

SUPPLEMENTARY DEED OF AGREEMENT

SACRED HEART COLLEGE, LOWER HUTT

THIS DEED OF AGREEMENT is made on the *8th* day of *August* One thousand nine hundred and ninety four (1994) BETWEEN THE MISSION COLLEGES LOWER HUTT TRUST BOARD a Trust Board incorporated under the provisions of the Charitable Trusts Act 1955 (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 Ninth day of April One thousand nine hundred and eighty (1980) as varied by any subsequent supplementary agreements (hereinafter referred to as "Deed of Agreement"), the Minister and the Proprietor pursuant to section 7 (2) of the Private Schools Conditional Integration Act 1975 established Sacred Heart College, LOWER HUTT 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 First Schedule with a new Schedule to include additional land, buildings and other improvements comprising the Proprietor's land of which the School premises form a part, and
 - (3) To replace the Second Schedule and the Plan annexed thereto with a new Plan, and
 - (4) To delete the Third Schedule, and

Handwritten signatures and initials
A circular stamp on the right margin contains the text "MISSION COLLEGES LOWER HUTT".

- (5) To replace the Fourth Schedule with a new Schedule setting out Building Requirements to be carried out and/or completed by the Proprietor as at the date of this Supplementary Deed of Agreement, and
- (6) To delete Clause 29.

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

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 shall be deemed to be a reference to the Secretary of Education.
3. THAT the Integration Agreement be 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 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."

3.3. 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 otherwise agrees, 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(1) of the 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."

3.4. 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.

3.5. By adding after the words "Deputy Principal" in the first line of Clause 18 the words ", however described,".

3.6. By deleting Clause 24 and substitute the following Clause therefor:

"24 IT is acknowledged by and between parties hereto pursuant to Clause 23 hereof that certain of the services and facilities on or serving the Proprietor's land and the Chapel and other improvements thereon are used in common for the purpose of the School premises and as is more particularly delineated on the plan forming part of the Second Schedule hereto. In particular the access driveway from Laings Road, the water supply, the power supply, the sewerage and stormwater drainage systems are all used in

common and the costs of maintaining such services and facilities shall be apportioned as provided in Clause 23 hereof. If practicable the power supply to the School premises shall be separately metered at the expense of the Proprietor."

3.7. By inserting after Clause 27 the following Clause:

27A THE Proprietor agrees to maintain Block G more particularly delineated on the plan forming part of the **Second Schedule** hereto so as to meet Ministry of Education requirements until such time as the demolition or remodelling work outlined in the **Fourth Schedule** hereto is carried out. The Controlling Authority shall be responsible for the running or operating costs associated with the use of the said Block G, in particular the power supply, water, sewerage, drainage and cleaning costs.

3.8. By deleting Clause 29.

3.9. By deleting the **First Schedule** to the Deed of Agreement and substituting therefor the amended First Schedule attached hereto.

3.10. By deleting the **Second Schedule** of the Deed of Agreement and the Plan annexed thereto and substituting therefor the **Second Schedule** attached hereto and the amended Plan annexed thereto.

3.11 By deleting the **Third Schedule** of the Deed of Agreement.

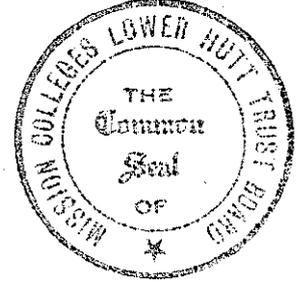
3.12. By deleting the **Fourth Schedule** of the Deed of Agreement and substituting the **Fourth Schedule** attached hereto.

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.

W
H
S
O
P
S
P.

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

The Common Seal of MISSION COLLEGES
LOWER HUTT TRUST BOARD was hereunto
affixed in the presence of:-



[Handwritten signature]
..... Trustee

[Handwritten signature]
..... Trustee

[Handwritten signature]
..... Trustee

[Handwritten signature: Kathy Phillips]

SIGNED by KATHY PHILLIPS

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

Judith Tranchesi
53 Creanick Terrace
Wellington 5

[Handwritten signature]
[Handwritten initials]

SCHEDULE

New First Schedule

"FIRST SCHEDULE"

(Description of total land, buildings and other improvements comprising the Proprietor's land of which the school premises forms part.)

THE PROPRIETOR'S LAND

1. All that parcel of land containing 1.3531 hectares situate in the City of Lower Hutt being part Sections 21 and 25 Hutt District and being Lot 3 on Deposited plan 26955 and all land in Certificate of Title Volume F3 Folio 666 (Wellington Registry);
2. All that parcel of land containing 207 m2 situate in Block XIV Belmont Survey District being Section 955 Hutt District and all the land in certificate of Title Volume 22A Folio 964.
3. All that Parcel of land containing 270 m2 situate in the City of Lower Hutt being Lot 1 on Deposited Plan 51495 and all the land in Certificate of Title Volume 23D Folio 118.

Subject to:

- (1) as to the part shown coloured on Plan 26955 to the stream clearing and maintenance rights (in gross) in favour of the Lower Hutt City Council created by Transfer 653116 (Subject to Section 351E(a) Municipal Corporations Act 1954).
- (2) Mortgage 44051.1 to the Housing Corporation and variations thereto.

(which together the above 1, 2 and 3 are commonly known as 35-41 Hautana Street).

4. All that Parcel of land containing 642 m2 situate in the City of Lower Hutt being Lot 2 on Deposited land in Certificate of Title Volume 411 Folio 10 (commonly known as 33 Hautana Square).

Subject to Drainage Rights on Deposited Plan 1547.

5. All that Parcel of land containing 834 m2 situate in the City of Lower Hutt being Lot 1 on Deposited Plan 71142 and being all the land in Certificate of Title Volume 39D Folio 146 (commonly known as 31 Hautana Square).

Subject as to the part formerly in CT 411/9 to the following conditions endorsed on Plan 1547 in favour of the Lower Hutt City Council - (i) The Council have the right to drainage along the course of the stream and (ii) The

Council or their employees have the right to enter upon the said land for the purpose of gaining access to the stream.

6. All that Parcel of land containing 1130 m2 situate in the City of Lower Hutt being Lot 2 Deposited Plan 54165 and being all the land in Certificate of Title Volume 24A 793 (commonly known as 20 Bellevue Road).

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]
46
1987

SCHEDULE

New Second Schedule

"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 plan forms part of this Schedule TOGETHER WITH all the School buildings and other improvements now standing or erected thereon and as shown on the said Plan save and except Blocks J,L and P more particularly delineated in blue on the said Plan RESERVING NEVERTHELESS 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 of any or all gas, high pressure water, stormwater, sewerage, electric power or telephone pipes conduits lines or cables serving those parts of the Proprietor's lands excluded from this Deed of Agreement.

SCHEDULE

New Fourth Schedule

"FOURTH SCHEDULE

SACRED HEART COLLEGE, LOWER HUTT

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 Ministry of Education standards.

ALL TO BE COMPLETED BY 1/7/97

BUILDING REQUIREMENTS

Staff Restroom	4.32 m2
Interview Room	8.64 m2
2 Music Practice Rooms	2x9.36 m2
Physical Education Store	12.96 m2
Gymnasium	557 m2
Changing Rooms	80 m2
Equipment Bay	28 m2
Weight Training Bay	28 m2
Music Suite	172 m2
Maintenance Staffroom	19 m2
1 HOD Room	7.5 m2
Drama Store	19 m2
Technicraft/Multicraft facility	

Demolish Block G

A handwritten signature is written over a circular stamp. The stamp contains the text 'TRUST' and '18887'.