

THIS DEED OF AGREEMENT is made the 30th day of March One thousand nine hundred and eighty-three (1983)

BETWEEN THE NEW ZEALAND MARIST BROTHERS TRUST BOARD

a body corporate registered under the Charitable Trusts Act 1957 (hereinafter with its successors referred to as "the Proprietor") of the first part

AND HER MAJESTY THE QUEEN acting by and through the Minister of Education (hereinafter referred to as "the Minister") of the second part

WHEREAS:

- A** The Proprietor is the owner of **Sacred Heart College, AUCKLAND**, (hereinafter referred to as "the School")
- B** The School is a Roman Catholic Secondary Boarding and Day School for boys from Form Three (III) to Form Seven (VII) with an attached Intermediate Department offering Education with a Special Character.
- C** The School was established in 1903 and up to the effective date of integration was conducted and staffed in part by members of the Roman Catholic Religious Order of Men known as the Marist Brothers of the Schools. The Marist Brothers bring to the School the special characteristics of their Order as are more particularly described in the **Sixth Schedule** hereto. The said Order will continue after the effective date of integration to offer teaching staff to the School, so long as it has members available for that purpose.
- 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.

*D.T. Ryan
D.M. Dunn*

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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 except the boarding establishment 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

D T. Ryan
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- (i) The School premises and all the chattels and other assets associated with the School premises shall be available for use by the boarders (boarders are those pupils who attend the Proprietor's boarding establishment which is not part of the integrated School) for preparatory study and research or other similar use and recreational purposes during non-school time **PROVIDED THAT** the Proprietor shall contribute to the lighting and heating costs according to such use.
- (ii) At the request of the Proprietor, the Board of Governors may grant the use of the School premises and chattels to the Proprietor or other person or persons at any time when the School premises and chattels are not required for school or boarding purposes and the Board of Governors shall not unreasonably or arbitrarily withhold its consent. The Board of Governors may require the Proprietor or other person or persons to pay a reasonable fee to the Board of Governors as a condition of such use.
- (iii) With the consent of the Proprietor, the Board of Governors may grant the use of the School premises or chattels to other person or persons at any time when the School premises and chattels are not required for School or boarding purposes and the Proprietor shall not unreasonably or arbitrarily withhold its consent. The Board of Governors may require any such person or persons to pay a reasonable fee to the Board of Governors as a condition of such use.
- (iv) The Board of Governors may with the consent of the Proprietor use for school purposes part or parts of the land and buildings and chattels retained by the Proprietor as the boarding establishment and the Proprietor shall not unreasonably or arbitrarily withhold its consent where the time of use does not conflict with the use of the same for boarding purposes and the use itself contributes to the maintenance of the Special Character of the School.
- (v) As at the effective date certain chattels used in conjunction with the School and not purchased with money appropriated

D. T. Ryan
T. M. B.

by Parliament represent donations presentations or loans to the School and/or have some special intrinsic and/or historic value and it is acknowledged that such chattels shall remain the exclusive property or responsibility of the Proprietor notwithstanding that the Proprietor may continue to allow the School the use of them. Such chattels are more particularly described in the **Fourth Schedule** hereto (hereinafter referred to as "the Proprietor's chattels").

- (c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
- (d) The Proprietor shall plan, pay for, and execute the improvements described in the **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.

D.T. Ryan
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- (g) The Proprietor shall insure all the buildings forming part of the School premises and the Proprietor's chattels 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.
- (i) The Proprietor's adjoining boarding establishment is not being integrated and accordingly the Proprietor shall be entitled to pay to persons employed at the School who accept secondary employment with the Proprietor fair and reasonable remuneration for boarding duties and/or work in respect of the boarding establishment. In the case of the Principal the Proprietor shall also be entitled to pay fair and reasonable remuneration for the general supervision of the whole of the boarding establishment.

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.

D.T. Ryan
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5. THE Special Character of the School is that it is a Roman Catholic School for boys established by the Marist Brothers of the Schools for the Roman Catholic community of the Diocese of Auckland 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 Auckland

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 it by the Private Schools Conditional Integration Act 1975, if in the opinion of the Proprietor the Special Character of the School as defined and described in this Deed of Agreement has been or is likely to be jeopardised or the Education with a Special Character provided by the School as defined and described in this Deed of Agreement is no longer preserved and safeguarded.

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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 Auckland Education District
 - (ii) One (1) member elected by the teachers of the School
PROVIDED HOWEVER that no member so elected may be appointed a Chairman or Deputy Chairman of the Board.
 - (iii) Five (5) members elected by the parents of the pupils attending the School.
 - (iv) Four (4) members who shall be representatives of the Proprietor and appointed by it.
- (b) Any election conducted pursuant to Section 8(5) of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the Secondary School Boards Administration and Employment Regulations 1965 and any regulations made in amendment thereof or substitution therefor and the provisions of those Regulations shall, with any necessary modification, be applied accordingly.
- (c) The control and management of the School shall be exercised subject to the provisions of Section 25(6) of the Private Schools Conditional Integration Act 1975.

8. THE School had a roll of five hundred and thirty-three (533) pupils in Forms III - VII as at the 1st day of July 1982 and a roll of one hundred and thirty-four (134) pupils in Forms I - II as at the 30th day of September 1982, both dates being the year when roll figures were last compiled. It is agreed

D T. Ryan
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by and between the parties hereto that the maximum roll of Forms III - VII of the School shall be five hundred and ninety (590) pupils of whom no more than four hundred (400) shall be day pupils and of Forms I - II of the School shall be one hundred and forty (140) pupils all of whom shall be day pupils.

9. THE Proprietor agrees that pursuant to **paragraphs (d) and (e) of Clause 3** of this Deed of Agreement it will bring the School up to the minimum standard of accommodation laid down from time to time by the Director-General for a comparable State School.

- 10. (a) PREFERENCE** of enrolment at the School under Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be given only to those children whose parents have established a particular or general religious connection with the Special Character of the School and the Controlling Authority shall not give preference of enrolment to the parents of any child unless the Proprietor has stated that those parents have established such a particular or general religious connection with the Special Character of the School.
- (b) In accordance with Section 7(6)(h) of the Private Schools Conditional Integration Act 1975 unless the Proprietor and the Regional Superintendent of Education otherwise agree and subject to places being available, the number of pupils whose parents do not have a preference of enrolment at the School in accordance with the provisions of Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to thirty seven (37) 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.

D.T. Ryan
Book B



- (c) Pupils who attend the Proprietor's boarding establishment shall be entitled to be enrolled at the School PROVIDED THAT a pupil who would not have preference of enrolment by virtue of these presents shall not have preference of enrolment by reason only of his attendance at the Proprietor's boarding establishment.
- (d) Wherever any difficulty arises related to enrolment at the School in terms of the Private Schools Conditional Integration Act 1975, it may be referred to the appropriate Secondary Enrolment Review Committee.

11. **IT** is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School, Religious observances and Religious instruction in accordance with the determination made from time to time by the Roman Catholic Bishop of the Diocese of Auckland shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Conditional Integration Act 1975.

12. **THE** Proprietor, together with its servants, agents and licensees, shall, subject to the proviso to Section 40(2)(i) of the Private Schools Conditional Integration Act 1975, have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained.

13. **THE** Proprietor, together with its servants, agents and licensees, shall have at all reasonable times access to the land and buildings of the School constituting the School premises sufficient to enable it to exercise the powers and carry out the responsibilities vested in it and imposed on it by the Private Schools Conditional Integration Act 1975 and by this Deed of Agreement.

D.T. Ryan
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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 and shall, provided that the Proprietor and the Controlling Authority agree, state that a willingness and ability to assume responsibility to the Proprietor for the daily control and administration of the Proprietor's boarding establishment and for the development and conduct of the boarding pupils shall be conditions of appointment and may state that a willingness and ability to assume responsibility to the Proprietor for the general supervision of the whole of the School property (excluding the integrated School premises for which the Principal is responsible to the Board of Governors) shall be a condition of appointment. Any person so appointed to the position of Principal shall accept these requirements as a condition of appointment. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.

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

16. THERE shall be a position at the School to be designated Director of Religious Studies in accordance with Section 65(1)(b) of the Private Schools Conditional Integration Act 1975, which position shall be a position of responsibility and part of the normal staffing entitlement of the School as established by Regulations made under the Education Act 1964 and an advertisement for that position shall state that a willingness and ability to take part in Religious 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.

D.T. Ryan
Dorothy B.



17. A person appointed as aforesaid to the position of Director of Religious Studies at the School shall undertake such teaching duties, if any, as may be required by the Principal of the School.

18. THE position of Head of the Intermediate Department and two (2) other positions in the Intermediate Department shall in accordance with Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 be designated positions of importance carrying a responsibility for Religious instruction and an advertisement for these 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 persons so appointed to these positions shall accept these requirements as a condition of appointment. In the event of the staffing entitlement of the Intermediate Department altering at any time during the currency of this Deed of Agreement, the number of positions other than Head of the Intermediate Department designated positions of importance carrying responsibility for Religious instruction shall be assessed in accordance with the **Fifth Schedule** hereto.

19. THE staffing entitlement of the Form III to Form VII section of the School as at the 1st day of March One thousand nine hundred and eighty two (1982) was twenty-six decimal two zero (26.20) positions (excluding the Principal and the Director of Religious Studies) of which there shall be ten (10) 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 persons so appointed to these positions shall accept these requirements as a condition of appointment. In the event of the staffing entitlement of the Form III to Form VII section 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

D.T. Ryan
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1975 as positions of importance carrying a responsibility for Religious instruction shall be in the same proportion to the nearest whole number of the other teaching positions as ten (10) is to twenty-six decimal two zero (26.20) as hereinbefore provided.

20. 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.

21. THE Proprietor may with the consent of the Board of Governors in accordance with Section 69(1) of the Private Schools Conditional Integration Act 1975 arrange for any retired teacher to undertake voluntary tasks to assist in the School with the teaching of Religious observances and Religious instruction appropriate to the Special Character of the School.

22. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School the Proprietor may employ any person as a Chaplain or otherwise, for the purposes of Religious observances or instruction and the provisions of Section 69(2) and (3) of the Private Schools Conditional Integration Act 1975 shall apply.

23. IT is agreed by and between the parties hereto that the Proprietor shall have the right at its sole discretion to refuse residential enrolment as a boarder to any child and shall have the right to require parents or other persons accepting responsibility for any child to remove that child from the boarding establishment.

D. T. Ryan
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24. **THE** Proprietor of the School shall have the right to enter into an Agreement with the parents or other persons accepting responsibility for the education of a child providing that, as a condition of enrolment and attendance of that child at the School, the parents or other persons shall pay attendance dues established in respect of the School or group of Integrated Schools owned by the Proprietor or Proprietors of other Roman Catholic Integrated Schools at such rates and subject to such conditions as may be approved from time to time by the Minister, by notice in the New Zealand Gazette in accordance with Section 36 of the Private Schools Conditional Integration Act 1975.

25. **THE** School is a Secondary Boarding and Day School for boys from Form Three (III) to Form Seven (VII) with an attached Intermediate Department and shall remain so until such time as an agreement to a change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto enter into a supplementary Deed of Agreement to give effect thereto.

26. **WHERE** any of the costs associated with the conduct of the Proprietor's land and buildings that are not part of the School premises cannot be separated from the costs associated with the operation of the School premises, the Proprietor and the Board of Governors shall contribute to such costs according to their respective use of the services and facilities.

27. **IT** is acknowledged by and between the parties hereto pursuant to clause 26 hereof that certain of the services and facilities on or serving the Proprietor's land and buildings and 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 accessways from West Tamaki Road and Crossfield Road, the water supply, the power 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 26 hereof. If practicable the

D.T. Ryan
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power supply to the School premises shall be separately metered at the expense of the Proprietor. Where such services or facilities are wholly or partly situated outside the School premises the Proprietor will continue to make such services or facilities available to the School premises. 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.

28. 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.

29. WITH the agreement of the Board of Governors the Proprietor may receive and issue receipts for the amounts payable to the Board of Governors by the parents of the pupils. Any moneys collected by the Proprietor on behalf of the Board of Governors shall be accounted for to the Board of Governors.

30. 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.

31. THE Proprietor agrees to make available Areas 1, 2, 3, 4, 5, 6, 7, 9 and 13 in Block A more particularly delineated on Drawing number E15 086 02 forming part of the **Third Schedule** hereto and used for school administration purposes for the use of the school until such time as the new facilities are provided in terms of the said **Third Schedule** hereto.

D. T. Ryan
D. T. R.



32. **THE** Proprietor agrees to make available Areas 132 to 138 and 140 to 145 in the hostel more particularly delineated on Drawing number E15 086 08 forming part of the **Third Schedule** hereto and used for shower and changing facilities until such time as the new gymnasium is completed in terms of the said **Third Schedule** hereto.

33. **THE** Proprietor agrees to maintain the areas more particularly described in **clause 31** and **clause 32** so as to meet Department of Education and Ministry of Works and Development requirements during the period of their use by the School. The Controlling Authority shall be responsible for the running or operating costs associated with the use of the said areas in particular the power supply, water, sewerage, drainage and cleaning costs.

34. **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.

35. **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.

36. **THE** Minister shall subject to **clause 3(d)** and **(e)**, **clause 28** and **clause 33** of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State School and subject to **clause 3(b)(v)**

D.T. Ryan
D.o.s. B



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.

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

38. 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.

D.T. Ryan
D.m.12



THE COMMON SEAL of THE NEW)
ZEALAND MARIST BROTHERS TRUST)
BOARD was hereunto affixed by and in)
the presence of:-)

D.T. Ryan

Trustee

D. T. R.

Trustee

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

Wellington

M. J. Tolka
12 Hohiva Road
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 New Zealand Marist Brothers' Trust Board, situate in West Tamaki Road, Glen Innes, Auckland, being known as **Sacred Heart College, Auckland**, and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

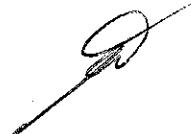
All that freehold parcel of land containing 21.8891 hectares more or less being Lot 2 on Deposited Plan 45876 and Parts Allotments 15 and 92 District of Tamaki part being more particularly shown as Lot 60 Deposited Plan 18394 and being all the land comprised and described in Certificate of Title Volume 24D Folio 1213 North Auckland Registry

SUBJECT TO:

1. Mortgage 137661.1 to the State Advances Corporation of New Zealand.
2. Mortgage 193319.3 Mortgage to Auckland Savings Bank.
3. Mortgage 193319.4 Mortgage to Housing Corporation of New Zealand.
4. Memorandum of Priority 193319.5 making mortgage 193319.3 a first mortgage and mortgage 137661.1 a second mortgage.
5. Easement 379048.1 over part in favour of the Auckland Electric Power Board.

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

D. T. Ryan
D. T. Ryan



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 **RESERVING NEVERTHELESS** full rights of ingress and egress to and from those areas outside the integrated area over the accessways shaded in yellow on the said plan from and to West Tamaki Road and Crossfield Road **AND FURTHER RESERVING** to the Proprietor the right to enter upon so much of the school premises as may be necessary to effect the installation, laying, relaying, maintenance or repair and use of any gas, high pressure water, storm water, sewerage, electric power or telephone pipes, conduit lines or cables serving the non-integrating areas.

D.T. Ryan
T.B.M. B



SACRED HEART COLLEGE, GLEN INNES

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 workmanlike manner to the Department of Education standards.

THIRD SCHEDULE

AGREED PHASING OF WORK TO BE COMPLETED BY

SITE	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Incinerator</u>						
Provide a suitable flue 6-8 metre high with ash arrester, butterfly damper, barometric draught controller all in suitable grade stainless steel						
Provide pipe supports and wire cage with lockable gates	x					
Provide galvanised iron roof on timber frame	x	x				
<u>Driveways and Sealed Areas</u>						
Replace all existing cracked concrete with new concrete						
Increase width of path from Block N to Block L to 1.8m				x	x	
Provide overcoating and concrete edging to sealed area between Blocks I and J			x			
Provide concrete edge kerbing and recoat fracturing surface of Block I centre court				x		
Spray weeds to all driveway edges to Block I and F					x	
Repair and reseal area from gate to road					x	
Reseal whole drive					x	
Upgrade metal road north from Block K to incinerator and provide concrete kerbs					x	
Phase our north ends of road to 5.0m width of Block K apron					x	

SITE	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Driveways and Sealed Areas (contd)</u>						
Treat edges of sealed court between hostel and library for weeds and patch and reseal damaged seal north end						
Reseal the sealed area	x					
Reseal parking bay by library						x
Upgrade cycle shed metal drive and provide falls to yard sump, clean out yard sump		x				x
Reseal from gate to road and provide a kerb to west side of entrance drive to library			x			
Repair fractures and reseal area adjacent to cycle shed access	x	x				
Fill all kerb stone joints both sides of drive to library	x	x				
Reform concrete path to east entrance Block B	x	x				
Repair and reseal washed out patch west side opposite library carpark	x	x				
Treat grass edges to north and east sides of seal north of Block F lower ground floor and repair and reseal fractured patches	x	x				
Reseal whole area north of Block F Sealed Court (between Blocks E and F Basketball courts)	x	x				
Spray weeds on edges and provide concrete kerbs			x			
Repair and reseal fractured areas of the whole court			x			
Make good the seal edge to concrete ramps on north side Reseal whole court and remark basketball lines			x			
<u>Sealed ramp</u> (adjacent to west end of Block E)			x			
Spray weeds on all edges			x			
Repair and reseal fractured patches			x			
Reseal whole ramp surface Sealed area (large area north of Block C)			x			
Spray weeds on all edges			x			
Repair and reseal all fractured areas and the edging adjacent to staffroom garden wall			x			
Dig out service trench line near west end of area back fill with hard fill and reseal			x			
Reseal whole surface Concrete path (south of Block E)			x			
Spray all weeds			x			
Repair and replaster steps at west end of the path Main sealed carpark (north of hall between Block C and Chapel)			x			
Repair and reseal all fractured patches			x			

D.T. Ryan
Bos. M.

SITE (contd)	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Spray weeds and patch seal round all edges of carpark Reseal whole carpark	x					
<u>Driveaway</u> (main entrance gate to admin and round north end of chapel to main carpark)						x
Rebuild base-course and completely reseal main entrance drive from council kerb to first curve	x					
Repair and patch all fractured areas and reseal Spray weeds on all edges	x	x	x			
Rebuild damaged areas north of chapel	x	x	x			
Reseal whole surface and remark General						
Clean out all yard and road sumps	x					
Tennis Courts						
Retie bottom wires and strain		x				
Repair gates and upgrade mesh		x	x			
Spray weeds on perimeters		x	x			
Provide extra strainer wires and clip mesh		x	x			
Reseal whole surface and remark						
Replaster chipped treads to steps and provide suitable handrail				x		
Ramp to <u>field</u> (west of tennis courts)					x	
Provide pipe rail to top of supports east side of ramp						x
Perimeter fencing and gates						
Upgrade all boundary fencing and gates to state school standards				x		
Playing field grounds						
Apply fertiliser to all fields at least twice a year						
Spray fields to eradicate weeds for 2 years and spot spray third year Oct-Nov period				x		
Level out depressions with good top soil and apply fertiliser and grass seed to the goal mouth areas every year					x	
Under sow all fields after weeds eradicated for the next 3 years					x	
Provide better subsoil drainage by mole plough drainage or deep slicing every second year					x	x

SACRED HEART COLLEGE, GLEN INNES

4 AGREED F SING OF WORK TO BE COMPLETED BY

D.T. Ryan D.M.B.

BLOCK AInteriorArea 16

- Replace damaged ceiling sheet
- Provide manhole covers to ceiling
- Repair damage to 'Modernfold' door
- Sand polyurethane and remark floor
- Repaint and varnish walls, columns and ceiling

Area 17 (Stage)

- Repair, sand and resurface stage floor
- Repaint walls and ceiling of stage area
- Area 17 (Stage access south)
- Repair plaster work to walls
- Provide second wire to stair counter-balance
- Replace broken light switch
- Repair understage side vents
- Replace carpet with sheet vinyl to landings
- Revarnish stairs
- Repaint walls and ceiling

Area 17 (Stage access north)

- Repair damaged plasterwork
- Provide counter balance wires to stairs
- Revarnish stairs
- Provide vinyl to landings
- Repaint walls and ceilings

ExteriorCovered ways (b-g and g-h)Roofs

- (b-g)
- Replace broken ceiling sheets
- Check and repair roof framing if water damaged
- Replace missing bulkhead light shades
- Plaster surface fractures to concrete paving in front of dining area
- Repaint ceilings, supports and fascia
- (g-h)
- Replace broken and damaged ceiling sheets
- Check and repair roof framing if water damaged
- Replace softboard in glass fronted display cabinets
- Reglaze the high light to stage access north end with georgian wired glass

	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Area 16</u>		x				x
Replace damaged ceiling sheet						
Provide manhole covers to ceiling						
Repair damage to 'Modernfold' door						
Sand polyurethane and remark floor		x				
Repaint and varnish walls, columns and ceiling						
<u>Area 17 (Stage)</u>		x				
Repair, sand and resurface stage floor						
Repaint walls and ceiling of stage area	x	x				
<u>Area 17 (Stage access south)</u>						
Repair plaster work to walls	x	x				
Provide second wire to stair counter-balance	x	x				
Replace broken light switch	x	x				
Repair understage side vents	x	x				
Replace carpet with sheet vinyl to landings	x	x				
Revarnish stairs	x	x				
Repaint walls and ceiling	x	x				
<u>Area 17 (Stage access north)</u>						
Repair damaged plasterwork	x	x				
Provide counter balance wires to stairs	x	x				
Revarnish stairs	x	x				
Provide vinyl to landings	x	x				
Repaint walls and ceilings	x	x				
<u>Exterior</u>						
<u>Covered ways (b-g and g-h)</u>						
<u>Roofs</u>						
(b-g)						
Replace broken ceiling sheets						
Check and repair roof framing if water damaged						
Replace missing bulkhead light shades						
Plaster surface fractures to concrete paving in front of dining area						
Repaint ceilings, supports and fascia						
(g-h)						
Replace broken and damaged ceiling sheets						
Check and repair roof framing if water damaged						
Replace softboard in glass fronted display cabinets						
Reglaze the high light to stage access north end with georgian wired glass						

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	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK A</u>						
<u>Exterior</u> (contd)						
Repaint all ceilings supports, fascias and display boards						
North wall	x					
Bell frame		x				
Repair or replace bell frame			x			
Rust kill and paint metal bearings and bell rod and lubricate		x	x			
Reconnect rope to bell ringer arm			x			
Hall area				x		
Replace missing and damaged under floor vents in plaster wall	x					
South Wall		x				
Repair damaged downpipe			x			
Repaint egress doors from hall				x		
Roof					x	
Water blast all fibrolite surfaces, repair all defects and overcoat with 'Alumastic' or similar				x		
Replace gutter liners with Neuchatel asphalt				x		
Overlay all projecting concrete eaves down to underside weather grooves					x	
Make good all water damage to soffit of eave projections and paint				x		
<u>Structural</u>						
Investigate and strengthen hall section to MWD requirements						x
Upgrade hall section within 30 years						
<u>Mechanical</u>						
<u>Areas 16 and 17</u>						
Upgrade heating to state school standards with adequate permanently wired heating on time switch and thermostat control					x	
<u>Electrical</u>						
<u>Areas 16 and 17</u>						
Upgrade lighting to state school standards					x	

*D.T. Ryan**D.M.R.*

		31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>(7) BLOCK A</u>	<u>Electrical (contd)</u>						
Area 16	Provide time switch and thermostat control to heating						
Area 17	Replace covers on floor mounted socket outlets	x					
	Replace stage lighting system	x					
<u>Fire Protection</u>							
Means of Egress	Remove existing locks and install a set of panic bolts on the double doors adjacent to the hall stage	x					
	Install approved lock sets on 4 doors from the hall stage to the dining room end of the hall and indicate the above doors with EXIT signs	x					
	Dismantle the mortice locking tongues on the hall stage exit doors	x					
	Install a hose reel with 25m of 12mm hose on the stage	x					
<u>Fire Alarm</u>	Provide a low voltage fail safe alarm/bell system with a call point and bell in the Hall area						
<u>Emergency Lighting</u>	Install an emergency lighting system in the hall	x					
General	Remove combustible rubbish from storage area under hall stage	x					
	Repair damaged plaster wall linings in exit way from side of stage	x					
<u>BLOCK B</u>							
<u>Interior</u>							
Area 18	Repaint walls and ceiling (half cost to be met by department)						
Area 19	Provide vinyl floor covering	x					
Area 20	Replace broken and missing louvre blades	x					
	Provide capping to Lamiwall above urinal	x					

BLOCK B	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Interior</u>						
<u>Area 19</u> (contd)						
Provide vinyl on uncovered area of floor	x					
Repaint storage cupboard		x				
Repaint walls and ceiling (half cost to be met by department)	x					
<u>Area 20</u>						
Remove all combustible material						
Repaint walls and ceilings (half cost to be met by department)	x					
<u>Area 23</u>						
Replace broken louvre locking mechanisms						
Resurface chalkboards and teachers platform						
Repaint and varnish walls and ceiling (half cost to be met by department)	x					
<u>Area 24</u>						
Replace broken louvre locking mechanisms						
Resurface chalkboards	x					
Replace display board	x					
Repaint and varnish walls and ceilings	x					
<u>Areas 25, 26 and 27</u>						
Replace broken louvre locking mechanisms						
Replace damaged power point adjacent door in area 25						
Resurface chalkboards	x					
Replace six worn carpet tiles in doorway						
Repaint and varnish walls and ceilings (half cost to be met by department)	x					
<u>Area 28</u>						
Replace broken louvre locking mechanism						
Repair damaged plasterwork to rear wall and touch up repairs with paint to match existing						
Resurface chalkboards	x					
Repaint and varnish walls and ceiling (half cost to be met by department)	x					
<u>Area 29</u>						
Repair holes in ceiling and touch up paint	x					
Repair damage to side benches	x					
Repaint and varnish ceilings and fittings (half cost to be met by department)	x					

D.T. Ryan D.M.B

	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK B</u> <u>Interior</u> (contd)						
Area 30						
Repaint and varnish walls and ceiling						
Area 31						
Replace broken window winder cords	x					
Replace perished curtains	x					
Repaint and varnish walls and ceiling	x					
Area 32						
Replace broken window winder cords						
Repaint and varnish walls and ceiling (half cost to be met by department)	x					
Area 33						
Repaint and varnish walls and ceiling (half cost to be met by department)	x					
Area 34						
Repaint shelves						
Repaint and varnish walls and ceilings (half cost to be met by department)	x					
Area 35						
Provide lockable storage cupboard for dangerous chemicals	x					
Resurface bench tops						
Overlay window sills with hardboard and treat with 'Imperite' or similar	x					
Provide vinyl in doorway to area 32	x					
Repaint and varnish walls ceilings and fittings (half cost to be met by department)	x					
Area 36						
Repair and resurface all bench tops and cupboard fronts	x					
Repaint and varnish walls ceilings and fittings (half cost to be met by department)	x					
Area 38						
Repaint walls and ceilings (half cost to be met by department)	x					
Area 39						
Replace broken coat hook	x					
Repaint walls and ceilings (half cost to be met by department)	x					

<u>D.T. Ryan</u>	<u>Bond</u>	<u>BLOCK B Interior (contd)</u>	<u>31.3.83</u>	<u>31.3.84</u>	<u>31.3.85</u>	<u>31.3.86</u>	<u>31.3.87</u>	<u>31.3.88</u>
<u>Area 40</u>		Replace broken louvre locking mechanisms						
		Repair damaged top rail to door						
		Resurface chalkboards						
		Repaint walls and ceilings (half cost to be met by department)						
<u>Area 41</u>		Replace broken louvre locking mechanism						
		Repaint walls and ceiling	x	x	x	x	x	x
<u>Area 42</u>		Repaint hand rail						
		Replace missing cover to fire hose reel cabinet						
<u>Area 43, 44 and 45</u>		Repaint walls and ceilings (half cost to be met by department)	x	x	x	x	x	x
<u>Area 46</u>		Repaint fire egress door						
		Repaint walls and ceilings (half cost to be met by department)						
<u>Area 47</u>		Provide cover to bulkhead light fitting						
		Repaint walls ceilings and joinery (half cost to be met by department)						
		Repaint hand rails						
<u>Area 48</u>		Repair or replace broken door closer						
		Repaint walls and ceilings (half cost to be met by department)						
<u>Area 49</u>		Replace broken heater point						
		Repaint walls and ceiling (half cost to be met by department)						
<u>Area 50</u>		Repaint walls and ceiling (half cost to be met by department)						
<u>Area 51</u>		Replace broken louvre locking mechanism						
		Repaint and revarnish cupboard door and jambs	x	x	x	x	x	x

	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK B</u>						
<u>Interior</u>						
<u>Area 51</u> (contd)						
Replace broken light switch						
Replace broken coat hook	x	x				
Repaint and varnish walls and ceilings (half cost to be met by department)					x	
<u>Area 52</u>						
Repaint door sills and handrails						
<u>Area 53</u>						
Reglaze missing louvre blade (south wall)						
Replace broken louvre locking mechanism	x	x				
Repaint walls and ceilings (half cost to be met by department)					x	
<u>Area 54</u>						
Sand and resurface side benches						
Repaint walls and ceilings (half cost to be met by department)				x		
<u>Area 55</u>						
Replace damaged display board						
Repaint walls and ceilings (half cost to be met by department)				x		
<u>Area 56</u>						
Replace display board and trim						
Provide a heat shield above gas heater				x		
Resurface chalkboard				x		
Repaint and varnish walls and ceilings (half cost to be met by department)				x		
<u>Area 57</u>						
Replace display board and trim						
Repaint burnt patches on ceiling above heater				x		
Repaint walls and ceiling				x		
<u>Area 58 and 59</u>						
Repair fibrous ceiling and touch up				x		
Repaint walls and ceilings				x		
<u>Area 60</u>						
Provide new coat hooks						
Replace damaged floor tiles				x		
Repaint and varnish wall and ceilings				x		

D.T. Ryan B.M.A.

BLOCK B Interior (contd)	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Area 61</u>						
Repaint area of ceiling above heater						
Reglaze entrance door						
Repaint wall ceilings and benches						
<u>Exterior</u>						
North Wall (new section)						
Repaint handrails to 3 stairways						
Waterblast concrete work to stairs and landings						
Upgrade damaged down-pipe on east wing and repaint windows and fascia	x	x				
Replace kickboards to all classroom doors	x	x				
Restain clerestory joinery and soffit	x	x				
North Wall (east wing)						
Provide plug to back vent from area 29 and fix to wall with new brackets			x	x	x	
Repair all spalled concrete, mullions, head and sills						
Reputty fractured putty on steel sashes						
Repaint walls						
East Wall						
Repair all spalled concrete, mullions, heads and sills						
Repair all cracked spandrel panels						
Reputty steel sashes						
Replace missing cabin hook to egress door						
Redirect waste pipe from area 29 into gully and clip to wall			x			
Clean down, rust kill and repaint all joinery						
Repaint all exterior panels						
South Wall						
Repair all spalled concrete, mullions, heads and sills						
Repair cracked spandrel panels						
Repaint whole of exterior south joinery and panels						
Inspect and clean treads of egress stairs						
Repaint egress stair handrails						
West Wall						
Finish exterior cladding work and paint all primed and bare surfaces	x	x				
Paint gates of transformer enclosure						

	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK B</u>						
<u>Exterior</u> (contd)						
Roof						
Upgrade gutter liners and overlay all projecting concrete eaves down to underside weather groove	x					
Repair all spalled concrete work to projections	x					
Make good all water damage to soffitt of the eave						
projections and paint						
Covered ways (h-m and m-1)	x					
Replace roof (m-1)	x					
Replace missing bulk head light covers	x					
Repaint all ceilings and supports	x					
<u>Structural</u>						
Strengthen ground floor of E-W wing and N-S wing to MWD standards						x
Strengthen steel framed first floor section of E-W wing to MWD standards					x	
Strengthen first floor section of E-W wing adjacent to N-S wing to MWD standards				x		
Upgrade N-S wing within 25 years						x
<u>Mechanical</u>						
Areas 23, 24, 25, 26, 27, 28, 29, 30, 31, 36, 44, 45, 49, 50, 53, 55, 56, 59 and 61						x
Upgrade heating to state school standards with adequate permanently wired heating on time switch and thermostat control						x
<u>Electrical</u>						
Replace main switchboard with metal clad totally of enclosed board and provide separate metering of integrated and non-integrating areas Areas 23-28, 35, 36, 40, 41, 43-46, 48-51, 53, 55-57, 59 and 61						x
Replace unsafe broken light fittings in area 19, toilet covered way						x
Repair unsafe blackboard spotlight in area 29						x
Provide circuit legend for first floor switchboard						x
Upgrade lighting to state school standards						x

D.T. Ryan D.M.D.

	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
⑦ BLOCK B Electrical (contd)						
Area 32						
Provide lighting to state school standards						
Area 47	x					
Replace broken light fitting						
Area 49	x					
Replace broken heater connection point	x					
Fire Protection						
Means of Egress						
Remove the lock set from the entry door into area 55 to enable access to be available to the exterior fire escape from this room at all times	x					
Ease the fire escape door from area 55, repair and adjust the panic bolt and check and repair stair treads where decayed	x					
Dismantle the lock sets on the communicating doors between areas 35 and 36	x					
Fire Equipment						
Install a hose reel with 25m of 12mm hose outside areas 34 and 57	x					
Install a 3.2kg CO ₂ extinguisher in area 29	x					
Repair hose reel cabinet door outside area 41	x					
Fire Alarm						
Install a call point and bell as follows:						
One in corridor outside area 34						
One in corridor outside area 56						
One in porch outside area 41						
One in porch outside area 46						
General						
Remove portable electric heating in areas 30 and 31 and replace with fixed type	x					
Install metal deflector plates on the top of the gas radiators to prevent additional damage to ceilings in areas 55, 56 and 57	x					
Remove work bench and all combustible material from area 20	x					
Replace the ceiling access hatch in area 60	x					

	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>D</u> BLOCK C						
<u>T</u> Interior						
<u>A</u> Area 63						
<u>R</u> Repaint walls and ceiling (half cost to be met by department)						
<u>R</u> Area 64	x					
<u>R</u> Repaint cupboard						
<u>R</u> Repaint walls and ceiling (half cost to be met by department)		x				
<u>R</u> Areas 65 and 67			x			
<u>R</u> Repaint wall and ceiling		x				
<u>R</u> Area 68						
<u>R</u> Repair and touch-up cupboards	x					
<u>R</u> Area 69						
<u>R</u> Repaint walls and ceiling		x				
<u>R</u> Area 70						
<u>R</u> Repaint plaster skirting		x				
<u>R</u> Repaint walls and ceiling		x				
<u>R</u> Area 71			x			
<u>R</u> Repaint walls and ceilings		x				
<u>R</u> Area 73						
<u>R</u> Replace vinyl floor covering						
<u>R</u> Repaint walls and ceilings						
<u>R</u> Areas 74,75 and 76						
<u>R</u> Repaint walls and ceilings						
<u>R</u> Area 77						
Stop holes in walls and touch up paint						
Paint all exposed pipework	x					
Repair walls and ceiling	x					
Areas 78,79 and 80						
<u>R</u> Repair light fittings						
Patch cracks in floors and vinyl coved walls	x					
Repair walls of showers and paint	x					
Replace broken and missing coat hooks	x					
Sand and resurface seating	x					
Paint all walls and ceilings	x					

SACRED HEART COLLEGE, GLEN INNES

15 AGREED LISTING OF WORK TO BE COMPLETED BY

	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
D. BLOCK C Interior (contd)						
Area 81 Repair plaster to columns Plaster hole round waste pipes in east wall and enclose waste pipes with removable screen under tub unit						
Area 82 Replace broken and missing louvre blades in store room wall	x					
Resurface chalkboards						
Clean and polish floor tiles						
Repaint walls and ceilings	x	x				
Area 83 Line east wall with gib board Patch cracks in concrete walls Refix water pipes to wall Provide vinyl floor covering Repaint walls and ceiling						
Area 84 Replace missing and broken louvre blades Replace door lock Provide vinyl floor covering	x	x	x			
Area 85 Completely repaint walls and new ceiling Clean and polish floor tiles Stairways (east and west)	x	x				
Replace all tread plates and replaster treads	x					
Replace damaged ceiling sheet and repaint	x					
Clean down and resurface all handrails	x					
Rust kill and repaint all handrail brackets	x					
Area 87 Repaint and paper walls and ceilings (half cost to be met by department)						x
Area 88 Fix sagging plaster ceiling west side Replace missing louvre blades and broken louvre locking mechanism						
Fix light fittings to ceiling						

D.T. Ryan DMB

BLOCK C
Interior

Area 88 (contd)
Replace blackboards
Repaint and varnish walls and ceilings

Area 89
Provide vinyl floor covering
Repair and repaint walls and ceiling

Area 90
Clean and polish floor vinyl
Stop and repair all water damaged plaster

Area 91
Repaint joinery and all woodwork

	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>Area 92</u>	x					x
<u>Area 93</u>						x
<u>Area 94</u>						x
Replace broken louvre blades						x
Repair and revarnish damaged woodwork						x
Replace broken louvre locking mechanism						x
Resurface outer two chalkboards						x
Replace centre chalkboard						x
Stop ceilings and repaint walls and ceilings						x
<u>Area 95</u>						x
Replace carpet						x
Resurface chalkboards						x
Revarnish all woodwork including platform						x
Repair ceilings and repaint walls and ceiling						x

	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
D.T. Ryan Dated						
<u>BLOCK C</u>	(contd)					
<u>Interior</u>						
<u>Area 96</u>	Replace broken louvre blades					
	Replace broken louvre locking mechanism					
	Replace all blackboards	x	x			
	Replace carpet and upgrade platform		x			
	Repaint and varnish walls and ceiling			x		
<u>Area 97</u>	Replace broken louvre blades					
	Replace blackboards	x				
	Repair edging of teachers platform	x				
	Repair stable door to area 96	x				
	Replace carpet and upgrade platform		x			
	Repaint and revarnish walls and ceiling			x		
<u>Area 98</u>	Repair and repaint ceiling					
	Resurface blackboard					
	Upgrade platform and replace carpet					
<u>Area 99</u>	Repair damaged plaster work and touch up					
	Repair shelving			x		
	Patch concrete floor and lay vinyl					
	Repaint walls and ceiling			x		
<u>Area 100</u>	Replace chalkboard					
	Repaint walls and ceiling			x		
<u>Area 101</u>	Repair and repaint walls and ceiling					
	Upgrade and repaint shelves			x		
	Sand down floor and lay vinyl			x		
<u>Area 102</u>	Repaint walls and ceiling					
<u>Area 103</u>	Repaint plaster repairs					x
	Provide new sink top and rehang cupboard doors				x	
	Provide rubber door stop				x	
	Relay carpet tiles				x	

<u>BLOCK C</u>	<u>Interior (contd)</u>	<u>31.3.83</u>	<u>31.3.84</u>	<u>31.3.85</u>	<u>31.3.86</u>	<u>31.3.87</u>	<u>31.3.88</u>
<u>Area 104</u>	Reglaze highlights over door		x				
<u>Area 105</u>	Repaint walls and ceilings	x					x
<u>Area 106</u>	Resurface benches with 'Imperite' or similar		x				
<u>Area 107</u>	Repaint walls and ceiling			x			
	Stop up cracks in plaster work and repaint walls and ceiling				x		
	Provide conduit for surface wiring to lower point	x					
<u>Exterior</u>	Covered ways (f-e, g-i, j-k and n-o)						
	Replace all roofs	x					
	Repaint all fascias ceilings and support pipes	x					
	Check all framework for damage and repair	x					
	Repair all bulkhead light fittings	x					
	n-o						
	Paint beading to reglazed windows areas 71, 72 and 73						
	Repaint exterior seating	x					
	Replaster concrete upstands	x					
	Repaint ceilings	x					
	North wall	x					
	Repaint window sills ground floor level						
	Replace broken base vents west wing	x					
	Repaint all exterior joinery (half cost to be met by department)	x					
	East wall					x	
	Repaint all exterior joinery and fire escape (half cost to be met by department)					x	
	South wall					x	
	Repaint all exterior joinery (half cost to be met by department)					x	
	Replace all kick plates to doors					x	
	West wall					x	
	Repaint all exterior joinery (half cost to be met by department)					x	

D.T. RyanD.M.B.

D. BLOCK C
T. Exterior (contd)

Main roof
 Waterblast all fibrolite surfaces, repair all defects
 and overcoat with 'Alumastic' or similar
 Clean out all gutters and downpipes and repaint
 fascia boards

Clean down and paint iron roofed sections

Structural
 Strengthen building to MWD standards as follows:

North wing

East and west wings

Mechanical

Areas 63, 64, 66-68, 70-74, 77-80, 82, 84-88, 90,
 100-104, 106

Upgrade heating to state school standards with
 adequate permanently wired heating on time switch
 and thermostat control

Electrical

Upgrade switchboards, provide legend and cover
 exposed wiring

Areas 82, 85, 88, 100 and 102-106

Upgrade lighting to state school standards

Area 82

Provide a wall socket outlet

Area 85

Remove temporary lighting

Area 106

Install permanent wiring for fume cupboard

Remove socket outlet in fume cupboard

Covered ways

Replace broken electrical fittings

Fire Protection

Means of Egress

Convert a window remote from the entry door in area
 106 to a side hung casement type and install a
 platform and steps from window

	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>D. BLOCK C</u>						
Main roof						
Waterblast all fibrolite surfaces, repair all defects and overcoat with 'Alumastic' or similar						
Ryan Dm	x					
Clean out all gutters and downpipes and repaint fascia boards						
Clean down and paint iron roofed sections	x					
<u>Structural</u>						
Strengthen building to MWD standards as follows:						
North wing						
East and west wings	x					
<u>Mechanical</u>						
Areas 63, 64, 66-68, 70-74, 77-80, 82, 84-88, 90, 100-104, 106						
Upgrade heating to state school standards with adequate permanently wired heating on time switch and thermostat control						
<u>Electrical</u>						
Upgrade switchboards, provide legend and cover exposed wiring						
Areas 82, 85, 88, 100 and 102-106						
Upgrade lighting to state school standards						
Area 82						
Provide a wall socket outlet						
Area 85						
Remove temporary lighting						
Area 106						
Install permanent wiring for fume cupboard						
Remove socket outlet in fume cupboard						
Covered ways						
Replace broken electrical fittings						
<u>Fire Protection</u>						
<u>Means of Egress</u>						
Convert a window remote from the entry door in area 106 to a side hung casement type and install a platform and steps from window						

	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
D.T. BLOCK C <u>Fire Protection</u>						
<u>Means of Egress</u> (contd)						
Convert a window in area 100 to a side hung casement type to give access to flatroof above Block D	x					
Convert a window in each of areas 82 and 88 to a side hung casement type	x					
Provide FIRE EXIT signs above secondary egress windows	x					
Ensure communicating doors between areas 94 to 98 are unlocked	x					
<u>Fire Equipment</u>						
Replace missing 3.2kg CO ₂ extinguisher in area 100					x	
Install a hose reel with 25m of 12mm hose outside each of areas 71, 88 and 100				x		
<u>Fire Alarm</u>						
Install bell and sounder outside each of areas 71, 88 and 100			x			
<u>Linnings</u>						
Line areas 62, 82 and 85 with $\frac{1}{2}$ hour resistance rated material		x			x	
<u>General</u>						
Remove combustible waste material in area 62						
Remove portable electric heating in areas 90 and 102	x					
<u>BLOCK D</u>						
<u>Interior</u>						
<u>Area 108</u>						
Replace missing toilet paper holders						
Replace sitting pads with double flap seats					x	
Stop and repaint wall above urinal				x		
Replace broken tiles or plaster gaps and paint				x		
Refix sparge pipe to wall with clips				x		
Seal cracked concrete in floor and overcoat with a non slip seamless coating				x		
Crip conduit to hand drier back to wall					x	
Grout up holes in tiles round basin area				x		
<u>Area 109</u>						
Replace cracked and missing wall tiles or plaster gaps and paint		x				x
Replace missing paper holders						x

		31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK D</u>							
<u>D.T. Interior</u>							
<u>Area 109</u> (contd)	Provide two flap seats to replace sitting pads	x					
	Stop cracks in floor and overcoat with a non slip seamless coat	x	x				
	Fill cracks in concrete walls above basins and repaint	x					
	Replace both basins	x	x				
<u>Area 110</u>	Remove sitting pads and replace with two flap seats	x					
	Seal cracks in floor and coat with a seamless non slip coating	x	x				
	Replace all broken and missing wall tiles or plaster gaps and paint	x					
	Fill cracks in concrete walls above basins and repaint	x					
			x				
				x			
					x		
						x	
							x
<u>BLOCK E</u>							
<u>D.T. Interior</u>							
<u>Area 112</u>	Repair all broken light fittings and provide protective screens to all lights	x					
	Sand, polyurethane and remark floor		x				
<u>Exterior</u>							
<u>South wall</u>	Repair broken windows	x					
	Repair exit door south west corner	x	x				
	Repaint windows doors and soffit	x	x				
<u>West wall</u>	Repair security light fitting	x					
	Repair soffit	x	x				
<u>North wall</u>	Repair two copper downpipes	x					
	Reglaze broken windows	x	x				
	Provide protective screens to all windows	x	x				
	Replace two sets of double basement doors	x					

	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK E</u> <u>Exterior</u> (contd)						
Roof D.T. Ryan	Remove existing asphalt roof and replace Repaint all fascias and soffits		x	x		
<u>Structural</u>	Strengthen building to MWD standards					x
	Upgrade building within 30 years					
<u>Electrical</u>		x				
	Upgrade lighting to state school standards and					
	provide adequate protection					
	Provide a wall socket outlet	x				
<u>Fire Protection</u>						
	Means of Egress					
	Convert one set of double sliding doors to side					
	hung normal opening doors	x				
	Repair the damaged sliding doors	x				
	<u>Fire Equipment</u>					
	Install a hose reel with 25m of 12mm hose		x			
	<u>Fire Alarm</u>					
	Install one call point and bell	x				
	<u>Lining</u>					
	Line under floor storage area floor and ceiling with					
	a $\frac{1}{2}$ hour fire resistant rated material		x			
<u>BLOCK F</u>						
<u>Interior</u>						
Area 147	Replace broken light switch		x			
	Revarnish joinery and panels					
	Repaint ceiling					
Area 148	Revarnish walls and ceiling					
	Repaint window frames					
	Repair and repaint plasterwork					
	Repaster cracks in concrete work at south wall					
	mezzanine					
	Refix loose ceiling battens					x

SACRED HEART COLLEGE, GLEN INNES

AGREED PAYING OF WORK TO BE COMPLETED BY

23

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	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
D.T. Ryan BLOCK F <u>Interior</u> (contd) Areas 149, 150 and 151 Repaint and revarnish areas (half cost to be met by department)					x	
Area 152 Repaint ceiling and supports			x			
Area 153 Repaint ceiling	x					
<u>Exterior</u> South wall (library) Repaint windows and eaves West wall Repaint eaves Repair damaged planter box capping North wall (library) Repaint eaves and window frames Repair spalled concrete sun screens North wing (north, east and west walls) Repaint lower level joinery		x x	x x	x	x	x
<u>Structural</u> Strengthen building to MWD standards Upgrade building within 15 years						
<u>Mechanical</u> Areas 149, 150 and 151 Upgrade heating to state school standards with adequate permanently wired heating on time switch and thermostat control					x	
<u>Electrical</u> Cover sub-main cables Areas 148 and 150 Upgrade lighting to state school standards				x		
Provide cover plate for fuse box adjacent to heater and mark "Fuses Enclosed" Provide separate metering of integrated and non- integrated areas				x		x

	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK I</u>						
<u>Interior</u>						
<u>Area 149</u>						
Replace broken louvre locking mechanism						
Repaint walls and ceiling (half cost to be met by department)	x					
<u>Area 150</u>						
Replace edging to bench top rear of room						
Check roof for leaks and repair	x					
Repaint walls and ceiling (half cost to be met by department)	x					
<u>Area 151</u>						
Repaint splash board above basins						
Repaint RHS section adjacent to urinals	x					
Repaint walls and ceilings (half cost to be met by department)	x					
<u>Areas 152, 153, 154 and 155</u>						
Repaint walls and ceilings (half cost to be met by department)	x					
<u>Area 156</u>						
Reglue lifting carpet tiles						
Refix sagging ceiling tiles	x					
Repaint walls and ceiling (half cost to be met by department)	x					
<u>Area 157</u>						
Replace damaged floor tiles						
Repaint walls and ceiling (half cost to be met by department)	x					
<u>Area 158</u>						
Repaint bench	x					
Replace damaged ceiling tiles	x					
Repaint walls and ceilings (half cost to be met by department)	x					
<u>Exterior</u>						
<u>Centre court</u>						
Clean out drinking fountain bowls and adjust pressure	x					
Repaint steps and seating	x					
Repaint plinth boards	x					
Covered ways (r-s, q-r and p-q)						
Clean and paint channel section of roof framing	x					

D.T. Ryan B.M.D

	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK I</u>						
<u>Exterior</u> (contd)						
Main roofs						
Repaint all eaves, downpipes and gutters	x					
West walls	x					
Repaint plinth and barge board to toilet block	x					
South wall	x					
Repaint gutters inside and out including downpipes	x					
East wall	x					
Repaint gable ends	x					
North wall						
Repaint gable						
<u>Structural</u>						
Provide sub floor bracing to MWD standards						
<u>Mechanical</u>						
Areas 153 and 154						
Upgrade heating to state school standards with adequate permanently wired heating on time switch and thermostat control	x					
<u>Electrical</u>						
Area 153						
Replace broken lamp cover	x					
Area 149A, 150A and 155						
Upgrade lighting to state school standards	x					
<u>Fire Protection</u>						
<u>Means of Egress</u>						
Install approved lock sets on the alternative egress doors from areas 149A, 150A, 155, 156, 157 and 159	x					
<u>Fire Equipment</u>						
Install a hose reel with 25m of 12mm hose outside area 155/156	x					
<u>Fire Alarm</u>						
Install a call point and bell in a central position under covered way	x					

D.T. Ryan D.M.D

BLOCK J	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>D.T. Ryan</u> <u>Box D</u>						
<u>Interior</u>						
Area 160	Replace damaged roof panels					
Area 161	Repair all woodwork					
Area 162	Paint all interior brick walls with acrylic paint					
Area 163	Paint all shelves and cupboards					
Area 164	Repair roof leaks and damaged ceiling					
Area 165	Repaint all shelves					
Area 166	Repaint walls and ceilings					
Area 167	Remove all rubbish and equipment					
Area 168	Repaint walls and ceiling					
Area 169	Provide new shower base wall and threshold linings, new rose and curtains					
Area 170	Provide new louvre frame					
Area 171	Replace rotten skirting					
Area 172	Replace broken louvre blades					
Area 173	Repaint walls and ceiling					
<u>Exterior</u>						
North	Repair roof leaks					
West	Repair water damage to eaves					
South	Replace spouting over front of garage					
East	Replace fibrolite barge moulds					
Roof	Repaint gable ends					
Roof	Remove all rubbish					
Roof	Realign damaged spouting					
Roof	Repaint all joinery and eaves					
Roof	Remove all long grass from adjacent to the building					
Roof	Replace vent grilles					
Roof	Clean down and repaint joinery and gable ends					
Roof	Waterblast, repair and overcoat with Alumastic coat					
Roof	all fibrolite surfaces					x

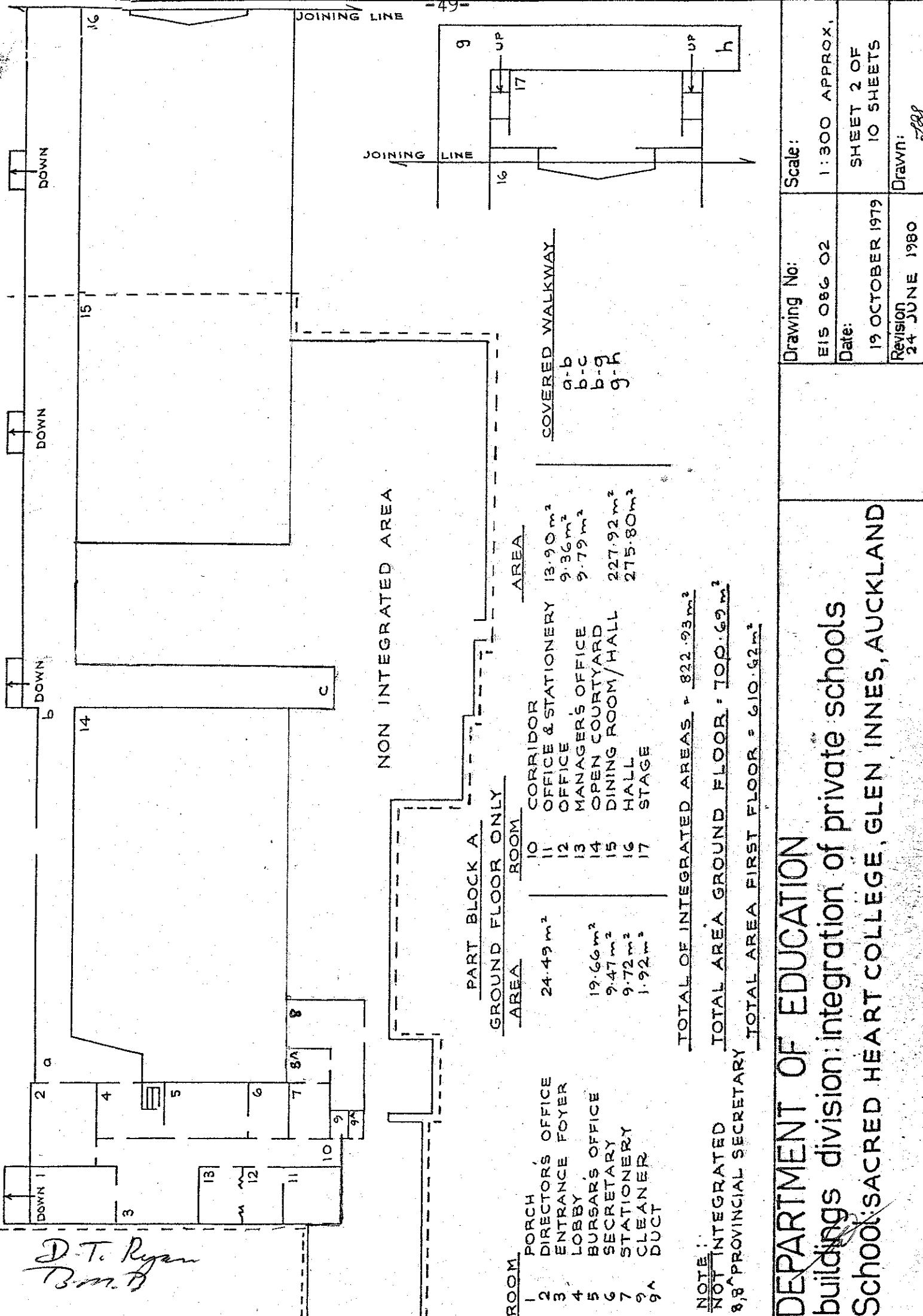
	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK J (contd)						
<u>Structural</u>						
Replace west end of block by 1990						
<u>Electrical</u>						
Replace broken wall socket outlet and replace cover	x					
DHW cylinder elements in area 164	x					
Secure lighting in block	x					
Enclose power wiring	x					
<u>SWIMMING POOL</u>						
Provide safety fence around perimeter of pool	x					
Spray for weeds around pool surround and seal all joints in paving	x					
Remove all debris from pool and treat pool for growth	x	x				
Treat ladders for rust and repaint	x	x				
Replace all ladders	x	x				
Repaint scum channels	x	x				
Fix down loose slabs near corners of surround	x	x				
Provide cover to drain valve	x	x				
Remove all chemicals from filter room	x	x				
Repaint walls	x	x				
<u>Structural</u>						
Provide independent support to roof to MWD standards	x					
<u>FURNITURE AND EQUIPMENT</u>						
Upgrade all furniture and provide equipment to state school standards in the following areas:						
Principal's office						
Deputy Principal's office						
Senior Master's office						
Counsellor's office						
PR/HOD rooms						
Staffroom and kitchen						
Classrooms						
Gangs - History and Geography						
Music room						
Gymnasium						
Tractor and 2 set gang mowers						

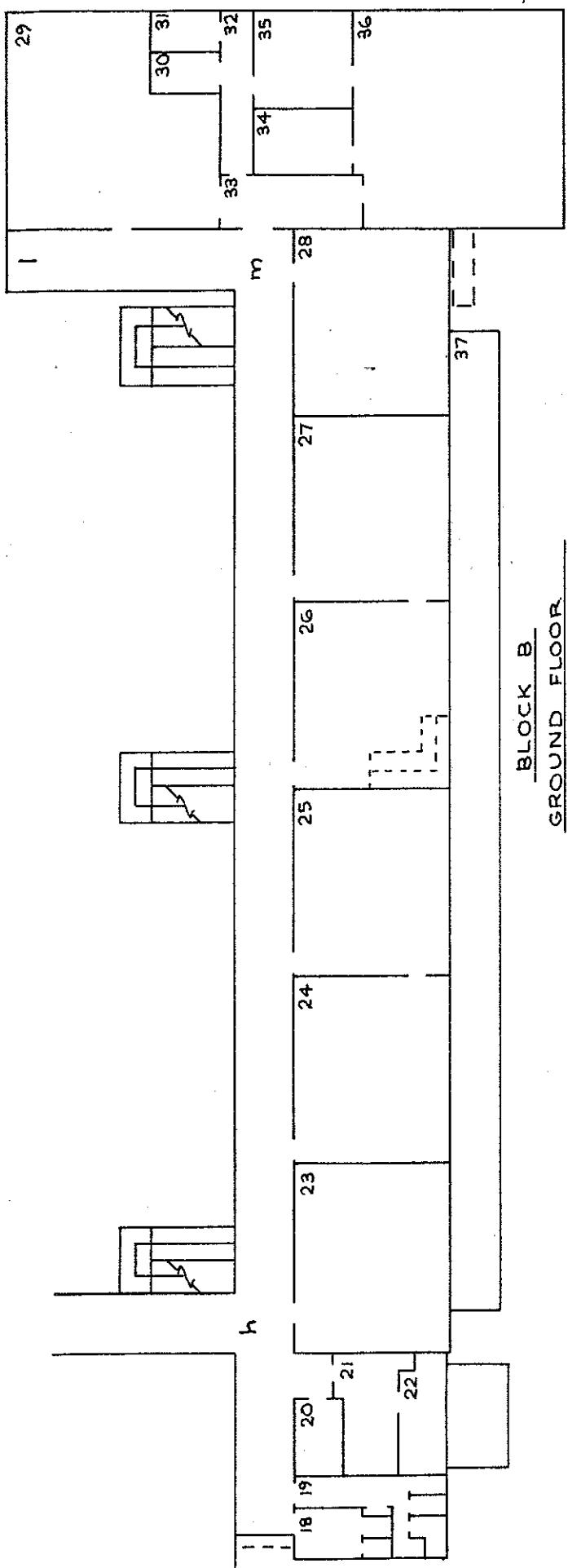
BUILDING REQUIREMENTS	Provide the following by remodelling or new construction:	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Gymnasium	334m ²						
PE store	12.5m ²						
Equipment bay	28m ²						
Weight training	9.5m ²						
Changing block	80m ²						
Outside PE store	19m ²						
Laboratory	81m ²						
Preparation room	14m ²						
Art and Craft room	105m ²						
Art and Craft store	21m ²						
Art and Craft project	19m ²						
Kiln shed	10m ²						
Music store/resource	23m ²						
Music practice rooms	(1 x 11m ² , 1 x 7.5m ²)						
Study room	47m ²						
Lecture room	74m ²						
Common room	112m ²						
Principal's office	19m ²						
Deputy principal's office	11m ²						
Senior master's office	11m ²						
Counsellor's office	12m ²						
Timetable room	14m ²						
Technicians science	17m ²						
Staff rest room	4.5m ²						
Interview room	9.5m ²						
Office	19m ²						
Duplicating	9.5m ²						
PABX	9m ²						
Store workshop	19m ²						
Maths workroom	14m ²						
Language store	9.5m ²						
Dangerous goods store	9m ²						
Pool chemical store	10m ²						
Staff toilets							x
Female staff sanitary towel disposal unit						x	x
Female staff shower						x	x

D.T. Ryan B.A. B

BUILDING REQUIREMENTS (contd)	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Pupils Toilets Replace Block D and provide toilet facilities to requirements of Drainage and Plumbing Regulations			x			
Public Toilets			x			
Female: 2 WCs, 1 WHB and sanitary towel disposal }						
unit }						
Male: 1 WC, 1 WHB and a 7 stall urinal }			x			
Demolish bicycle shelter area 37						

D.T. Ryan
B.M.D.



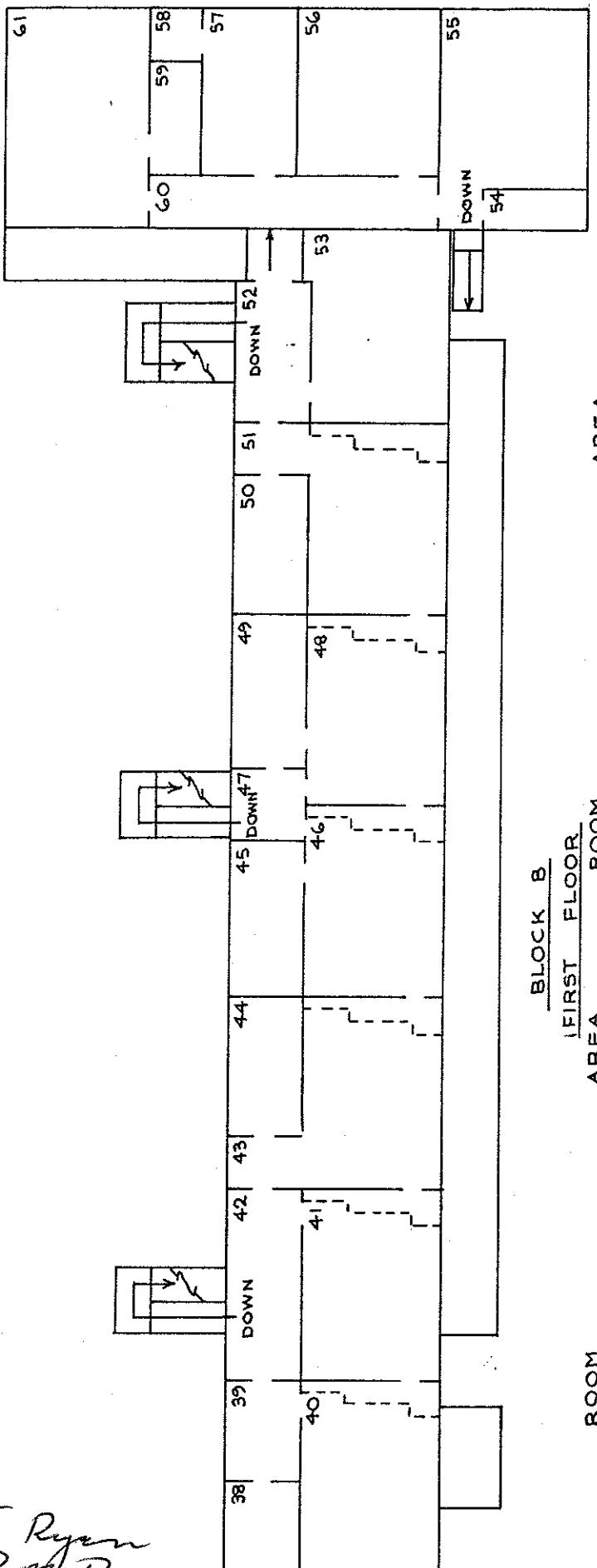
AREA

18	WOMEN'S TOILETS	20.55 m ²
19	MEN'S TOILETS	12.42 m ²
20	MAIN SWITCHBOARD	6.57 m ²
21	STORE	6.57 m ²
22	DARK ROOM	6.57 m ²
23	CLASSROOM	6.57 m ²
24	CLASSROOM	6.57 m ²
25	CLASSROOM	6.57 m ²
26	CLASSROOM	6.57 m ²
27	CLASSROOM	6.57 m ²
28	CLASSROOM	6.57 m ²
29	BIOLOGY LAB.	9.64 m ²
30	OFFICE	6.53 m ²
31	OFFICE	6.53 m ²
32	PASSAGE	15.12 m ²
33	PASSAGE	22.32 m ²
34	TECH. LAB.	109.2 m ²
35	TECH. LAB.	
36	GENERAL SCIENCE LAB.	
37	BICYCLE SHELTER	

TOTAL AREA = 934.23 m²DEPARTMENT OF EDUCATION

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BLOCK B
FIRST FLOOR

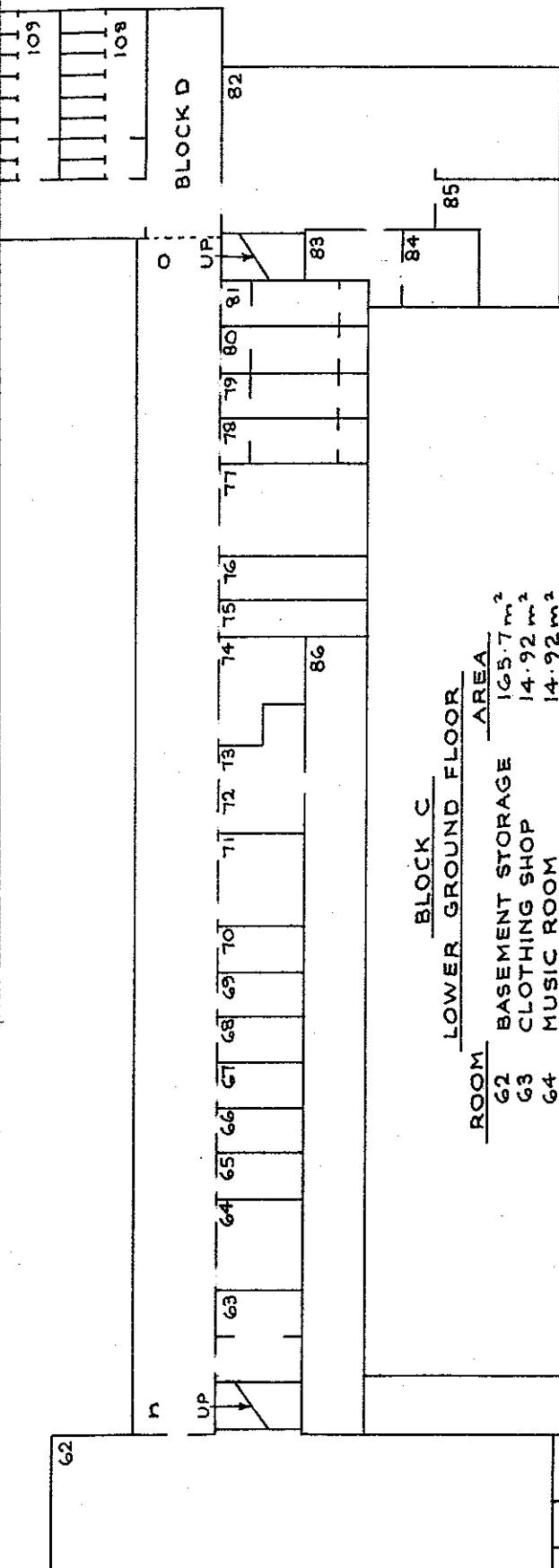
ROOM	AREA	FIRST FLOOR	AREA
38	9.84 m ²	STORE	50 RESOURCE ROOM
39	10.81 m ²	51 LOBBY	15.88 m ²
40	69.73 m ²	52 CLASSROOM	69.12 m ²
41	69.12 m ²	53 PORCH	
42		54 CLASSROOM	69.73 m ²
43	69.12 m ²	55 HOD OFFICE & GEOG. STORE	8.93 m ²
44	15.88 m ²	56 CLASSROOM	56.72 m ²
45	17.30 m ²	57 CLASSROOM	54.51 m ²
46	69.12 m ²	58 OFFICE	34.76 m ²
47	PORCH	59 S.S. RESOURCE ROOM	6.0 m ²
48	69.12 m ²	60 CORRIDOR	12.93 m ²
49	17.30 m ²	61 CLASSROOM	69.36 m ²

TOTAL AREA = 1022.47 m²

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LOWER GROUND FLOOR

ROOM	AREA
62	BASEMENT STORAGE
63	CLOTHING SHOP
64	MUSIC ROOM
65	SPORTS STORE
66	MUSIC
67	MUSIC
68	MUSIC
69	CAMP. STORE
70	MUSIC
71	MUSIC ROOM
72	STATIONERY
73	STATIONERY
74	BOOKROOM
75	PHYS. ED. STORE
76	CRICKET STORE
77	TUCKSHOP
78	CHANGE ROOM
79	CHANGE ROOM
80	CHANGE ROOM
81	CLEANERS ROOM
82	ART DEPT.
83	STORE
84	STORE
85	POTTERY
86	DUCT

TOTAL AREA = 701.12 m²

COVERED WALKWAY

n - o

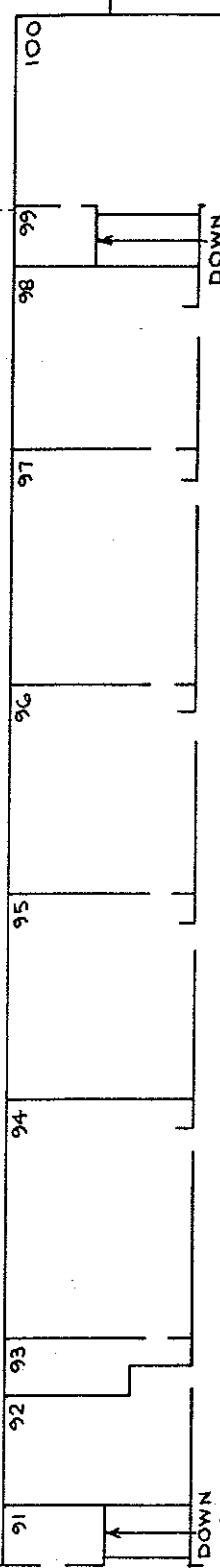
62

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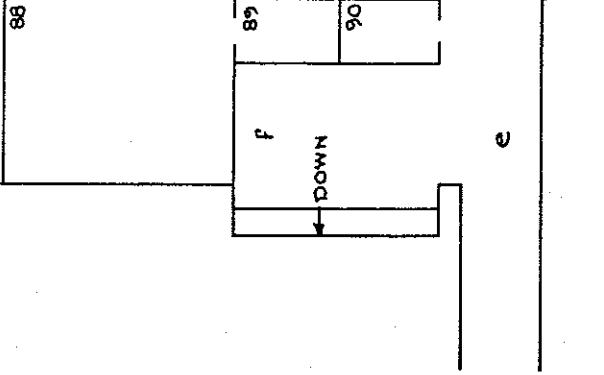
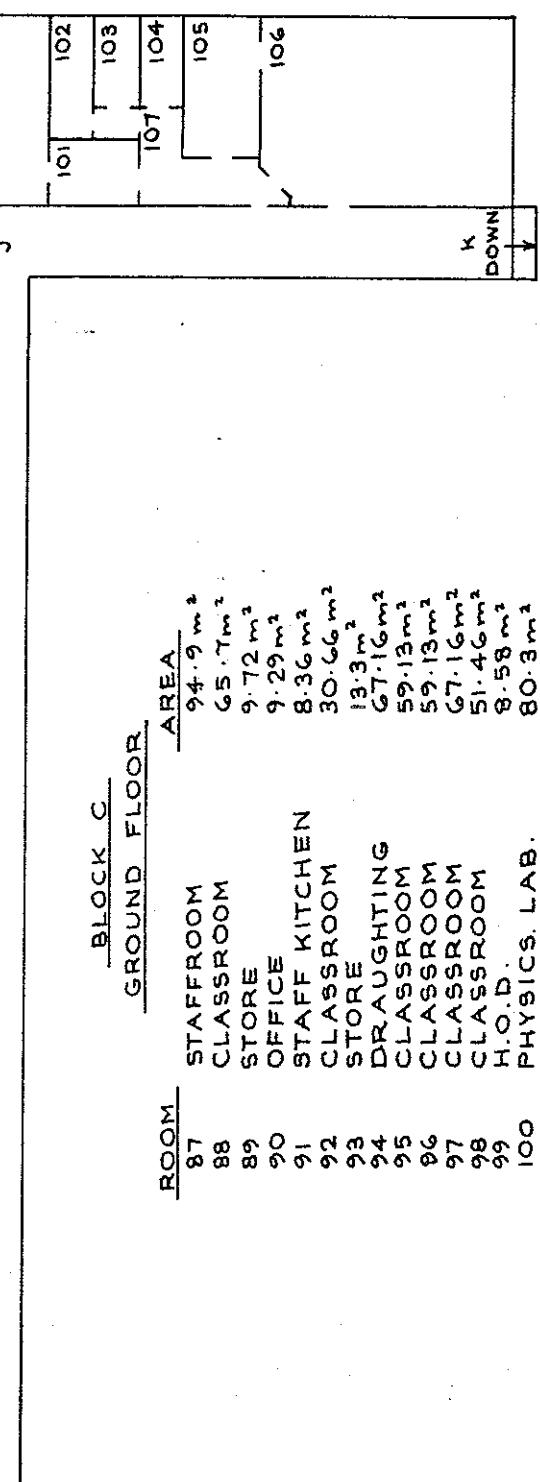
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ROOF
BLOCK D



87

D.T. Ryan
D.M.B.



88

i

1

BLOCK C
GROUND FLOOR

ROOM AREA

87	STAFFROOM	94.9 m ²
88	CLASSROOM	65.7 m ²
89	STORE	9.72 m ²
90	OFFICE	9.29 m ²
91	STAFF KITCHEN	8.36 m ²
92	CLASSROOM	30.66 m ²
93	STORE	13.3 m ²
94	DRAUGHTING CLASSROOM	67.16 m ²
95	CLASSROOM	59.13 m ²
96	CLASSROOM	59.13 m ²
97	CLASSROOM	67.16 m ²
98	CLASSROOM	51.46 m ²
99	H.O.D.	8.58 m ²
100	PHYSICS LAB.	80.3 m ²
101	PHYSICS STORE	8.52 m ²
102	OFFICE	8.08 m ²
103	OFFICE	5.87 m ²
104	OFFICE	5.87 m ²
105	CHEMISTRY STORE	15.13 m ²
106	CHEMISTRY LAB.	73.0 m ²
107	CORRIDOR	

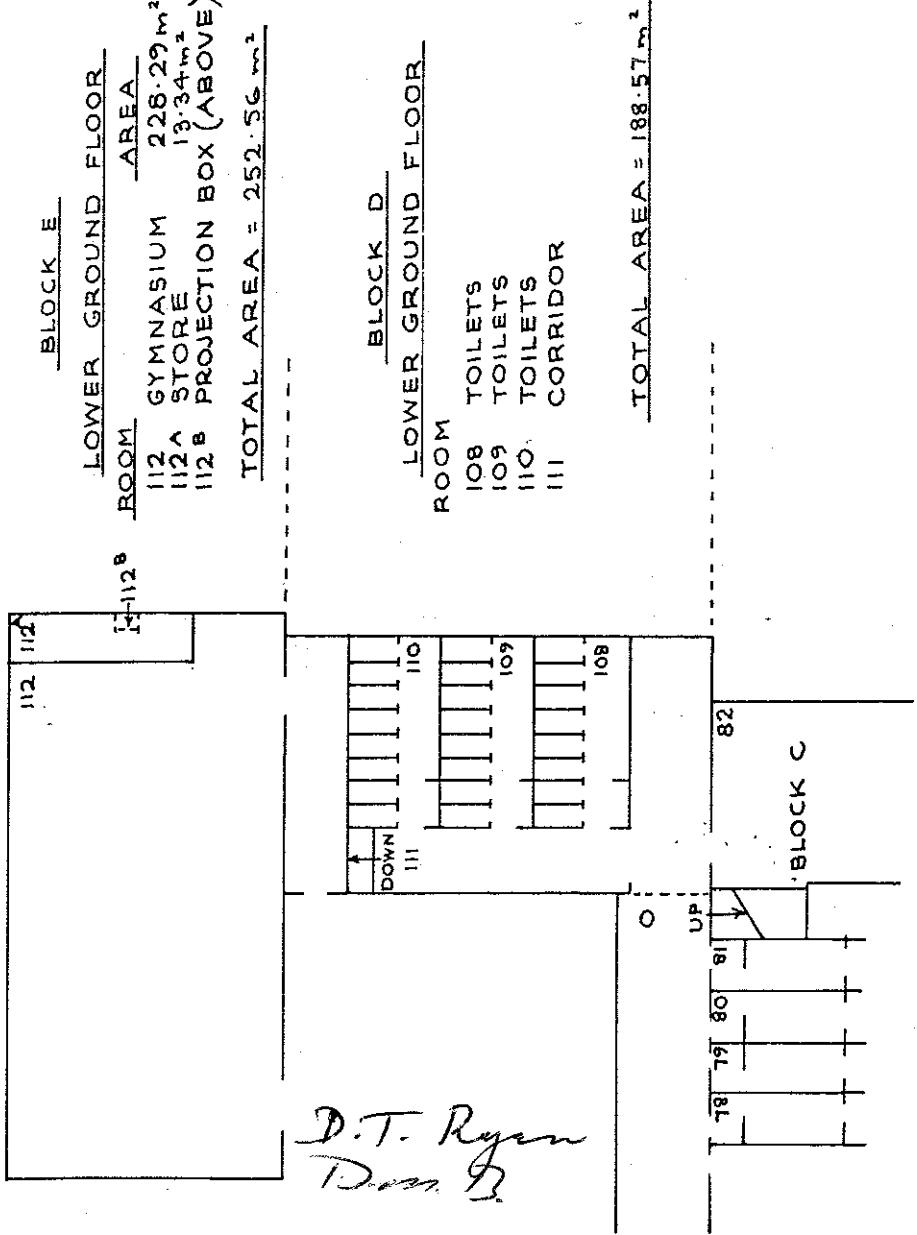
TOTAL AREA = 870.83 m²

COVERED WALKWAY

g-i
j-k
f-e
e-g

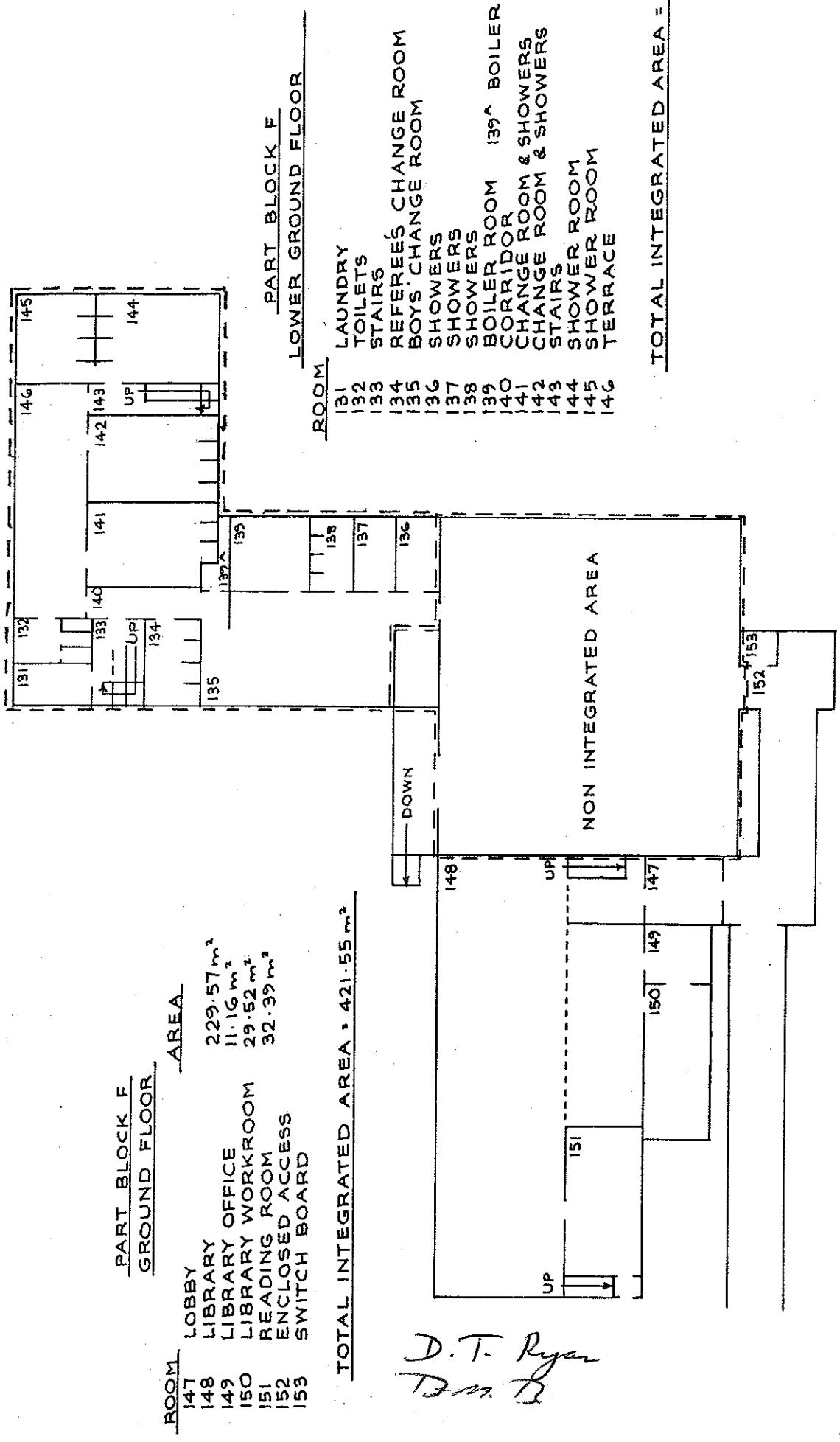
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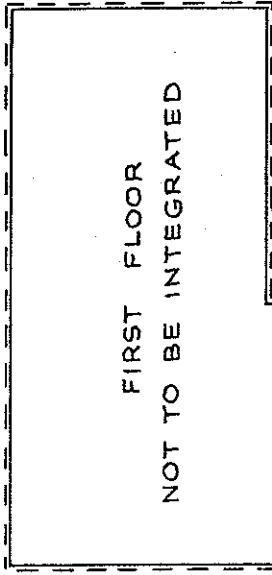
-55-

TOTAL INTEGRATED AREA = 357.12 m²

TOTAL AREA GROUND FLOOR & LOWER GROUND FLOOR = 1004.24 m²

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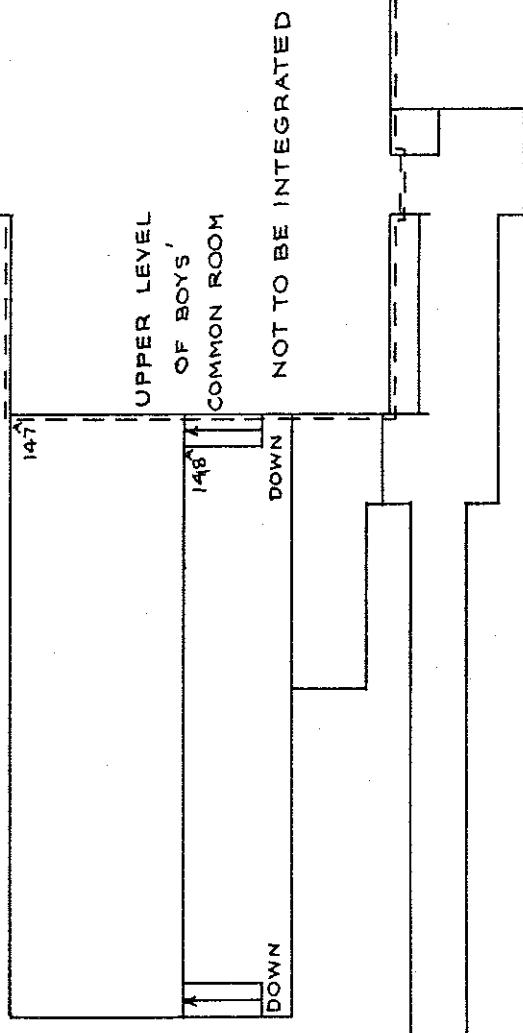
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BLOCK F
UPPER GROUND FLOOR

ROOM	AREA
147 ^	UPPER LEVEL OF LIBRARY
148 ^	LIBRARY MEZZANINE

99.12 m²

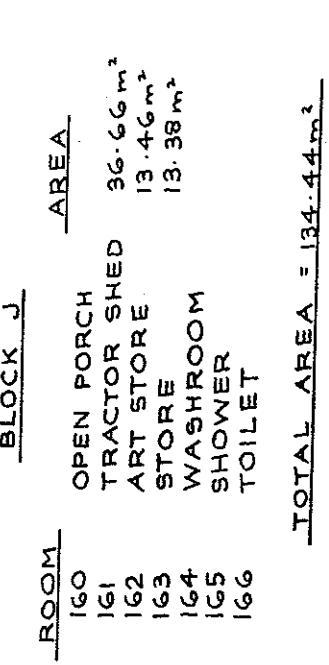
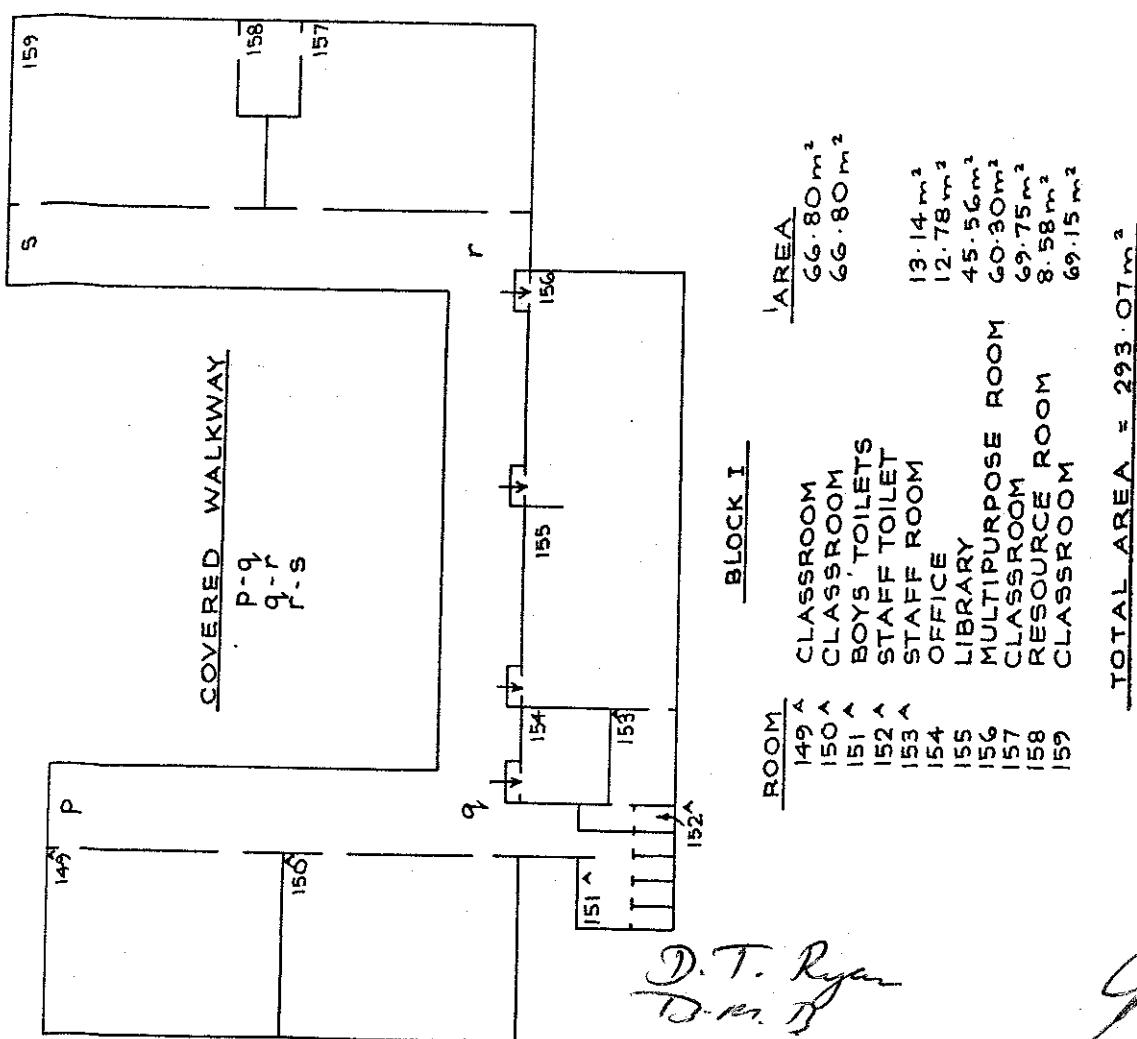


TOTAL AREA MEZZANINE FLOOR = 106.13 m²

*D.T. Ryan
Baptist*

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Drawing No:	Scale:
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FOURTH SCHEDULE

All those chattels of the Proprietor which in terms of clause 3(b)(v) of this Deed of Agreement represent donations, presentations or loans to the School and/or have some special intrinsic and/or historic value to the school and which chattels shall remain the exclusive property and responsibility of the Proprietor as herein provided and being particularly described as follows:-

1. One life-size statue of Blessed Marcellin Champagnat
2. Books as listed hereunder:

Abel Janszoon Tasman and the discovery of New Zealand.
Wellington, Department of Internal Affairs, 1942.

Adams, C. Warren. A spring in the Canterbury Settlement.
London, Longman Brown, Green and Longmans, 1853.

Angas, George French. The New Zealanders illustrated.
London, Thomas McLean, 1847.

Angas, George French. The New Zealanders illustrated, in 10 parts.
London, Thomas McLean, 1846 and 1847, (part 1 published
in 1846, parts 11 - 1X published in 1847).

Atlas and cyclopedia of Ireland. New York, Murphy and McCarthy,
1902. Contents - Part one: Family heraldry and historical
Ireland. - Part two: The General History.

Bagnall, A.G. A history of Carterton; the story of the first
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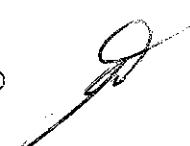
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D.T. Ryan
B.M.B.

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FIFTH SCHEDULE

Schedule of Staffing Appointments to Intermediate Department of Sacred Heart College, AUCKLAND, under Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 being special positions relating to the Special Character of the School.

<u>Total Staff Entitlement of Intermediate Department</u>	<u>Head of Intermediate Department to be Appointed under Section 65(1)(c)</u>	<u>Number of other Teachers to be Appointed under Section 65 (1)(c)</u>
<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
1	1	-
2	1	1
3	1	1
4	1	1
5	1	2
6	1	2
7	1	3
8	1	3
9	1	4
10	1	4
11	1	5
12	1	5
13	1	6
14	1	6
15	1	7
16	1	7
17	1	8
18	1	8
19	1	9
20	1	9

NOTE:

The above schedule is for use when the staffing entitlement of the School alters at any time during the currency of this Deed of Agreement to enable the parties hereto by reference to the total staffing entitlement of the School in Column 1 to determine the number of teaching positions at the School which in terms of Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 and the relevant clauses of this Deed of Agreement carry a responsibility for Religious instruction and require a willingness and ability to take part in Religious instruction. This Schedule is to be read from left to right.

At the effective date of this Deed of Agreement, the Intermediate Department of the above-named College has a staffing entitlement of five (5) teachers.

D.T. Ryan
Bill Dunn



SIXTH SCHEDULE

Resume of the historical and traditional connections between the Order and the School

The New Zealand Marist Brothers' Trust Board, proprietors of Sacred Heart College, established the school in Mt. Albert Road in 1958. It was a day school catering for boys from Form 1 to Form 7. In 1982, coinciding with the closing of St. Benedict's secondary school for girls, Sacred Heart College became a co-educational school, with girls from Form 3 to Form 7.

Sacred Heart College, being founded and administered by the Marist Brothers' Order, has been influenced by the traditions and spirit of this international community of Brothers, who were founded in the nineteenth century in France to educate the less-favoured students in the post-Revolution period, and then to extend their work into other needy areas of the world. Thus, in 1876, the first Marist Brothers arrived in the South Pacific to open schools in New Zealand, Fiji, the Samoas, and Tonga. These countries today form one administrative unit called the Province, which is headed by a Brother Provincial Superior.

The Marist Brothers are proprietors of three Colleges in New Zealand:

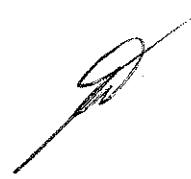
ST. PAUL'S COLLEGE, PONSONBY,
SACRED HEART COLLEGE, GLEN INNES,
MARCELLIN COLLEGE, EPSOM.

In addition, they provide staff in the following schools:

HATO PETERA COLLEGE,
VERMONT STREET CATHOLIC SCHOOL, AUCKLAND,
XAVIER COLLEGE, CHRISTCHURCH,
JOHN PAUL II HIGH SCHOOL, GREYMOUTH,
ST. JOHN'S COLLEGE, HAMILTON,
MARIST BROTHERS, HAMILTON,
ST. PETER'S COLLEGE, PALMERSTON NORTH,
VERDON COLLEGE, INVERCARGILL,
ST. BERNARD'S COLLEGE, LOWER HUTT,
CHANEL COLLEGE, MASTERTON,
MARIST BROTHERS SCHOOL, NAPIER,
SACRED HEART SCHOOL, TIMARU,
MARIST - HOLY CROSS SCHOOL, MIRAMAR,
ST. ANNE'S MARIST SCHOOL, NEWTOWN.

In all the above-mentioned schools, the Brothers bring their own particular traditions and spirit of Christian Community, care for the less-favoured, willingness to go to new areas or needs indicated by the Bishops, and they maintain a strong link with the Pacific Islands, where New Zealand Brothers staff thirteen schools. With the changing needs in all of these places, the Brothers are transferred within New Zealand and between New Zealand and the Pacific.

D.T. Ryan
D.M. Dunn



Against this background of national and international involvement, therefore, Sacred Heart College endeavours to develop within the families and staff who make up the College Community, "a spirit of humility, and a love of awareness of the poor, and apostolic zeal, a sense of the Church and a love of the blessed Virgin." (Constitution of the Marist Brothers).

The College organisation, courses, programme and the environment that they create contributes towards this development. Of particular significance in the life of the College are:

1. The Christian Living and Retreat Programme.
2. Staff training with religious and pastoral emphasis.
3. The emphasis placed on family and community spirit among students parents, staff and past students.
4. The development of prayer and worship.

This resume shall not be construed as adding to or amending the Special Character of the School as defined in **Clause 5** of this agreement.

D.T. Ryan
T.M. Burns

