

SUPPLEMENTARY DEED OF AGREEMENT

ST. BERNARD'S COLLEGE, LOWER HUTT

THIS DEED OF AGREEMENT is made on the ^{15th} day of ^{March} ~~Five~~ (199⁵~~4~~) BETWEEN THE
ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF WELLINGTON a
"Corporation Sole" (hereinafter with his 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 25 day of April One thousand nine hundred and eighty one (1981) 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 **St Bernard's 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 change the class of the School to a form I to VII school consequent upon the closure of St. Bernard's School, Lower Hutt, and
- (2) 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
- (3) To replace the Second Schedule and Plan annexed to the Second Schedule with a new Second Schedule and a new Plan, and
- (4) To delete the Third Schedule to the Deed of Agreement.

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 or the Regional Superintendent of Education shall be deemed to be a reference to the Secretary of Education.

3. THAT the Integration Agreement be amended as follows:

3.1. By deleting from Recital B the words "Three (III)" and substituting the words "One (I)" therefor.

3.2. By deleting Clause 3 (d).

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 Clause 8 from the Deed of Agreement and substituting the following Clause therefor:

gws
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"8. The combined rolls of St. Bernard's College and St. Bernard's School were 515 pupils as at the 1st day of March 1994. It is agreed by and between the parties hereto that the maximum roll of the school shall be five hundred and fifty (550) pupils."

3.5. By deleting from Clause 9 the words "(d) and".

3.6. 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(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."

3.7. 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.

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

3.9. By deleting from Clause 23 the words "Three (III)" and substituting therefor the words "One (I)".

3.10 By amending Clause 25 by adding after the words "In particular," in line 7 the words "those areas shaded yellow on the Plan annexed to the Second Schedule hereto,"

3.11 By deleting Clause 28 and substituting the following therefor:

"28. It is agreed by and between the parties to this Deed of Agreement that the Proprietor, after giving reasonable notice to the Controlling Authority, may remove from the Proprietor's land any or all of the buildings designated by the numerals 18, 19, 20 and 26 on the Plan attached to the Second Schedule hereto. On removing any or all of the said buildings the Proprietor shall make good the land that the building or buildings formerly occupied. Thereafter that land shall be part of the School Premises."

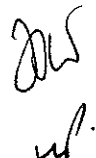
3.12 By deleting Clause 29.

3.13. By deleting from Clause 30 the words "(d) and".

3.14. By deleting the Second Schedule and the Plan annexed to the Second Schedule of the Deed of Agreement and substituting therefor the Second Schedule and Plan annexed hereto.

3.15. By deleting Third Schedules to the Deed of Agreement entirely.

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.



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

SIGNED by

THOMAS STAFFORD WILLIAMS

THE ROMAN CATHOLIC ARCHBISHOP OF
THE ARCHDIOCESE OF WELLINGTON and
sealed with his Seal of Office
in the presence of :

+ Thomas S. Williams

John Eaton

John Bernard Eaton J.P.
Director
Archdiocese of Wellington
Catholic Education Office

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:

Kathy Phillips

Judith Manchester
53 Creswick Terrace - 5 -
Wellington 5

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 is described in the first schedule hereto, outlined in red on the annexed plan of the Proprietor's land, which plan forms part of this schedule TOGETHER WITH all the schools buildings and other improvements thereon SAVE AND EXCEPT

- (1) The first floor of the building described as "Gymnasium" on the annexed plan; that is to say, the areas numbered 12, 13, 14 and 15 on the drawing on the annexed plan entitled "Plan of Gymnasium" .
- (2) The land described as blocks 9 and 12 on the annexed Plan and the buildings thereon.
- (3) Those parts outlined in blue of the land and building described as "Original St. Bernard's Primary School" on the annexed Plan; that is to say the areas numbered 1 to 20, but not (8A), and 22, 24, 26 and 27 on the drawing on the annexed plan entitled "Plan of Original St. Bernard's Primary School" together with the land thereunder.
- (4) The buildings described as blocks 18, 19, 20 and 26 on the annexed Plan but not the land thereunder.

TOGETHER WITH a reservation in favour of these excepted portions of full right of access inter se and of ingress and egress to and from those areas over the access shaded yellow on the annexed Plan from Anderson Grove, Lower Hutt.

Handwritten initials