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**SUPPLEMENTARY DEED OF AGREEMENT**

**SACRED HEART GIRLS' COLLEGE, NEW PLYMOUTH**

**THIS DEED OF AGREEMENT** is made on the *22nd* day of *December*  
One thousand nine hundred and ninety *seven* (1997).

**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 NEW PLYMOUTH 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 6th day of February 1982 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, New Plymouth, (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.

*A.*

*MS*  
*MS*  
*MS*  
*MS*  
*MS*

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

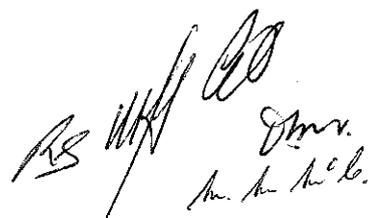
- (a) To substitute the Trust Board for the Order as the Proprietor of the School pursuant to this Deed of Agreement
- (b) To amend the Integration Agreement to ensure consistency with the other integrated schools established by the Order
- (c) To replace the First Schedule and the plan attached to the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



Handwritten signatures and initials, including the name "Mrs. M. M. M. C." and other illegible marks.

**3.3 THAT** the Integration Agreement be further amended as follows:

**3.3.1** By adding to the end of **Clause 3(b) (iv)** the words "The Proprietor may require the Board of Trustees to pay a reasonable fee to the Proprietor as a condition of such use."

**3.3.2** By deleting the last sentence of **Clause 3(i)**: "In the case ..... School premises)."

**3.3.3** By adding a new **Clause 7(c)** with the words "THE Proprietor has the right at its sole discretion to determine the governing authority of the Proprietor's boarding establishment."

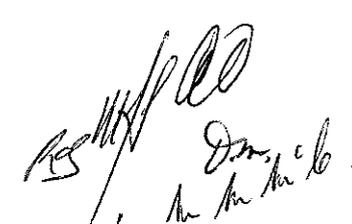
**3.3.4** By deleting from **Clause 14** the words from lines 5 to 13: "and shall, provided ..... to the Board of Trustees)".

**3.3.5** By deleting **Clause 15**.

**3.3.6** By deleting the First Schedule and substituting therefor a the First Schedule attached hereto.

**3.3.7** By replacing the Plan annexed to the Second Schedule and substituting therefor the Plan annexed hereto.

**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.



Don. 16/10/16

3.5 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 McLeat R.N.M. Trustee

[Signature] Trustee



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

[Signature] Trustee

[Signature] Trustee

[Signature] Trustee

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 in the presence of:

[Signature]

[Signature]  
adviser  
Wellington

**FIRST SCHEDULE**

**SACRED HEART GIRLS' COLLEGE NEW PLYMOUTH**

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

**The Proprietor's Land**

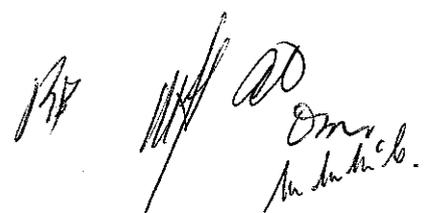
All that land, Convent, Rest Home, Boarding School, School buildings and other improvements owned by the Institute De Notre Dame Des Missions Trust Board situate at Pukaka Street, Fitzroy, New Plymouth, and being more particularly described as follows:

**FIRSTLY:** An estate in Fee Simple in all that parcel of land containing 6.7546 hectares more or less situate in Block V Paritutu Survey District being Lot 1 on Deposited Plan 19624 and being all the land comprised and describes in Certificate of title Volume K4 Folio 393 (Taranaki Registry)

**SUBJECT TO:**

1. Right to convey water created by Transfer 188763
2. Mortgage 287057
3. Mortgage 306013
4. Section 241(2)(a) and Section 242 Resource Management Act 1991
5. Rights of way and right to convey water, gas, electricity and telephonic communications in Easement Certificate

**SECONDLY:** An estate in Fee Simple in all that parcel of land containing 1.3791 hectares more or less situate in Block V Paritutu Survey District being Lot 2 on Deposited Plan 19624 and being all the land comprised and described in Certificate of Title Volume K4 Folio 394 (Taranaki Registry)



SUBJECT TO:

1. Right to convey water created by Transfer 188763
2. Mortgage 287057
3. Mortgage 306013
4. Section 241(2)(a) and Section 242 Resource Management Act 1991
5. Rights of way and right to convey water, gas, electricity and telephonic communications in Easement Certificate

*f.*

*Michael* *DD* *Don*

*Ray*  
*h'*