

SUPPLEMENTARY DEED OF AGREEMENT

SACRED HEART GIRLS' COLLEGE, HAMILTON

THIS DEED OF AGREEMENT is made on the 2nd day of *April*
One thousand nine hundred and ninety ~~six~~ ^{seven} *7* (199*7*). *Age*

1.0 PARTIES

1.1 THE INSTITUTE DE NOTRE DAME DES MISSIONS TRUST BOARD

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

1.2 MISSION COLLEGE HAMILTON TRUST BOARD

a trust board incorporated under the provisions of the Charitable Trusts Act 1957 (hereinafter with its successors referred to as "the Trust Board")

1.3 HER MAJESTY THE QUEEN acting by and through the Minister of Education (hereinafter referred to as "the Minister").

2.0 RECITALS

2.1 By Deed of Agreement bearing date the 22nd day of September 1980 as varied by Supplementary Deeds of Agreement (hereinafter referred to as "the Deed of Agreement"), the Minister and the Order pursuant to Section 7(2) of the Private Schools Conditional Integration Act 1975 established Sacred Heart Girls' College, Hamilton, (hereinafter referred to as "the School") as an integrated school.

2.2 The Order has promoted the establishment of the Trust Board for the purpose of assuming the responsibility of the Proprietor under the Integration Agreement in respect of the School subject to the consent of the Minister.

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W. M. H. K.

2.3 The Order and the Trust Board have requested the Minister to vary the Integration Agreement in respect of the School:

- (a) To substitute the Trust Board for the Order as the Proprietor of the School pursuant to this Deed of Agreement
- (b) To amend the Integration Agreement to ensure consistency with the other integrated schools established by the Order
- (c) To replace the First Schedule

2.4 The Trust Board, the Order and the Minister are now agreed on the need for entering into a supplementary agreement pursuant to Section 7(9) of the Private Schools Conditional Integration Act 1975 to give effect to their agreement.

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

3.1 THAT the Trust Board hereby assumes all the rights and powers conferred on, and all the liabilities and obligations heretofore incurred by, the Order by and pursuant to the Integration Agreement and the Trust Board shall observe and perform all the covenants and obligations which are expressed or implied in the Integration Agreement to be observed or performed by the Proprietor for the time being of the School.

3.2 THAT the Minister accepts the substitution of the Trust Board for the Order as the Proprietor under the Integration Agreement as from the date of execution of this Deed.

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3.3 THAT the Integration Agreement be further amended as follows:

3.3.1 By adding after the words "Roman Catholic Secondary" in the first line of **Recital B** the words "Day and Boarding".

3.3.2 By adding after the words "Roman Catholic" in the first line of **Clause 5** the words "Day and Boarding".

3.3.3 By adding after the word "Secondary" in the first line of **Clause 22** the words "Day and Boarding".

3.3.4 By adding after the words "the School" in the fourth line of **Recital D** the words "excluding the Boarding establishment".

3.3.5 By adding after the words "the School premises" in the second line of **Clause 3(b)** the words "except the boarding establishment".

3.3.6 By adding after the words "for school" in the sixth line of **Clause 3(b)(i)** the words "or boarding".

3.3.7 By adding after the words "for school" in the fifth line of **Clause 3(b)(ii)** the words "or boarding".

3.3.8 By inserting new Clauses:

3(b)(iv) with the words "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

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C. K.

Proprietor shall contribute to the lighting and heating costs according to such use.” and

3(b)(v) with the words “The Board of Trustees may with the consent of the Proprietor use for school purposes part or parts of the land and buildings 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. The Proprietor may require the Board of Trustees to pay a reasonable fee to the Proprietor as a condition of such use.”.

3.3.9 By adding a new **Clause 7(d)** with the words “THE Proprietor has the right at its sole discretion to determine the Controlling Authority of the Proprietor’s boarding establishment.”.

3.3.10 By adding a new **Clause 10A** with the words “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 pupil and shall have the right to require parents or other persons accepting responsibility for any pupil to remove that pupil from the boarding establishment.”.

3.3.11 By deleting the First Schedule and substituting therefor the Schedule attached.

3.4 **THAT** the covenants conditions and restrictions contained and implied in the Integration Agreement shall be read and construed subject to the amendments and modifications herein contained but in all other respects the Integration Agreement is confirmed.

J.
AS
John R.
John R.

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

The Common Seal of THE INSTITUTE DE NOTRE DAME DES MISSIONS TRUST BOARD was hereunto affixed in the presence of:



Mary Martin McLeod Trustee

Edw Kearney Trustee

The Common Seal of THE MISSION COLLEGE HAMILTON TRUST BOARD was hereunto affixed in the presence of:

Rw Anne Trustee

Jessie Trustee

Mary Smith Trustee



Signed by KATHY PHILLIPS, Senior Manager,
pp National Operations, Ministry of Education, pursuant
to authority delegated by the Minister of Education
acting on behalf of HER MAJESTY THE QUEEN
in the presence of:

agustina

*M. D. Bellor
332 Main Road
Tawa, Wellington
Public Servant.*

FIRST SCHEDULE

Description of total land, buildings and other improvements comprising the Proprietor's Land upon which the School premises form part

THE PROPRIETOR'S LAND

All that land, school buildings, offices and other improvements owned by the Institute de Notre Dame des Missions Trust Board, situated at Clyde, Firth and Cook Streets, Hamilton East, New Zealand, being known as Sacred Heart Girls' College, Hamilton and being more particularly described as follows:

FIRSTLY: All that parcel of land containing 2018 square metres more or less situate in the borough of Hamilton being Lot 2 on Deposited Plan 25171 and being part Allotment 27 of the Town of Hamilton East being all the land comprised and described in Certificate of Title Volume 659 Folio 197 (South Auckland Registry).

Subject to: 1. Certificate H466056 pursuant to Section 643 (2)
Local Government Act 1974;

SECONDLY: All that parcel of land containing 8068 square metres more or less being Lot 1 on Deposited Plan 29875 and being part Allotments 30 and 31 Town of Hamilton East and being all the land comprised and described in Certificate of Title Volume 27A Folio 751 (South Auckland Registry).

Subject to: 1. Mortgage No. S513033
2. Mortgage No B150492

THIRDLY: All that parcel of land containing 1396 square metres more or less being Lots 1 and 2 on Deposited Plan 26482 and being part Allotment 32 Town of Hamilton East and being all the land comprised and described in Certificate of Title Volume 12C Folio 672 (South Auckland Registry).

Subject to: 1. Mortgage No. S.513033

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M. J. O'Brien
M. J. O'Brien
M. J. O'Brien
M. J. O'Brien
M. J. O'Brien

FOURTHLY: All that parcel of land containing 2638 square metres more or less being Lots 3 and 4 on Deposited Plan 26482 and being part Allotment 32 Town of Hamilton East and being all the land comprised and described in Certificate of Title Volume 11B Folio 1145 (South Auckland Registry).

Subject to:

1. Mortgage No. S513033
2. Certificate H.466056 pursuant to Section 643(2) Local Government Act 1974

FIFTHLY: All that parcel of land containing 1882 square metres more or less being Lots 2, 3 and 4 on Deposited Plan S8295 and being part of Allotment 33 Town of Hamilton East and being all the land comprised and described in Certificate of Title Volume 2A Folio 296 (South Auckland Registry).

SIXTHLY: All that parcel of land containing 673 square metres more or less situated in the Borough of Hamilton being part Allotment 29 Town of Hamilton East and being all the land comprised and described in Certificate of Title Volume 584 Folio 318 (South Auckland Registry) - limited as to parcels.

Subject to:

1. Agreement as to Fencing contained in Transfer 271717

SEVENTHLY: All that parcel of land containing 673 square metres more or less situated in the Borough of Hamilton being portion of Allotment 29 of the Town of Hamilton East and being all the land comprised and described in Certificate of Title Volume 588 Folio 326 (South Auckland Registry) - limited as to parcels.

EIGHTHLY: All that parcel of land containing 1123 square metres more or less being Lot 1 on Deposited Plan 25171 and being part Allotment 27 Town of Hamilton East and being all the land comprised and described in Certificate of Title Volume 659 Folio 198 (South Auckland Registry).

NINTHLY: An estate in fee simple in all that parcel of land containing 916 square

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M. H. K.
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metres more or less being Lot 2 on Deposited Plan 8033 and being part of Allotment 27 Town of Hamilton East and being all the land comprised and described in Certificate of Title Volume 205 Folio 3 (South Auckland Registry).

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only X.