is that it is a Roman Catholic School for girls only established by the Roman Catholic Bishop of the Diocese of Christchurch for the Roman Catholic community of the Diocese of Christchurch 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 Christchurch

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.

7. (a) **THE** Controlling Authority of the School shall be a Board of Governors as constituted pursuant to the provisions 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 Canterbury 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.

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8. THE School had a roll of four hundred and three (403) pupils as 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 four hundred and five (405) 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 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 (20) 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.

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- (c) Wherever any difficulty arises related to enrolment at the school in terms of section 52 of the Private Schools Conditional Integration Act, 1975, it may be referred to the appropriate Secondary Enrolment Review Committee 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 Bishop of the Diocese of Christchurch 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.

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 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 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.

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. THE staffing entitlement of the School as at the 1st day of March one thousand nine hundred and eighty-two (1982) was nineteen decimal seven two (19.72) positions (excluding the Principal and Director of Religious Studies) of which there shall be eight (8) 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 eight (8) is to nineteen decimal seven two (19.72) as hereinbefore provided.

18. 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.

19. 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.

20. 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.

21. 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.

22. THE School is a Secondary School for girls from Form Three (III) 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.

23. 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.

24. IT is acknowledged by and between the parties hereto pursuant to **clause 23** 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 water supply and the sewerage and drainage systems are all used in common and the costs of maintaining such services and facilities shall be apportioned as provided in **clause 23** 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 Board of Governors 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.

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25. AS at the effective date of integration Richmond Park is made available to the School by reason of an agreement with the Christchurch City Council for the purposes of sports and physical education and it is hereby agreed by and between the parties hereto that the Minister shall not be required to pay any portion of any fee or charge which may be paid in respect of the use of the said Richmond Park. It is further agreed that should Richmond Park cease to be available to the School the Minister will not be responsible for the provision of grass playing fields.

26. 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.

27. 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.

28. 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 4th December 1980 to Archbishop Williams.

29. 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 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.

30. THE effective date of this Deed of Agreement shall be the 1st day of February One thousand nine hundred and eighty-three (1983)

31. 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.

IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

Handwritten initials

Handwritten signature

SIGNED by BRIAN PATRICK ASHBY,)
THE ROMAN CATHOLIC BISHOP OF)
THE DIOCESE OF CHRISTCHURCH and)
sealed with his Seal of Office in the)
presence of:-)

B. Patrick Ashby

*Head
General Manager
Christchurch Catholic Education
Board -*

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

Mervyn Langlois

*M. J. Yelton
12 Hobson Road
Hataitai, 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, buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Christchurch situate in North Parade, Christchurch, being known as **Marian College, Christchurch**, and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

All that freehold parcel of land containing 1.6030 hectares more or less situated in the City of Christchurch being Lot 1 on Deposited Plan 41144 and being all that land in Certificate of Title Volume 18F Folio 1255 (Canterbury Registry)

SUBJECT TO:

- (i) the provisions of a Deed of Covenant registered No. 109064
- (ii) fencing provision in Transfer 616058
- (iii) part to a right of way created by Transfer 97905 appurtenant to another part herein

APPURTENANT TO part (formerly C.T. 277/153) is a Right of Way over part Lot 1 D.P. 24962 (6C/1490) coloured blue on said D.P. created by Transfer 97905

There is a debt owing by the Proprietor to the Diocesan Development Fund of the Roman Catholic Diocese of Christchurch.

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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** the Chapel more particularly delineated in blue on the annexed plan and the land immediately surrounding the same **TOGETHER WITH** a reservation in favour of that excepted portion of full rights of access and of ingress and egress to and from that excepted portion and Poulton Avenue, Christchurch, and North Parade, Christchurch.

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MARIAN COLLEGE, CHRISTCHURCH

THIRD SCHEDULE

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

These works are to be planned, executed and paid for by the proprietor subject to the provisions of this schedule in relation to the buildings and associated facilities to bring them up to the minimum standard for a comparable state school. All work is to be carried out by competent tradesmen or in a workman like manner to the Department of Education standards.

AGREED PHASING OF WORK TO BE COMPLETED BY:

| SITE | 1/2/83 | 31/3/84 | 31/3/85 | 31/3/86 | 31/3/87 | 31/3/88 |
|---|--------|---------|---------|---------|---------|---------|
| Provide fencing along unfenced sections of eastern and northern boundary of school, including safety fencing along Dudley Creek | | x | | | | |
| Replace decayed rails and posts in south west fence | | x | x | | | |
| Restore loose iron in south fence | | | | | | |
| Replace 150 x 25 rails with 75 x 50 in one section | | | x | | | |
| Straighten the posts and rails of the east fence behind Block 2 | | x | | | | |
| Restore loose palings in the north fence behind Block 12 | | | | | | |
| Kill grass and weeds in concrete courts | | x | | | | |
| Restore lawn adjacent to swimming pool | | x | | | | |
| Complete path between sealed area and pool | | | x | | | |
| Level and remetal cycle area | | x | | | | |
| Make good any damage to site by contractors | | x | | | | |
| <u>Bridge</u> | | | | | | |
| Paint steelwork | | x | | | | |
| Replace rotten handrails on north side | | x | | | | |
| Secure loose decking | | x | | | | |
| <u>Structural</u> | | | | | | |
| Provide 2 additional steel diaphragms at the abutments and resprike the deck to the runners | | x | | | | |
| Post a load limit of 14,000 kg on the bridge | | x | | | | |

| | 1/2/83 | 31/3/84 | 31/3/85 | 31/3/86 | 31/3/87 | 31/3/88 |
|---|--------|---------|---------|---------|---------|---------|
| <u>BLOCK 1</u> | | | | | | |
| <u>Exterior</u> Repaint | | x | | | | |
| <u>Interior</u> <u>Areas 1 and 2</u> | | | | | | |
| Revarnish woodwork | | | | x | | |
| <u>Area 2</u> | | | | | | |
| Repair door to area 32 | | | | | | |
| Repair window catches | | x | | | | |
| Repaint | | x | | | | |
| <u>Electrical</u> | | x | | | | |
| Secure portable panel heater to the walls, and permanently wire | | | | | | |
| Upgrade heating to state school standards | | x | | | | |
| Upgrade lighting to state school standards | | x | | | | |
| <u>Fire Protection</u> | | | | | | |
| <u>Fire Equipment</u> | | | | | | |
| Provide one 9 litre water/gas fire extinguisher with operational marker plates in the entrance ways to areas 1 and 2 | | | | | | |
| Alter one window in each from top hung to side hung type to provide secondary egress and provide exit sign from areas 1 and 2 | | x | | | | |
| <u>BLOCK 2</u> | | | | | | |
| <u>Structural</u> | | | | | | |
| Brace ceiling and transverse walls to MWD standards | | | | | | |
| <u>Electrical</u> | | | | | | |
| Install anti-glare screen to blackboard fluorescent light | | | | | | |
| Upgrade lighting to state school standards | x | | | | | |
| Upgrade heating to state school standards | x | | | | | |

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| | 1/2/83 | 31/3/84 | 31/3/85 | 31/3/86 | 31/3/87 | 31/3/88 |
|---|--------|---------|---------|---------|---------|---------|
| <u>BLOCK 2 (Continued)</u> | | | | | | |
| <u>Fire Protection</u> | x | | | | | |
| Provide one 9 litre water/gas fire extinguisher with operational marker plate | | | | | | |
| <u>Interior</u> | | | | | | |
| To be completed to standards acceptable to Department of Education Regional Property Supervisor | x | | | | | |
| <u>Exterior</u> | | | | | | |
| New work and additions to be finished to conform in colour and standard to existing finish | x | | | | | |
| <u>BLOCK 3</u> | | | | | | |
| <u>Structural</u> | | | | | | |
| Brace ceiling and transverse walls to MWD standards | x | | | | | |
| <u>Fire Protection</u> | | | | | | |
| Provide a 9 litre water/gas and a 3.5 kg CO2 extinguisher with instructional marker plate | x | | | | | |
| <u>Interior</u> | | | | | | |
| <u>Area 6</u> | | | | | | |
| Replace missing screws in light switch cover plate | x | | | | | |
| Repair sash stay | x | | | | | |
| Provide floor covering to state school standards | x | | | | | |
| Complete construction of cupboards | x | | | | | |
| <u>Area 6A</u> | | | | | | |
| Complete hardware to cupboard and ease door | x | | | | | |
| Attend to finish of architrave | x | | | | | |
| Provide floor covering to state school standards | x | | | | | |
| <u>Area 6B</u> | | | | | | |
| Provide floor covering to state school standards | x | | | | | |

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| | 1/2/83 | 31/3/84 | 31/3/85 | 31/3/86 | 31/3/87 | 31/3/88 |
|---|--------|---------|---------|---------|---------|---------|
| <u>BLOCK 3</u> (Continued) | | | | | | |
| <u>Exterior</u> New work and additions to be finished to conform in colour and standard to existing finish | X | | | | | |
| <u>BLOCK 4</u> | | | | | | |
| <u>Structural</u> Strengthen ground floor portion of Block including the area of concrete masonry wall beneath south facing windows to MWD standards Strengthen upper floor portion of Block, after removal of dormitory partitions, to MWD standards | X | | | | | |
| <u>Fire Protection</u> Intall fire protection equipment in accordance with contract documents for alterations | X | | | | | |
| <u>Exterior</u> Complete work on window sills Make good areas of external finish damaged by tradesmen Complete external construction work on areas 28-29-30 | X | | | | | |
| <u>Area 17</u> Patch floor covering at partition | X | | | | | |
| <u>Area 18</u> Patch floor covering at stove and counter | X | | | | | |
| <u>Area 19</u> Revarnish woodwork Provide particle board dado on north wall and finish with polyurethane | X | | | | | |
| <u>Area 20</u> Repair cracks in north wall outside area 17 and make good external finish | X | | | | | |

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| | 1/2/83 | 31/3/84 | 31/3/85 | 31/3/86 | 31/3/87 | 31/3/88 |
|---|----------------------------|---------|---------|---------|---------|---------|
| <u>BLOCK 4 (Continued)</u> | | | | | | |
| <u>Area 21</u> Provide door stop | x | | | | | |
| <u>Area 22</u> Provide cupboard door handle and adjust catch Replace floor covering Repair light switch Repair pinboard surface Paint and varnish all varnish work | x x x x x x | | | | | |
| <u>Area 23</u> Repair broken switch to sanitary incinerator | x | | | | | |
| <u>Area 24</u> Paint all paintwork on walls | x | | | | | |
| <u>Area 25</u> Tighten window stays Provide particle board dado on north wall and finish with polyurethane | x x | | | | | |
| <u>Area 26</u> Repair damaged power socket Provide particle board dado on north wall and finish with polyurethane | x x | | | | | |
| <u>Area 27</u> Replace floor coverings Repaint and revarnish all varnish work | x x | | | | | |
| <u>Area 28-29-30</u> Complete alterations in accordance with contract documents | x | | | | | |
| <u>Area 31</u> Replace floorcoverings Revarnish woodwork Replace missing skirting Complete installation of fire alarm call box | x x x x | | | | | |

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| | 1/2/83 | 31/3/84 | 31/3/85 | 31/3/86 | 31/3/87 | 31/3/88 |
|--|--------|---------|---------|---------|---------|---------|
| <u>BLOCK 4 (Continued)</u> | | | | | | |
| <u>Area 32</u> | | | | | | |
| Replace floorcovering | x | | | | | |
| Provide door closer | x | | | | | |
| <u>Area 33</u> | | | | | | |
| Replace floorcovering | x | | | | | |
| Repair door | x | | | | | |
| Provide tower bolt and door closer | x | | | | | |
| <u>Area 35</u> | | | | | | |
| Repair hole in door and make good finish | x | | | | | |
| <u>Area 56</u> | | | | | | |
| Fix loose fluorescent light fitting | x | | | | | |
| Provide door stop | x | | | | | |
| <u>Area 61</u> | | | | | | |
| Repair door at bottom edge | x | | | | | |
| <u>Area 63</u> | | | | | | |
| Replace missing moulding at roof beam | x | | | | | |
| <u>Area 65</u> | | | | | | |
| Replace sash and stay | x | | | | | |
| <u>Area 66</u> | | | | | | |
| Fix loose board at hot water cylinder | x | | | | | |
| Provide toilet roll holder | x | | | | | |
| <u>Area 67</u> | | | | | | |
| Repair cracked window pane | x | | | | | |
| Finish at door | x | | | | | |
| <u>Area 68</u> | | | | | | |
| Finish doors | x | | | | | |
| Revarnish woodwork | x | | | | | |
| Repair walls | x | | | | | |

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Handwritten signature

AGREED PHASING OF WORK TO BE COMPLETED BY

| | 1/2/83 | 31/3/84 | 31/3/85 | 31/3/86 | 31/3/87 | 31/3/88 |
|--|--------|---------|---------|---------|---------|---------|
| <u>BLOCK 4 (Continued)</u> | | | | | | |
| <u>GENERAL</u> | | | | | | |
| Provide acceptable finish on doors where hardware has been repositioned | x | | | | | |
| Space fluorescent fittings off ceiling with 10mm clearance | x | | | | | |
| <u>BLOCK 5</u> | | | | | | |
| <u>Structural</u> | | | | | | |
| Strengthen structure of stand for overhead tanks to eliminate hazard to Block 5 | | x | | | | |
| <u>Exterior</u> | | | | | | |
| Replace exterior door, frame and facings | | | | | | |
| <u>BLOCK 6 (Pool and Changing Sheds)</u> | | | | | | |
| <u>Exterior</u> | | | | | | |
| Provide security fence around pool, with provision for fire service pumping access | | | | | x | |
| Repaint exterior woodwork of pumphouse | | | | | x | |
| <u>Interior</u> | | | | | | |
| Repair seating of change room | | | | | | |
| <u>Structural</u> | | | | | | |
| Secure loose blocks at top of walls | | | | | | |
| <u>BLOCK 7 (PE Store)</u> | | | | | | |
| <u>Exterior</u> | | | | | | |
| Paint roof and walls | | | | | | |
| <u>BLOCK 8 (Kiln Shed)</u> | | | | | | |
| Paint roof | | | | | | |

FBPA

| | 1/2/83 | 31/3/84 | 31/3/85 | 31/3/86 | 31/3/87 | 31/3/88 |
|--|--------|---------|---------|---------|---------|---------|
| <u>BLOCK 10</u> | | | | | | |
| <u>Structural</u> | | | | | | |
| Repile to MWD standards | X | | | | | |
| <u>Fire Protection</u> | | | | | | |
| Install fire protection equipment in accordance with contract documents for alterations | X | | | | | |
| <u>General</u> | | | | | | |
| Refurbish the exterior fire escape to MWD requirements | X | | | | | |
| Prime and finish coat all areas of flat roofing on Block 10 and area 20 of Block 4 | X | | | | | |
| Make good areas of external finish damaged by tradesmen to the general standard of the completed repaint | X | | | | | |
| <u>Interior</u> | | | | | | |
| <u>Area 36</u> | | | | | | |
| Upgrade heating to state school standards | X | | | | | |
| <u>Area 39</u> | | | | | | |
| Repair window sashes and hardware | X | | | | | |
| <u>Area 43</u> | | | | | | |
| Provide acceptable closing gap at top of door | X | | | | | |
| Remove paint off skirting or paint over | X | | | | | |
| Provide door stop | X | | | | | |
| Raise electrical junction box at end of bench and replace damaged parts above bench | X | | | | | |
| <u>Area 46</u> | | | | | | |
| Ease cupboard doors and secure laminate backing on wall | X | | | | | |
| <u>Area 47</u> | | | | | | |
| Provide ceiling manhole with suitable cover | X | | | | | |

ACREED PLANNING OF WORK TO BE COMPLETED BY

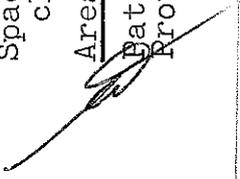
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|---|--------|---------|---------|---------|---------|---------|
| <u>BLOCK 10</u> (Continued) | | | | | | |
| <u>Area 49</u> | | | | | | |
| Complete paintwork - walls and door | X | | | | | |
| Fix light switch | X | | | | | |
| <u>Area 53</u> | | | | | | |
| Complete paintwork - sash and window frames | X | | | | | |
| <u>Area 72</u> | | | | | | |
| Fix closed sash at fire escape rail (obstruction) | X | | | | | |
| <u>Area 73</u> | | | | | | |
| Complete floorcoverings | X | | | | | |
| <u>Area 76</u> | | | | | | |
| Toilet wall - complete lining | X | | | | | |
| Renew manhole cover | X | | | | | |
| Shower - attend to sashes, fit door bolt, towel rail, coathook and shower curtain | X | | | | | |
| Provide bolts on toilet doors | X | | | | | |
| Repair leaking tap and secure loose taps | X | | | | | |
| Provide 2 towel rails in wash basin area | X | | | | | |
| <u>Area 81</u> | | | | | | |
| Attend to window sashes and doors | X | | | | | |
| <u>Area 82</u> | | | | | | |
| Replace fan and casement sashes at FIRE EXITS with single casement sash | X | | | | | |
| Provide sash stay bracket | X | | | | | |
| Upgrade heating to state school standards | X | | | | | |
| <u>Area 83</u> | | | | | | |
| Renew light switch at top of stairs | X | | | | | |
| Patch ceiling at water pipe | X | | | | | |
| <u>BLOCK 12</u> | | | | | | |
| <u>Exterior</u> | | | | | | |
| Correctly flash vents through roof | X | | | | | |

ASPA

[Signature]

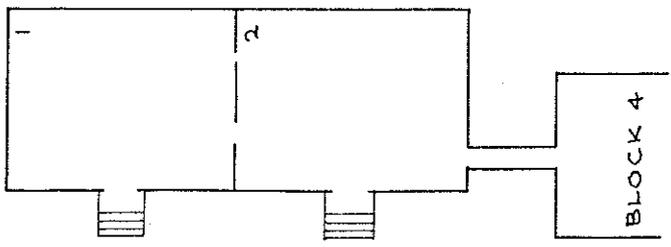
| | 1/2/83 | 31/3/84 | 31/3/85 | 31/3/86 | 31/3/87 | 31/3/88 |
|---|--------|---------|---------|---------|---------|---------|
| <u>BLOCK 12 (Continued)</u> | | | | | | |
| <u>Exterior</u> | | | | | | |
| <u>Electrical</u> | | | | | | |
| Replace switchboards with installation conforming to current standards | x | | | | | |
| Replace old TPS wiring | x | | | | | |
| <u>Fire Protection</u> | | | | | | |
| <u>Fire Alarm/Class Change</u> | | | | | | |
| Provide in the porch one call point and alarm bell connected to the school alarm system | x | | | | | |
| Provide a 9 litre water/gas fire extinguisher with instructional marker plate in foyer | x | | | | | |
| <u>Fire Equipment</u> | | | | | | |
| Provide FIRE EXIT signs in areas 81 and 83 which show that emergency exit is in area 82 | x | | | | | |
| <u>Area 86</u> | | | | | | |
| Provide door stops on both toilet doors | x | | | | | |
| <u>Area 87</u> | | | | | | |
| Upgrade heating to state school standards | x | | | | | |
| <u>Area 88</u> | | | | | | |
| Complete floor covering | x | | | | | |
| <u>Area 89</u> | | | | | | |
| Space fluorescent fittings off ceiling with 10 mm clearance | x | | | | | |
| <u>Area 89b</u> | | | | | | |
| Patch ceiling | x | | | | | |
| Provide door stop | x | | | | | |

JSPA

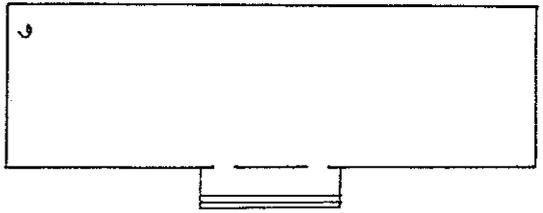


| | 1/2/83 | 31/3/84 | 31/3/85 | 31/3/86 | 31/3/87 | 31/3/88 |
|---|----------------------|----------------------------|----------|---------|---------|---------|
| <p><u>BLOCK 12 (Continued)</u></p> <p><u>Area 90</u> Reposition wash hand basin and provide taps suitable to the basin Provide door closer and kickplate Provide paraplegic hand rail</p> <p><u>FIRE PROTECTION GENERAL</u> <u>Fire Equipment</u> All hose reels, associated tubing and fittings must comply with NZS 4503 and 4504</p> <p><u>Fire Alarm System</u> The fire alarm system should be disconnected from the fire service receiver when hostel block becomes part of school buildings (cost saving) Maintain fire service vehicular access to swimming pool</p> <p><u>BUILDING REQUIREMENTS</u> Provide the following by new construction or remodelling</p> <p>Gymnasium of 334m² Physical education store of 12.5m² Equipment bay of 28m² Changing room block of 40m² Outside physical education store of 19m² Dangerous goods store (if required) of 9m² Advanced laboratory of 84m² Physics prep room of 19m²</p> | <p>x x x</p> | <p>x</p> <p>x</p> <p>x</p> | <p>x</p> | | | |

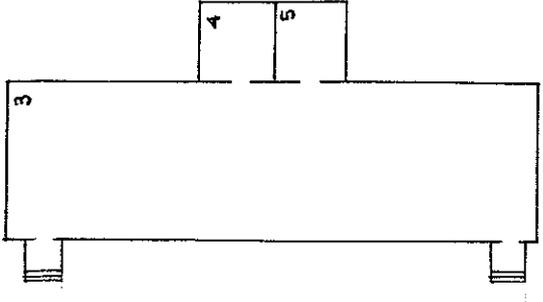
J. B. P. A.



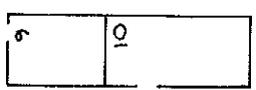
BLOCK 1
ROOM AREA
 1 CLASSROOM 64.40m²
 2 CLASSROOM 64.40m²
TOTAL AREA = 141.10m²



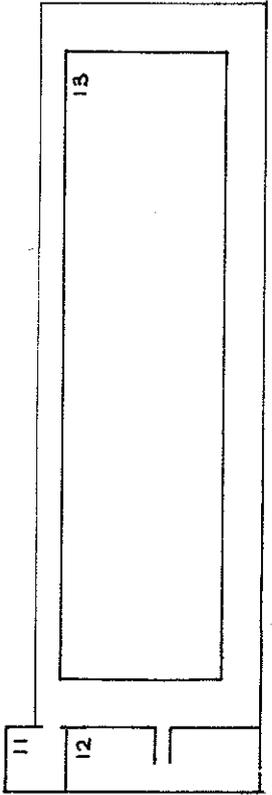
BLOCK 2
ROOM AREA
 6 ART & CRAFT 130.6m²



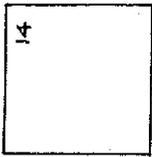
BLOCK 3
ROOM AREA
 3 HOME ECONOMICS } 152.3m²
 4 STORE }
 5 STORE }



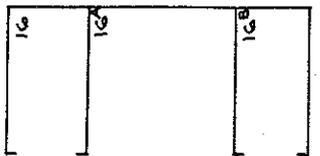
BLOCK 4
ROOM AREA
 9 PUMP HOUSE 14.30m²
 10 SHED 26.88m²
TOTAL AREA = 26.88m²



BLOCK 5
ROOM AREA
 11 PUMP & FILTER SHED 157.50m²
 12 DRESSING SHED
 13 SWIMMING POOL
TOTAL AREA OF SHEDS = 27.10m²



BLOCK 6
ROOM AREA
 14 SHED 34.8m²



BLOCK 7
ROOM AREA
 16A GARAGE
 16B GARAGE
 16C GARAGE

TOTAL AREA = 164.36m²



BLOCK 8
ROOM AREA
 15 KILN SHED 3.42m²

| | | | |
|-------------|------------------|--------|---------------------|
| Drawing No: | EIS 106 02 | Scale: | 1:300 |
| Date: | 13 FEBRUARY 1980 | | SHEET 2 OF 5 SHEETS |
| Revision | 10 JUNE 1981 | Drawn: | ABP |
| | 24 AUGUST 1981 | | |

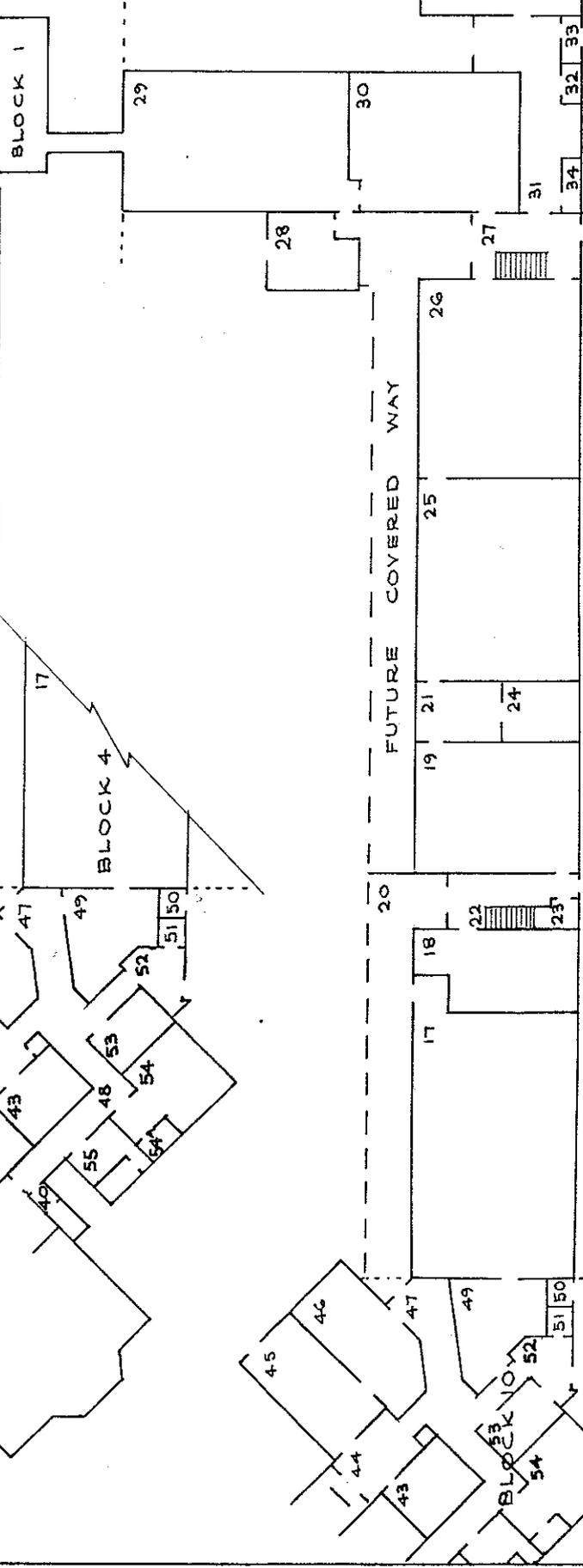
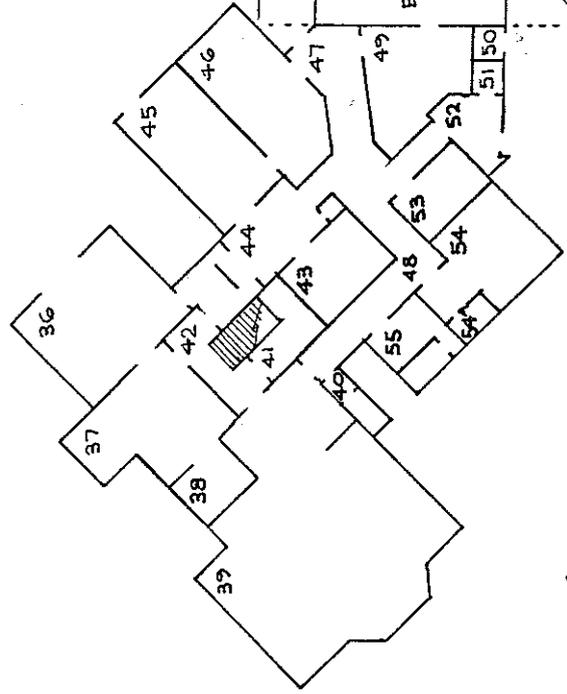
DEPARTMENT OF EDUCATION
 buildings division: integration of private schools
 School: MARIAN COLLEGE, CHRISTCHURCH

ABP

BLOCK 10 GROUND FLOOR

| ROOM | AREA | ROOM | AREA |
|----------------------|---------------------|----------------------|---------------------|
| 36 PRINCIPAL | 21m ² | 47 SEN. MISTRESS | 20.90m ² |
| 37 OFFICE | 19m ² | 48 PASSAGE | |
| 38 WAITING | 4.37m ² | 49 PASSAGE | |
| 39 STAFFROOM/KITCHEN | 15.68m ² | 50 CLOTHING RESOURCE | 20.0m ² |
| 40 STAFF TOILET | | 51 SWITCH ROOM | |
| 41 STORE | 6.37m ² | 52 TOILET | |
| 42 STAIRS | | 53 WASH ROOM | 7.10m ² |
| 43 PLAN PRINTING | 10.55m ² | 54 CARETAKER | 16.15m ² |
| 44 FOYER | | 55 SICK BAY | |
| 45 DEP. PRINCIPAL | 19.84m ² | 56 TOILET | |

TOTAL AREA = 316.6m²



BLOCK 4 GROUND FLOOR

| ROOM | AREA | ROOM | AREA |
|--------------|--------------------|--------------|--------------------|
| 17 CLOTHING | 89.5m ² | 29 CLASSROOM | 62.8m ² |
| 18 TUCKSHOP | 26.6m ² | 30 SEMINAR | 50.0m ² |
| 19 SEMINAR | 44.4m ² | 31 CLOAKS | |
| 20 WALKWAY | | 32 TOILET | |
| 21 FOYER | | 33 TOILET | |
| 22 STAIRS | | 34 CLEANER | |
| 23 LANDING | 11.2m ² | 35 CLASSROOM | 66.6m ² |
| 24 RESOURCE | 67.3m ² | | |
| 25 CLASSROOM | 66.6m ² | | |
| 26 CLASSROOM | | | |
| 27 STAIRS | | | |
| 28 DEAN | 11.8m ² | | |

TOTAL AREA = 638.83m²

DEPARTMENT OF EDUCATION

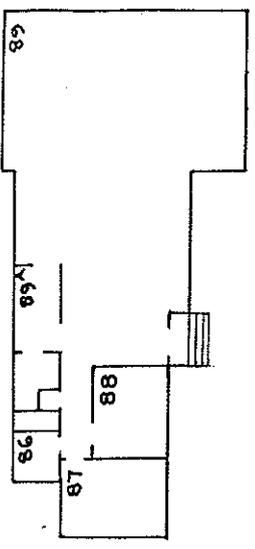
buildings division: integration of private schools
 School: MARIAN COLLEGE, CHRISTCHURCH

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|-------------|------------------|---------------------|-------|
| Drawing No: | EIS 106 03 | Scale: | 1:300 |
| Date: | 13 FEBRUARY 1980 | | |
| Revision | 11 JUNE 1981 | SHEET 3 OF 5 SHEETS | |
| | 28 AUGUST 1981 | Drawn: | SES |

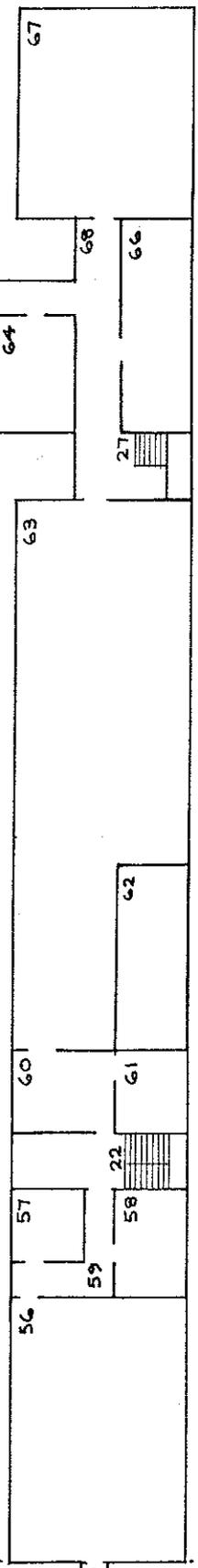
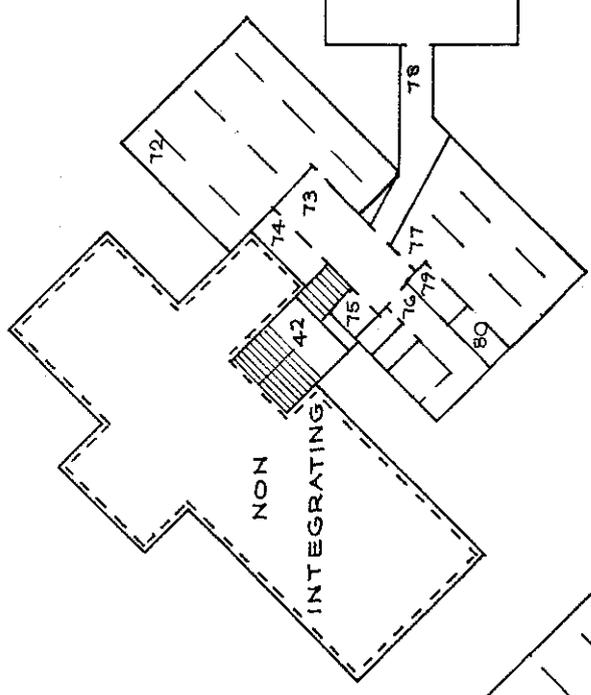
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- ROOM AREA
 T2 TEACHERS' WORKROOM 44 m²
 T3 CORRIDOR
 T4 CUPBOARD
 T5 CUPBOARD
 T6 TOILETS, SHOWER
 T7 EQUIPMENT RESOURCE 32.05 m²
 T8 CORRIDOR
 T9 CUPBOARD
 80 CUPBOARD

TOTAL INTEGRATED AREA = 143.47 m²
TOTAL AREA = 292.53 m²



- BLOCK 12
ROOM AREA
 86 GIRLS' TOILETS
 87
 88
 89A MUSIC 136 m²
TOTAL AREA = 129.56 m²

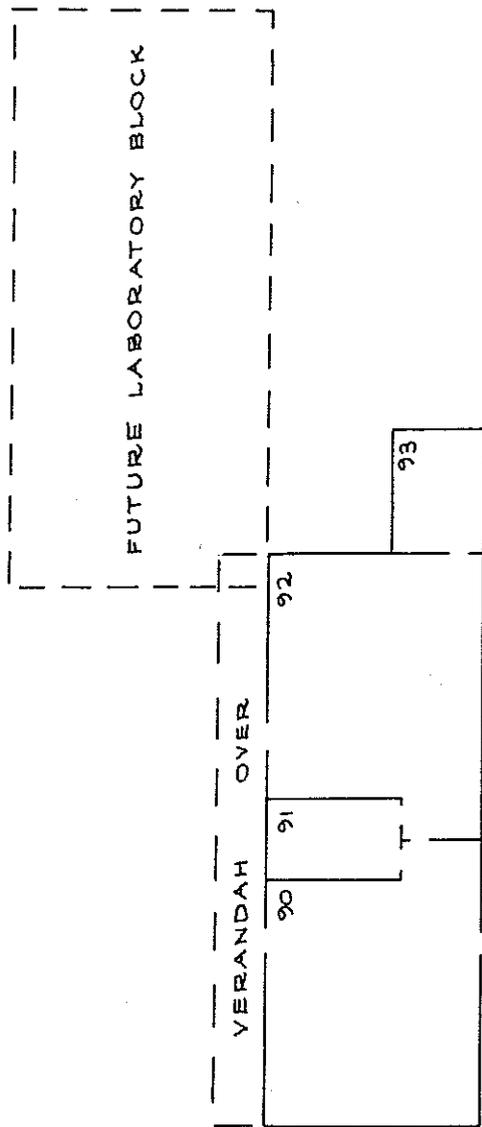


- ROOM AREA
 56 TYPING STORE 85.8 m²
 57 GIRLS' TOILETS 12.0 m²
 58 CORRIDOR
 59 BAGS
 60
 61 GIRLS' TOILETS
 62 LIBRARY WORKROOM 171.7 m²
 63 LIBRARY 19 m²
 64 DRAMA STORE 92 m²
 65 DRAMA
 66 GIRLS' TOILETS
 67 CLASSROOM 66.6 m²
 68 CORRIDOR

TOTAL AREA = 610.51 m²

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| | | | |
|-------------|------------------|--------|---------------------|
| Drawing No: | EIS 106 04 | Scale: | 1:300 |
| Date: | 13 FEBRUARY 1980 | | SHEET 4 OF 5 SHEETS |
| Revision | 11 JUNE 1981 | Drawn: | slf |
| | 28 AUGUST 1981 | | |



| ROOM | AREA |
|------------------------|----------------------|
| 90 BIOLOGY LAB. | 78.85 m ² |
| 91 PREP. ROOM | 18.73 m ² |
| 92 GENERAL SCIENCE | 78.85 m ² |
| 93 BULK CHEMICAL STORE | 16.45 m ² |

TOTAL AREA = 221.89 m²

J. B. P. J.

DEPARTMENT OF EDUCATION
 buildings division: integration of private schools
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| | | | |
|-------------|----------------|---------------------|-------|
| Drawing No: | E15 106 05 | Scale: | 1:300 |
| Date: | 31 AUGUST 1981 | SHEET 5 OF 5 SHEETS | |
| Revision | | Drawn: <i>lee</i> | |