

DATED *1st February* **1993**

SOLWAY COLLEGE
BOARD OF GOVERNORS
(INCORPORATED)

"the Proprietor"

HER MAJESTY THE QUEEN

"the Minister"

SUPPLEMENTARY DEED
OF AGREEMENT

SOLWAY COLLEGE MASTERTON

BUDDLE FINDLAY

BARRISTERS & SOLICITORS, NEW ZEALAND

AUCKLAND • WELLINGTON • CHRISTCHURCH

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SUPPLEMENTARY DEED OF AGREEMENT

SOLWAY COLLEGE MASTERTON

DATED 9. February 1993

PARTIES

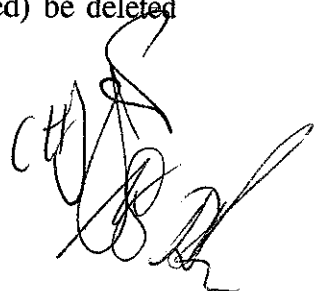
- (1) **SOLWAY COLLEGE BOARD OF GOVERNORS (INCORPORATED)**
a society duly incorporated under the Incorporated Societies Act 1908, the proprietor of Solway College, Masterton (hereinafter together with its successors and assigns called "the Proprietor")
- (2) **HER MAJESTY THE QUEEN** acting by and through the Minister of Education (hereinafter called "the Minister")

RECITALS

- A. The Proprietor and the Minister pursuant to Section 7(2) of the Private Schools Conditional Integration Act 1975 signed an Integration Agreement on the 9th day of May 1978 for Solway College, Masterton (hereinafter referred to as "the original Deed of Agreement").
- B. The Proprietor and the Minister signed a Supplementary Deed of Agreement (hereinafter called "the 1990 Supplementary Deed") on the 6th day of March 1990 which amended the original Deed of Agreement.
- C. The Proprietor and the Minister signed a further Supplementary Deed of Agreement (hereinafter called "the 1992 Supplementary Deed") on the 3rd day of July 1992 which amended the original Deed of Agreement as amended by the 1990 Supplementary Deed.
- D. The Proprietor and the Minister are now agreed on the need to amend further the original Deed of Agreement (as amended by the 1990 Supplementary Deed and the 1992 Supplementary Deed) pursuant to Section 7(9) of the Private Schools Conditional Integration Act 1975.

TERMS OF THIS AGREEMENT

1. **THAT** Clause 6 of the original Deed of Agreement (as amended by the 1990 Supplementary Deed and the 1992 Supplementary Deed) be deleted and the following clause be substituted:

A handwritten signature in black ink, appearing to be a stylized name, located in the bottom right corner of the page.

"CLAUSE 6 IT is agreed by and between the parties hereto that:

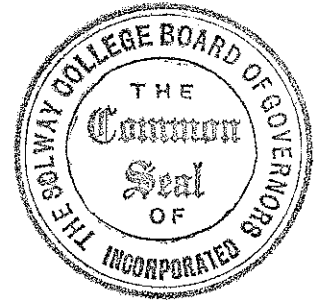
- (a) The maximum roll of the school shall be 175 pupils.
- (b) Of those 175 pupils there shall be no more than 45 day pupils.

Thereafter any increase in roll shall be the subject of a Supplementary Agreement. It is further agreed by the parties hereto that the total roll for Forms 1 and 2 shall be not more than 25 pupils.

The Proprietor agrees that pursuant to paragraphs (d) and (e) of Clause 2 of this Agreement it will bring the school up to the standard of accommodation established from time to time by the Director-General for a comparable State School."

2. 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.

THE COMMON SEAL of the
SOLWAY COLLEGE BOARD OF
GOVERNORS INCORPORATED was
hereunto affixed by and in
the presence of:



W. J. Gibson
.....
D. Mill
.....

Chairperson

Deputy Chairperson

SIGNED by **ERIC PEDERSEN**,
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:

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)
Eric Pedersen
)

Charlotte Hughes-John
36 Hanover St
Wellington