

THIS DEED OF AGREEMENT is made the 29 day of MARCH, One thousand nine hundred and eighty three (1983)

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 The Proprietor is the owner of **Sacred Heart College, NAPIER**, (hereinafter referred to as "**the School**")
- B The School is a Roman Catholic Secondary Day and Boarding School for girls only from Form Three (III) to Form Seven (VII) offering Education with a Special Character.
- C The School was established in 1867 and up to the effective date of integration was conducted and staffed in part by members of the Roman Catholic Religious Order of Women known as the Institute de Notre Dame des Missions (usually known as the Sisters of Our Lady of the Missions). The Sisters of Our Lady of the Missions bring to the School the special characteristics of their Order as are more particularly described in the **Fourth 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.

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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**

- (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.

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- (c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
- (d) The Proprietor shall plan, pay for, and execute the improvements described in the **Third Schedule** hereto, to the School premises, so as to bring the School buildings and associated facilities forming part of the School premises up to the minimum standard for comparable State Schools prevailing at the effective date of this Deed of Agreement. Such improvements are to be carried out in accordance with the dates specified against such improvements in the **Third Schedule** hereto. The Proprietor shall upon completion of any improvements to the electrical services described in the **Third Schedule** hereto arrange for the local Electrical Supply Authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976.
- (e) The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time, by the Minister pursuant to Section 40(2)(d) of the Private Schools Conditional Integration Act 1975.
- (f) The Proprietor may own or hold upon trust, and control and maintain, any land, buildings and associated facilities that, although not part of the integrated School premises in terms of this Deed of Agreement are regarded by the Proprietor as appropriate to maintain the Special Character of the School.
- (g) The Proprietor shall insure all the buildings forming part of the School premises and the Proprietor's chattels (if any) owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on it created by Section 40(2)(h) of the Private Schools Conditional Integration Act 1975.

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- (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.

**5. THE** Special Character of the School is that it is a Roman Catholic School for girls only established by the Institute de Notre Dame des Missions for the Roman Catholic community of the Diocese of Palmerston North 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 :-

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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 Palmerston North

**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.

**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 :-

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- (i) One (1) member appointed by the Education Board of the Hawkes Bay 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 three hundred and twenty six (326) pupils, made up of fifty three (53) boarders and two hundred and seventy three (273) day pupils at the 1st day of July 1982, being the year when the roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be three hundred and fifty (350) pupils, of whom no more than two hundred and ninety (290) 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

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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 eighteen (18) 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.
- (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 her attendance at the Proprietor's boarding establishment.

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

11. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School, Religious observances and Religious instruction in accordance with the determination made from time to time by the Roman Catholic Bishop of the Diocese of Palmerston North 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.

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.

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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** staffing entitlement of the School as at the 1st day of March one thousand nine hundred and eighty two (1982) was sixteen decimal four six (16.46) positions (excluding the Principal and Director of Religious Studies) of which there shall be seven (7) teaching positions at the School which in accordance with section 65(1)(c) of the Private Schools Conditional Integration Act 1975 shall be positions of importance carrying a responsibility for Religious instruction and an advertisement for those positions shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to these positions shall accept these requirements as a condition of appointment. In the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the number of teaching positions designated under Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for Religious instruction shall be the same proportion to the nearest whole number of the other teaching positions as seven (7) is to sixteen decimal four six (16.46) as hereinbefore provided.

19. **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.

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**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. THE** School is a Secondary Day and Boarding School for girls only from Form Three (III) to Form Seven (VII) and shall remain so until such time as an agreement to a change in this organisation of the School is reached

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between the Proprietor and the Minister and the parties hereto enter into a supplementary Deed of Agreement to give effect thereto.

**25. 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.

**26. IT** is acknowledged by and between the parties hereto pursuant to **clause 25** 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 and as is more particularly delineated on the plan forming part of the **Second Schedule** hereto. In particular, the access from Convent Road and the car parking area shaded yellow on the plan forming part of the **Second Schedule** hereto, 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 25** hereof. If practicable the 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.

**27. 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.

**28. 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.

29. 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.

30. NEITHER the Minister nor the Controlling Authority shall be responsible for any damage or injury caused by the movement or slipping of any part of the land forming part of the school premises other than that arising directly by virtue of the negligence of the Minister, the Controlling Authority, or their servants or agents.

31. NEITHER the Minister nor the Controlling Authority shall be responsible for the maintenance of the steep wooded area hatched in brown on the plan forming part of the **Second Schedule** hereto.

32. 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.

33. 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.

34. THE Minister shall subject to **clause 3(d)** and **(e) clause 27, clause 30** and **clause 31** of this Deed of Agreement after the effective date hereof

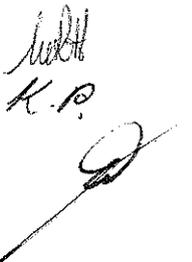
*K.P.*

maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State School and provide for the maintenance of the chattels as though the School were a State School. The School shall be entitled to such furniture and equipment as the Minister supplies from time to time to comparable State Schools.

35.. THE effective date of this Deed of Agreement shall be the 30th day of March One thousand nine hundred and eighty three (1983)

36. 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.

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THE COMMON SEAL of THE )  
INSTITUTE DE NOTRE DAME DES )  
MISSIONS TRUST BOARD was hereunto )  
affixed by and in the presence of:- )



M. Holderness )  
Trustee

H. Prendergast )  
Trustee

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

M. J. Fakler  
12 Hohiria Road,  
Hataitai, Wellington.

(Private Secretary.)

## FIRST SCHEDULE

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

### The Proprietor's Land

All that land, buildings and other improvements owned by the Institute de Notre Dame De Missions Trust Board situate in the City of Napier being known as Sacred Heart College and being more particularly described as follows and delineated in green 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 2.7327 hectares more or less situate in the City of Napier being Lot 1 on D.P. 17351, formerly Lot 29 on D.P. 41, Lot 1 on D.P. 1195, Lots 1, 2, 6, 8, 8A, on D.D.P. 450, Part 7 and Part 9 D.D.P. 450, Lot 1 D.P. 5162, Lot 2 D.P. 16076 and Part Suburban Sections 76 and 77 Town of Napier and being all that land contained in Certificate of Title Volume K1 Folio 272 (Hawkes Bay Registry).

### Subject to

1. Right to drain sewage over part created by transfer 375283.3.
2. Right of Way over part created by transfer 68801, transfer 69562, Deed No. 63095 and Deed No. 62454.
3. Sewerage rights over part created by Deed No. 70141 and Deed No. 64304.

### Appurtenant Hereto

Right of Way over Part Suburban Section 73 created by transfer 1422.

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## SECOND SCHEDULE

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

### The School Premises:

All that part of the Proprietor's land as described in the **First Schedule** hereto, delineated in red on the annexed plan of the Proprietor's land, which forms part of this Schedule, **TOGETHER WITH** all the School buildings and other improvements thereon **SAVE AND EXCEPT** the cemetery and Block L more particularly delineated in blue on the annexed plan and the non-integrating areas as shown on Departmental drawing No. EIS 260 04 **TOGETHER WITH** a reservation in favour of the non-integrating areas more particularly delineated in blue on the annexed plan of full rights of access inter se and of ingress and egress to and from those areas over the access thereto shaded yellow on the annexed plan from and to Convent Road, Napier.

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THIRD SCHEDULE

SACRED HEART COLLEGE, NAPIER

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.

In those cases where the words "half cost to be met by department" appear in relation to particular works, the property supervisor of the regional office of the Department of Education shall draw up the specifications for such particular works and the proprietor shall obtain his approval to the contractor and to the price before commencing such works. All work is to be carried out by tradesmen or in a workmanlike manner to the Department of Education standards.

AGREED PHASING OF WORK TO BE COMPLETED BY:

SITE	30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Sealed and Concrete Paved Areas						
Repair or replace four sections of concrete paving on west side of car parking area				x		
Patch drive from entrance gate to concrete area west of Block G		x				
Reseal drive from entrance gate to concrete area west of Block G						
Raise metal sump lid to the level of surrounding concrete paving on the south side of the car park area		x				
Replace the concrete paved access drive from Cobden Crescent with concrete, suitable to take heavy traffic, or remove existing concrete, compact area and seal with hot mix asphaltic concrete				x		
Replace concrete paving from brick paving adjacent to seats on the south side of Block A, also around sump covers and area adjacent to incinerator extending to basement door access to Block A and the area north of the brick paving and seating				x		
Seal drive extending from the entrance park to Blocks 01, 02, 03 to the fence line on the south side of the grassed area				x		
Regrade and compact the entrance drive and surrounding sealed area of Block I and reseal				x		
Provide concrete surround for water meter to support the steel lid south side of Block V			x			

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	30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p><u>SITE (continued)</u></p>						
<p><u>Tennis Court</u>                      Replace netting with chain link type                      Patch where roots have broken seal on north side and reseal</p>			x			x
<p><u>Netball Court</u>                      Replace netting with chain link type                      Renew rusted and missing corner braces                      Replace or repair rusted corner post                      Repair surface                      Relevel, compact and reseal</p>	x	x	x			
<p><u>Drinking Fountains</u>                      Provide restrictor valves to drinking fountains</p>	x					
<p><u>Sumps &amp; Gullies</u>                      Clean out all stormwater sumps and gullies and connect to main stormwater drain</p>	x					
<p><u>Fire Hydrant</u>                      Replace the existing fire stand pipe on the NW corner of Block C with an approved fire hydrant complete with toby and lid</p>	x					
<p><u>Grassed Area</u>                      Upgrade to state school standards</p>	x					
<p><u>Incinerator</u>                      Replace incinerator with a type which meets Education Department and local body requirements</p>	x					
<p><u>Stormwater Drains</u>                      Connect stormwater drainage from downpipes to main stormwater drain where practicable or connect to soak pits</p>	x					
<p><u>Boundary Fences</u>                      Upgrade all fences and gates to state school standards</p>			x			

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	30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p><u>BLOCK A</u></p> <p><u>Exterior</u></p> <p>Repile with concrete piles</p> <p>Relevel floor and firmly secure all floor joists to the top plate of jack framing after leveling and repiling</p> <p>Demolish timber decking and cantilevered joists to area 22 on east side of area 23 and make good</p> <p>Build up grassed area on west side of building to provide adequate cover to cast iron stormwater drain</p> <p>Extend stormwater drain from downpipe by area 21 to connect to main drain if practicable or connect to soak pits</p> <p>Replace timber posts supporting hose taps on west side with ground retention posts</p> <p>Remove hardfill from baseboards under areas 12 and 13 and provide a concrete retaining wall</p> <p>Provide concrete surrounds to downpipes</p> <p>Spray to kill creeper and weeds around perimeter of buildings</p> <p>Refix door frame to basement area on south wall under area 16</p> <p>Replace cracked fascia and refix head flashing to door</p> <p>Replace damaged beads, parting slips to double hung windows and make all sashes operable</p> <p>Over flash and seal sills where roof flashings have been cut into top edge of sill on clerestorey windows</p> <p>Rake out loose plaster where apron flashings to low level roofs are fixed into stucco walls</p> <p>Refix flashings securely and replaster</p> <p>Repair, rehang and treat for rust and paint Convent Road entrance gates</p> <p>Replace corrugated asbestos roof</p> <p>Replace all spoutings and downpipes</p> <p>Rake out cracks in stucco prior to repainting</p> <p>Apply moss killer to stucco walls, then paint</p> <p>Paint all woodwork</p> <p>Paint all existing galvanised iron roofs</p> <p>Paint new roofs after weathering</p>		x	x			x
		x	x			
		x	x			
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		x	x			x x

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K.P.

	30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK A (continued)</u>						
<u>Interior</u>						
<u>Area 1</u>						
Sand and seal floor						
Adjust and make operable exterior glass sliding doors and opening windows						
Replace or resurface chalkboard						
Revarnish all varnished areas						
Areas 2, 3 and 4						
Sand and seal floor						
Replace or resurface chalkboard						
Adjust gang windows						
Revarnish all varnished areas						
<u>Area 9</u>						
Ease double hung windows						
Sand down and revarnish all varnished areas (half cost to be met by department)						
<u>Area 10</u>						
Ease windows, replace cords as required						
Replace cupboard catches						
Ease door to area 12, remove crazed varnish and revarnish						
Replace or resurface chalkboard						
Make folding doors operable						
Sand and seal floor						
Sand down and revarnish all varnished areas						
Repair or replace exterior door						
<u>Area 11</u>						
Sand and seal floor						
Ease all windows and replace cords as necessary						
Making folding doors operable						
Replace cupboard catch						
Replace or resurface chalkboard						
Sand down and revarnish all varnished areas						
Repair or replace exterior door						
Areas 12 & 13						
Replace four sheets of lining to ceiling buckled by roof leaks						
Refix loose edges to ceiling sheets prior to painting						
Repaint						

*K.P.*

*[Signature]*

	30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p>BLOCK A Interior (continued) Area 14 Cover floor with vinyl over hardboard underlay Replace cracked tops to locker seats, make hinge repairs as required Make double hung spiral balance double hung windows operable Sand down and revarnish all varnished surfaces, including shelving Paint hardboard dado in corridor Seal off water penetration under windows Replace broken architrave to toilet door Replace buckled ceiling sheets Investigate evidence of roof leak above toilet door and repair as necessary</p>		<p>x x</p>	<p>x</p>			313.88
<p>Area 15 Replace borer infested entrance and cubicle door Repair edge of strip between basin and wall Nail back all quads, door architraves, &amp; planted steps to doors prior to repaint Repair floor covering behind entrance door</p>	<p>x x</p>	<p>x x</p>				
<p>Area 16 Fit vinyl over hardboard underlay to floor Ease windows and make operable Resurface lab bench tops Replace or resurface chalkboard Redecorate area</p>	<p>x</p>	<p>x x x x</p>	<p>x</p>			
<p>Provide fume cupboard to Education Department standard Upgrade room to state school standards Areas 17 and 18 Ramp floor, reline walls, provide vinyl over hardboard underlay to floor</p>	<p>x x</p>	<p>x</p>				
<p>Patch hinged checks where door to area 18 removed Replace toilet seat Lubricate door hinges Area 20</p>	<p>x x x</p>		<p>x</p>			
<p>Cover floor with vinyl over hardboard underlay Adjust opening windows and make operable Area 21</p>	<p>x</p>		<p>x</p>			
<p>Ease and make operable double hung window Replace broken glass Replace cracked WC pan</p>	<p>x x x</p>					

*K.P.*

	30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK A						
<u>Interior (continued)</u>						
<u>Area 25</u>						
Ease lock on egress door		x				
Ease windows and make operable		x				
Revarnish all varnish work			x			
<u>Area 22</u>						
Patch hinge and lock rebates to door jamb where door has been removed between areas 7 and 22		x				
<u>Area 23</u>						
Renail ceiling, stop up holes and repaint		x				
Ease egress door and make operable		x				
Repair roof where leaking		x				
<u>Area 24</u>						
Ease windows and make operable		x				
<u>Structural</u>						
Upgrade bracing for seismic loadings to MWD standards				x		
<u>Mechanical</u>						
Upgrade heating to state school standards in Areas 1, 2, 3, 4, 10, 11, 16, 17, 23 and 25						
<u>Electrical</u>						
Replace rewirable fuses with MCB's in sub switchboard and upgrade						
Replace VIR/TRS wiring in sub circuit						
Upgrade lighting to state school standards in Area 9						
Replace faulty light switches and sockets throughout block	x					
<u>Fire Protection</u>						
<u>Fire Alarm</u>						
Install a low voltage fail safe manual fire alarm system with call points and bells in those areas indicated by MWD officers	x					

*[Signature]*  
K.P.

	30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p><b>BLOCK A</b>  <u>Fire Protection (continued)</u>  <u>Means of Egress</u>                      Provide alternative egress from Area 16 by means of a normally hung door, landing and fire escape stairs to the ground                      Provide fire escape stairs to the ground from the landings by the exterior doors from Areas 23 and 25                      Replace locks on exterior exit doors serving Areas 2, 3, 4, 7, 14, 23 and 25 with a type that can be opened from the inside without the use of keys                      Rehang exit doors to Area 7 to open outwards                      Remove the lock from the door between Areas 1 and 20                      Ease the exterior door on Area 1 and grease track rollers  <u>Smoke Stopping and Linings</u>                      Provide fire resistant linings for all spaces on both levels of the two storey section including under the stairs                      Provide fire resistant linings to the under floor areas if used for storage                      Provide fire resistant wall and ceiling linings to Area 16                      Subdivide the roof space between Areas 2 and 3 with a fire stop partition                      Smoke stop the stairs by installing self closing fire resistant doors to all interior doors that open into Areas 7, 22 and 26                      Treat wall and ceiling linings in Areas 14 and 20 with fire retardent paint when next redecorating  <u>Fire Equipment</u>                      Replace the fire hose points in Areas 12, 13, 20 and 26 with reels of 25m of 12mm hose on a swinging arm                      Retain existing hose boxes and fit FIRE HOSE REEL signs on the outside  <u>Fire Protection - General</u>                      Install a master control for the gas supply adjacent to the teachers bench</p>	<p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p>	<p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p>	<p>x</p> <p>x</p> <p>x</p> <p>x</p>			
<p><b>BLOCK B</b>  <u>Exterior</u>                      Clear weeds and build up of soil from foundation vents on east end of buildings                      Provide additional rail between the top and bottom rail of the handrail on fire escape at east end of building</p>	<p>x</p>					

*K.P.*

*[Signature]*



	30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK B Fire Protection (continued) Fire Alarm Link into manual fire alarm system proposed for Block A	x					
BLOCK C Exterior Replace malthoid roof over entrance doors on west end of building Replace two ceiling panels on porch when roof replaced Patch stucco where chipped off building Rake out cracks in plaster and seal off before painting Repaint block Paint unpainted lean-to roof		x x x x				
Interior Area 43 Completed the timber mouldings in corners and joints Area 60 Cover floor with flooring grade pycopine and seal with 3 coats of polyurethane Repaint all painted areas (half cost to be met by department) Fit wired glass to bottom panels of exterior doors Area 61 A and C Repair hole in wall linings and adjust door lock Refix basin to wall Area 61 C Replace broken glass in window		x	x			
Structural Upgrade foundations to MWD standards						
Electrical Install an additional sub main from MSB to new sub board in Area 60 and rearrange existing to service only Area 60 Install a new sub switchboard and rearrange existing services in Area 60 to service only Area 60 Rewire switchsocket heaters and reroute to new sub board Provide permanently wired sockets Replace sub switchboard with metalclad modular MCB type in Area 61 and rewire/reroute sub main to new supply source Upgrade stage lighting, switch sockets and emergency lighting to state school standards					x x x x	



	30.3.83	31.3.84	31.3.85	31.3.86	31.3.77	31.3.88
<p><u>BLOCK I</u>  <u>Exterior</u>                      Replace missing or damaged foundation vents                      Provide surrounds and grates to gully traps                      Replace rotten steps east wall with concrete steps                      Replace door and sill on east wall                      Replace door sill and section of fascia east end of north wall                      Provide stormwater drain with surround to downpipe on S W corner                      Replace bottom section of PVC downpipe with cast iron or galvanised wrought iron                      Rehinge access door in foundation wall and provide tower bolt or similar                      Provide stormwater drain to downpipe on south wall by east door                      Replace rusted window frames                      Paint exterior</p>				X X X X X		
<p><u>Interior</u>                      Upgrade all rooms to Education Department requirements</p>				X		
<p><u>Structural</u>                      Upgrade bracing for seismic loadings to MWD standards</p>				X		
<p><u>Mechanical</u>                      Upgrade heating to state school standards in Areas 44 and 47                      Provide ventilation to gas meter cupboard in Area 44</p>				X		
<p><u>Electrical</u>                      Repair service main at point of entry                      Replace fuses in main switchboard with MCB's                      Upgrade lighting to state school standards in Area 44                      Replace defective light switches, pendants and lampholders</p>	X					
<p><u>Fire Protection</u>  <u>Means of Egress</u>                      Replace locks on exterior exit doors from Areas 45 and 46 with a type that can be opened from the inside without the use of keys                      Repair the steps outside the exit door to Area 45                      Ease all exterior exit doors and repair as necessary</p>	X X X					

*[Handwritten initials]*  
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	30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p><u>BLOCK I</u>  <u>Fire Protection (continued)</u>  <u>Fire Alarm</u>                      Install Combined Manual Alarm Sounders                      Link into fire alarm system proposed for Block A  <u>Fire Equipment</u>                      Install a 25m x 12mm fire hose reel in Area 46                      Hang the CO<sub>2</sub> fire extinguisher in Area 47 on a bracket  <u>Fire Protection - General</u>                      Fit neon indicators to power outlets in Area 44 used for electric irons                      Fit a master control for gas supply adjacent to teachers bench in Area 47</p>	x	x x x		x		
<p><u>BLOCK N</u>  <u>Exterior</u>                      Metal prime and paint metal exterior</p>		x				
<p><u>BLOCK O1, O2 AND O3</u>                      Paint roof of each block</p>		x				
<p><u>Structural</u>                      Brace longitudinally in front walls to MWD standards</p>					x	
<p><u>Fire Protection</u>  <u>Fire Alarm</u>                      Link into fire alarm system proposed for Block A</p>	x					
<p><u>BLOCK S</u>                      Replace filter plant and all rusty galvanised pipes</p>		x				
<p><u>Electrical</u>                      Permanently wire filtration pump motor</p>		x				
<p><u>BLOCK T</u>                      Provide timber stand for chemicals                      Provide ventilation for chemical store                      Provide vapour barrier under roof</p>		x x x				

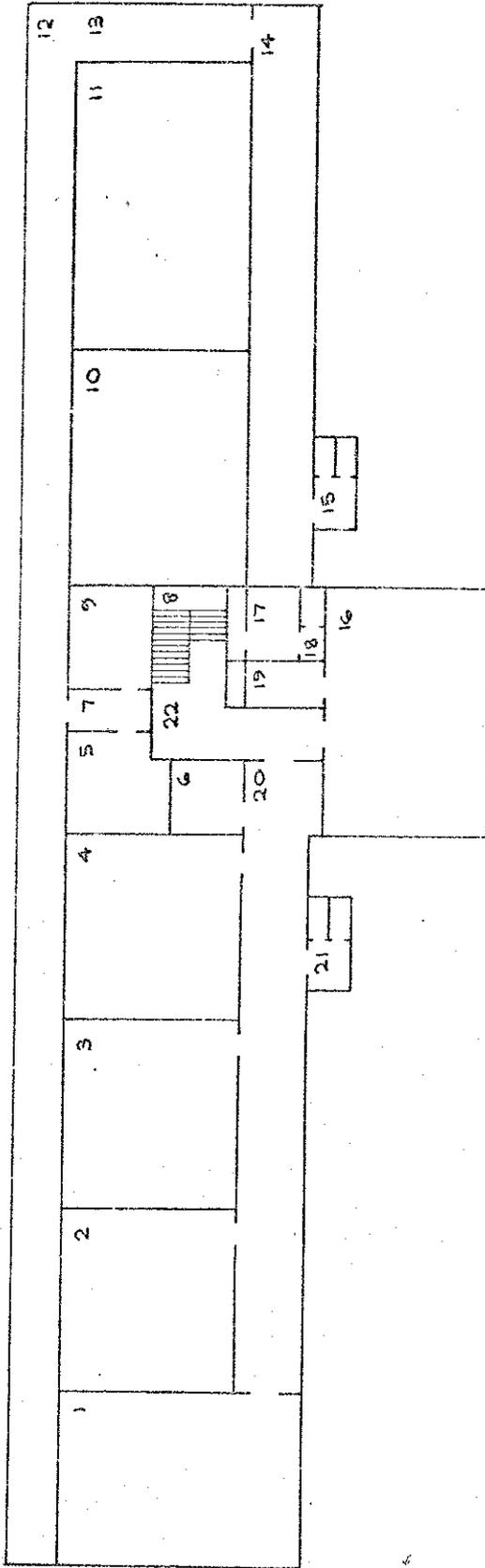
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 K.P.

30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p><u>BLOCK V</u></p> <p>Remove concrete slabs at north end and replace allowing to extend to tennis court retaining wall</p> <p>Replace concrete paving at south end including channel section at corner of Block C part patched with asphalt</p> <p>Extend width of path on west side of foot bath</p> <p>Remove power pole by Block S</p> <p>Replace timber covers at ends of foot bath</p> <p>Saw cut concrete slab at top end by foot bath and to Block C end of steps</p> <p>Remove damaged concrete and replace</p> <p>Provide safety fence</p>	<p>x</p> <p>x</p> <p>x</p>	<p>x</p> <p>x</p> <p>x</p>	<p>x</p>		
<p><u>FURNITURE AND EQUIPMENT</u></p> <p>Upgrade furniture and equipment in those areas noted by departmental officers</p>					
<p><u>BUILDING REQUIREMENTS</u></p> <p>Provide by new construction or remodelling the following:</p> <p>Art and craft room of 105m<sup>2</sup> )</p> <p>Art and craft store of 21m<sup>2</sup> )</p> <p>Art and craft project of 19m<sup>2</sup> )</p> <p>Clothing store of 10m<sup>2</sup> )</p> <p>General science laboratory of 81m<sup>2</sup> )</p> <p>Preparation room of 14m<sup>2</sup> )</p> <p>Chemical store of 17m<sup>2</sup> )</p> <p>Advanced laboratories 2 x 84m<sup>2</sup> )</p> <p>Advanced preparation room of 11.5m<sup>2</sup> )</p> <p>Music room of 70m<sup>2</sup> )</p> <p>Music store resource of 23m<sup>2</sup> )</p> <p>Music practice of 11m<sup>2</sup> )</p>					



BLOCK A FIRST FLOOR AREA

ROOM	AREA
22	51.00m <sup>2</sup>
23	8.58m <sup>2</sup>
24	52.00m <sup>2</sup>
25	
26	
<b>TOTAL AREA</b>	<b>= 147.56m<sup>2</sup></b>



BLOCK A GROUND FLOOR AREA

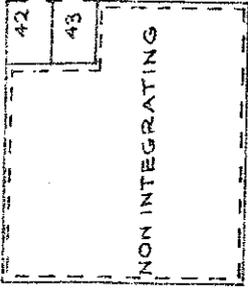
ROOM	AREA
1	10m <sup>2</sup>
2	51.72m <sup>2</sup>
3	51.72m <sup>2</sup>
4	51.72m <sup>2</sup>
5	17.04m <sup>2</sup>
6	10.24m <sup>2</sup>
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	

TOTAL AREA = 887.66m<sup>2</sup>

DEPARTMENT OF EDUCATION  
 buildings division: integration of private schools  
 School: SACRED HEART COLLEGE, NAPIER

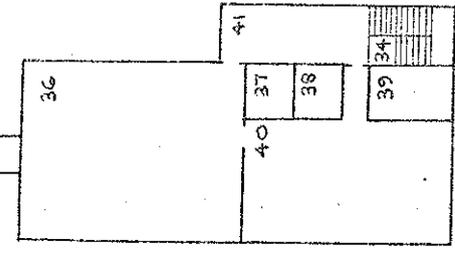
Drawing No:	E15 260 02	Scale:	1:300
Date:	18 JUNE 1981		
Revision	23 SEPTEMBER 1981		
Drawn:	JLB		

SHEET 2 OF 5 SHEETS



BLOCK D  
ROOM AREA  
 42 SWITCH BOARD 2.24m<sup>2</sup>  
 43 BOILER ROOM 2.24m<sup>2</sup>  
TOTAL INTEGRATING AREA = 8.5m<sup>2</sup>  
TOTAL AREA = 103.04m<sup>2</sup>

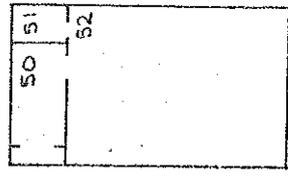
BLOCK B GROUND FLOOR  
ROOM AREA  
 27 CLASSROOM 64.40m<sup>2</sup>  
 28 TOILET  
 29 TOILET  
 30 WASHRY  
 31 LOBBY  
 32 CLOAKROOM  
 33 CLASSROOM 35.00m<sup>2</sup>  
 34 STAIRS  
TOTAL AREA = 146.74m<sup>2</sup>



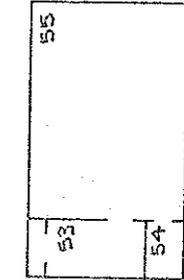
BLOCK B FIRST FLOOR  
ROOM AREA  
 35 CLASSROOM 58.80m<sup>2</sup>  
 36 TOILET  
 37 STAFF KITCHEN 4.62m<sup>2</sup>  
 38 STAFFROOM 43.00m<sup>2</sup>  
 39 FOYER  
 40 EQUIPMENT STORE 15.3m<sup>2</sup>  
TOTAL AREA = 145.42m<sup>2</sup>



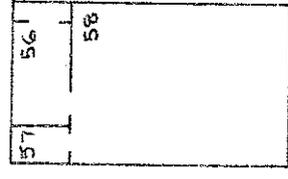
BLOCK N  
ROOM AREA  
 49 EQUIPMENT STORE 15.3m<sup>2</sup>



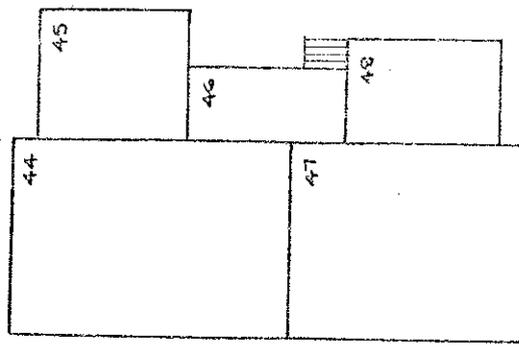
BLOCK O1  
ROOM AREA  
 50 CLOAKROOM 2.90m<sup>2</sup>  
 51 STORE 50.88m<sup>2</sup>  
 52 CLASSROOM  
TOTAL AREA = 66.49m<sup>2</sup>



BLOCK O2  
ROOM AREA  
 53 CLOAKROOM 2.90m<sup>2</sup>  
 54 STORE 50.88m<sup>2</sup>  
 55 CLASSROOM  
TOTAL AREA = 66.49m<sup>2</sup>



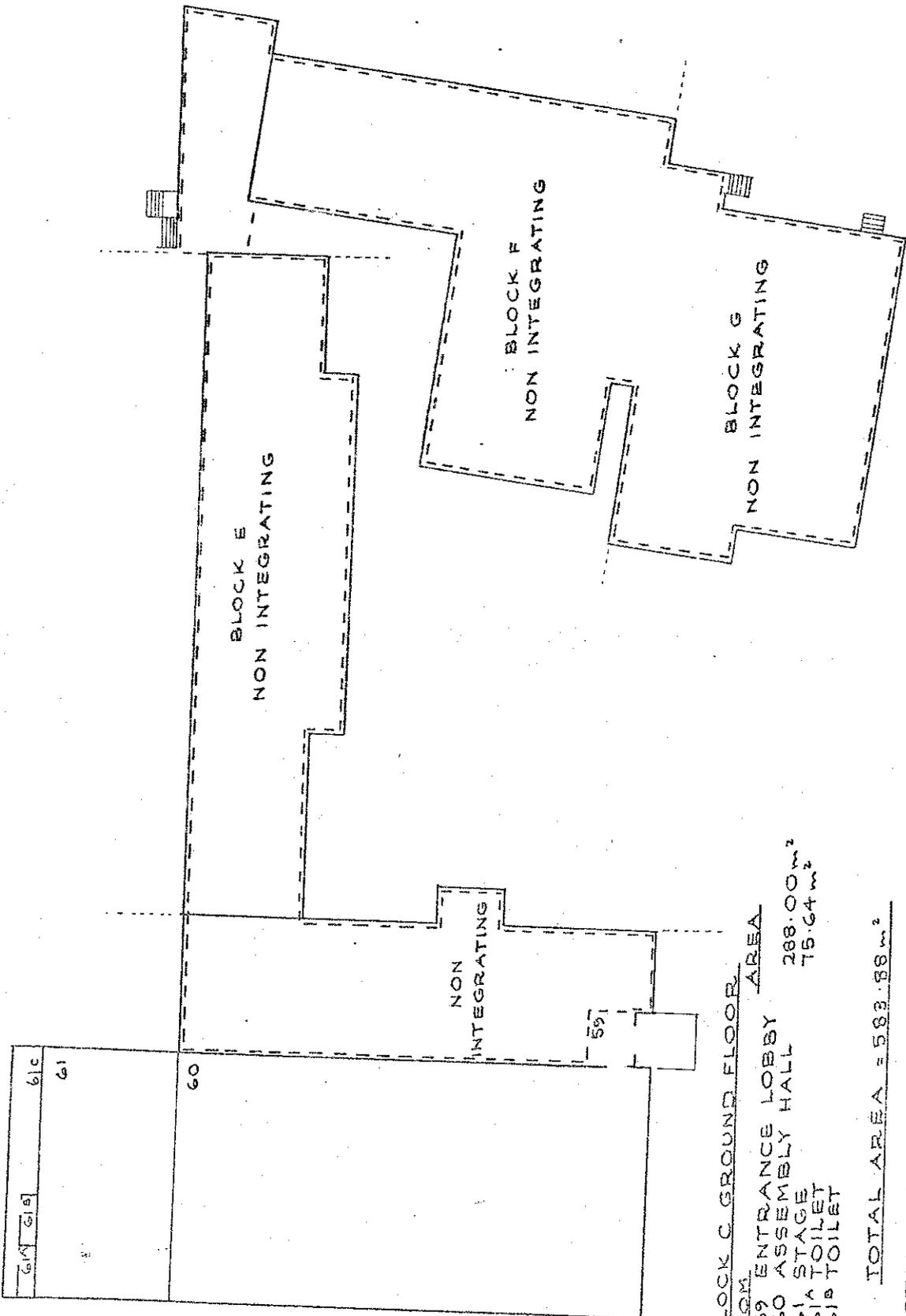
BLOCK O3  
ROOM AREA  
 56 CLOAKROOM 2.90m<sup>2</sup>  
 57 STORE 50.88m<sup>2</sup>  
 58 CLASSROOM  
TOTAL AREA = 66.49m<sup>2</sup>



BLOCK I  
ROOM AREA  
 44 CLOTHING 30.03m<sup>2</sup>  
 45 ART ROOM 30.00m<sup>2</sup>  
 46 SCIENCE ROOM 70.20m<sup>2</sup>  
 47 STORE 24.00m<sup>2</sup>  
TOTAL AREA = 229.53m<sup>2</sup>

**DEPARTMENT OF EDUCATION**  
 buildings division: integration of private schools  
 School: SACRED HEART COLLEGE, NAPIER

Drawing No:	EIS 260 03	Scale:	1:300
Date:	19 JUNE 1981	SHEET 3 OF 5 SHEETS	
REVISION	25 SEPTEMBER 1981	Drawn: <i>lls</i>	



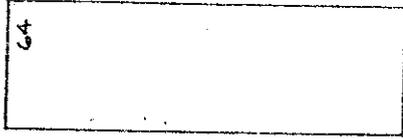
ROOM	AREA
59 ENTRANCE LOBBY	288.00 m <sup>2</sup>
60 ASSEMBLY HALL	75.64 m <sup>2</sup>
61 STAGE	
61A TOILET	
61B TOILET	

TOTAL AREA = 583.88 m<sup>2</sup>

TOTAL INTEGRATING AREA = 424.64 m<sup>2</sup>

DEPARTMENT OF EDUCATION  
 buildings division: integration of private schools  
 School SACRED HEART COLLEGE, NAPIER

Drawing No: EIS 260 04	Scale: 1:300
Date: 19 JUNE 1981	SHEET 4 OF 5 SHEETS
REVISION 23 SEPTEMBER '81	Drawn: <i>SSS</i>



63

BLOCK T

ROOM 63 CHLORINE STORE SHED AREA 1.67m<sup>2</sup>

62

BLOCK S

ROOM 62 FILTRATION PLANT AREA 5m<sup>2</sup>

65

BLOCK W

ROOM 65 TOILET AREA 1.8m<sup>2</sup>

BLOCK V

ROOM 64 SWIMMING POOL AREA 76.86m<sup>2</sup>

DEPARTMENT OF EDUCATION  
 buildings division: integration of private schools  
 School: SACRED HEART COLLEGE, NAPIER

Drawing No:	EIS 260 05	Scale:	1:300
Date:	19 JUNE 1981		SHEET 5 OF 5 SHEETS
REVISION	25 SEPTEMBER 1981	Drawn:	6/88

FOURTH SCHEDULE

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

Sacred Heart College was established in Napier in 1867 by the Roman Catholic Religious Order of Women known as the sisters of Our Lady of the Missions. The School, which was founded for both country and town Catholic girls, has since its beginnings provided Hostel accommodation.

It has continued since 1867 to grow on the original site of Bluff Hill in Napier.

Members of the Order have been teaching in this school since it was established.

Because of its connections with the Order, the School is distinguished by the traditional spirit of the Order. This traditional spirit is manifested in:-

- (1) A special care to build up among the staff and pupils, a true community based on the Gospel values of freedom and love.
- (2) A fostering of the contemplative dimension of life where the pursuit of human culture is related to faith in Jesus Christ.
- (3) An active concern to improve the lot of those oppressed by ignorance, poverty or injustice.
- (4) An openness to learn from other cultures and a willingness to work towards mutual understanding in the universal search for truth.

This spirit traditional to the educational establishments of the Order of the Sisters of Our Lady of the Missions is evident in the orientation of the programme of the School, in the relationships established among staff, pupils and parents and even in its physical environment.

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.

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K.P.

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