

SUPPLEMENTARY DEED OF AGREEMENT

THIS DEED OF AGREEMENT is made on the 9th day of March

One thousand nine hundred and ninety five (1995) BETWEEN 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 Proprietor") of the first part and HER MAJESTY THE QUEEN acting by and through the Minister of Education (hereinafter referred to as "The Minister") of the second part.

WHEREAS

A By Deed of Agreement bearing date the 22 September 1980 as varied by any subsequent supplementary agreements (hereinafter referred to as "the Deed of Agreement"), the Minister and the Proprietor pursuant to section 7(2) of the Private Schools Conditional Integration Act 1975 established **SACRED HEART GIRLS' COLLEGE, HAMILTON** as an integrated school (hereinafter referred to as "the School").

B The Proprietor and the Minister wish to vary the Deed of Agreement:-

- (1) To take account of the changes introduced to the education system consequent on the passing of the Education Act 1989 and its subsequent amendments, and
- (2) To replace the Plan annexed to the Second Schedule with a new Plan and to replace the First and Second Schedules with new Schedules, and
- (3) To increase the maximum roll, and
- (4) To replace the Fourth Schedule with a new Schedule.

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

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1. **THAT** any reference to the Board of Governors shall be deemed to be a reference to the Board of Trustees.

2. **THAT** any reference to the Director General or the Regional Superintendent of Education shall be deemed to be a reference to the Secretary of Education.

3. **THAT** the Integration Agreement be further amended as follows:
 - 3.1. By amending Clause 3(d) by adding after the word "hereto" the second time it occurs the words "or such other dates as may be agreed from time to time between the Minister and the Proprietor"

 - 3.2 By deleting the words "six hundred and ninety (690)" in the fifth line of **Clause 8** of the Deed of Agreement and substituting the words seven hundred and twenty (720) therefor.

 - 3.3 By deleting the existing **Clause 7** and replacing it with the following:

"7. (a) THE Board of Trustees shall be the Controlling Authority of the School and shall be constituted pursuant to Part IX of the Education Act 1989.

(b) **THE** control and management of the School shall be exercised subject to the provisions of Section 25(6) of the Private Schools Conditional Integration Act 1975."

 - 3.4 By deleting Subclauses (b) and (c) of **Clause 10** and substituting the following therefor

"(b) In accordance with Section 7(6)(h) of the Private Schools Conditional Integration Act 1975, unless the Proprietor and the Secretary of Education otherwise agree, and subject to places being available, the number of pupils whose parents do not have preference of enrolment at the School in accordance with the provisions of Section 29(l) of the

m. a. m.
b. s. d.

Private Schools Conditional Integration Act 1975 shall be limited at all times to five (5) per cent of the maximum roll as determined by Clause 8 hereof and the Board of Trustees shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Controlling Authority in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School."

- 3.5 By deleting from **Clause 15** the words "as established by Regulations made under the Education Act 1964" and substituting the words "as established pursuant to the Education Act 1989" therefor.
- 3.6 By adding after the words "Deputy Principal" in the first line of **Clause 18** the words ", however described,".
- 3.7 By deleting the **Plan** annexed to the Second Schedule of the Deed of Agreement and substituting therefor the plan annexed hereto.
- 3.8 By deleting the First and Second Schedule to the Deed of Agreement and substituting the Schedules attached hereto.
- 3.9 By deleting the Fourth Schedule of the Deed of Agreement and substituting the Schedule attached hereto.

4. THAT the covenants conditions and restrictions contained and implied in the Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Deed of Agreement is confirmed.

*m. a. m.
b. d. m.*

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

**SIGNED BY THE INSTITUTE DE NOTRE
DAME DES MISSIONS TRUST BOARD**

and sealed with their Seal of Office
in the presence of:

M. A. Monaghan
(Provincial Assistant)

B. Hurley
(Provincial Assistant.)



SIGNED BY KATHY PHILLIPS

Senior Manager, National Operations
Ministry of Education pursuant to authority
delegated by the Minister of Education acting
on behalf of **HER MAJESTY THE QUEEN**

Kathy Phillips

in the presence of:

Judith Manchester
53 Creswick Terrace
Wellington 5

M. A. Monaghan
B. Hurley
up

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 school buildings, offices and other improvements owned by the Institute de Notre Dame des Missions Trust Board, situated at Clyde Street, 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 situated in the Borough of Hamilton being Lot 1 and Lot 2 on Deposited Plan 25171 and being part Allotment 27 of the Town of Hamilton East, and being all the land in Certificate of Title Volume 659 Folio 197 (South Auckland Registry)

SUBJECT TO:

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 in Certificate of Title Volume 27A Folio 751 (South Auckland Registry)

SUBJECT TO:

Mortgage No. S.513033 to the Housing Corporation of New Zealand.

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

*M. A. M.
b. H. W.*

of Hamilton East, and being all the land in Certificate of Title Volume 12C Folio 672 (South Auckland Registry)

SUBJECT TO:

Mortgage S.513033 to the Housing Corporation of New Zealand.

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 in Certificate of Title Volume 11B Folio 1145 (South Auckland Registry)

SUBJECT TO:

Mortgage S.513033 to the Housing Corporation of New Zealand.

FIFTHLY All that parcel of land containing 1882 square metres more or less being Lots 2, 3 and 4 on Deposited Plan S.8295 and being part of Allotment 33 Town of Hamilton East, and being all the land in Certificate of Title Volume 2A Folio 296 (South Auckland Registry)

SIXTHLY All that parcel of land containing 1395 square metres more or less being Lots 5 and 6 on Deposited Plan 779 and being part Allotment 29 Town of Hamilton East and being all of the land comprised in Certificate or Title Volume 584 Folio 318 (South Auckland Registry) Limited as to Parcels

SUBJECT TO:

Agreement as to fencing contained in Transfer 271717

SEVENTHLY All that parcel of land containing 1123 square metres more or less being Lot 1 and 2 on Deposited Plan 25171 and being part Allotment 27 Town of Hamilton East and being all the land comprised in Certificate of Title Volume 659 Folio 198 (South Auckland Registry)

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EIGHTHLY

All that parcel of land containing 916 square metres more or less being Lot 2 on Deposited Plan 8033 and being part allotment 27 Town of Hamilton East and being all the land comprised in Certificate of Title Volume 205 Folio 3 (South Auckland Registry)

There is a debt owing to:

The Institute de Notre Dame des Missions Trust Board Development Account.

*Wm. G. Wm.
ed. b.f.*

SECOND SCHEDULE

Description of land buildings and other improvements comprising the School premises.

THE SCHOOL PREMISES

All that part of the Proprietor's land as described in the **First Schedule** hereto, delineated in red on the annexed plan of the Proprietor's land, which forms part of this Schedule **TOGETHER WITH** all the School buildings and other improvements thereon **SAVE AND EXCEPT** those excepted portions more particularly delineated in blue on the annexed plan hereto **RESERVING NEVERTHELESS** to the non-integrating areas full rights of access and ingress and egress.

M. A. Vm
B. P. J.

FOURTH SCHEDULE

SACRED HEART GIRLS' COLLEGE, HAMILTON

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 in a workmanlike manner to comply with the Building Act.

AGREED PHASING OF WORK TO BE COMPLETED BY:			
	1.7.95	1.7.96	1.7.97
<p><u>Provide:-</u></p> <p>4 teaching spaces; Library space of 232m²; Librarian's Office of 9.5m²; 4 toilets for pupils.</p> <p>This accommodation is to be provided by 1996.</p>			

*M. A. M.
B. S.*

NOTE:

The Supplementary Agreement dated 29 May 1991 required 4 additional teaching spaces. One of these was supplied under a previous loan contract leaving three to be provided.

A further increase in maximum roll from 690 to 720 is being arranged and a copy of that accommodation requirement will be attached when available. It requires one additional space. Both the roll increase and the additional space have been supported by the Property Division of the Ministry of Education District Office.

In summary - the Proprietor is still required to provide four teaching spaces. It is planned in this contract to provide all four, thus completing all current Fourth Schedule requirements.

*cut
M. G. M.
B. H.*