

THIS DEED OF AGREEMENT is made the 26 day of MARCH One thousand nine hundred and eighty-three (1983)

BETWEEN THE SISTERS OF MERCY (WELLINGTON) 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 **St. Catherine's College, KILBIRNIE** (hereinafter referred to as "**the School**")
- B The School is a Roman Catholic Secondary School for girls only from Form Three (III) to Form Seven (VII) offering Education with a Special Character.
- C The School was established in 1950 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 Sisters of Mercy. These Sisters bring to the School the special characteristics of their Order as are more particularly described in the **Fifth 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.

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 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) 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

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.

(ii) With the consent of the Proprietor, the Board of Governors may grant the use of the School premises and chattels to other person or persons at any time when the School premises and chattels are not required for School 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 such Board of Governors as a condition of such use.

(iii) As at the effective date certain chattels used in conjunction with the School and not purchased with money appropriated by Parliament represent donations presentations or loans to the School and/or have some special intrinsic and/or historic value and it is acknowledged that such chattels shall remain the exclusive property or responsibility of the Proprietor notwithstanding that the Proprietor may continue to allow the School the use of them. Such chattels are more particularly described in the **Fourth Schedule** hereto (herein referred to as "**the Proprietor's chattels**")

(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 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.
- (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.

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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.

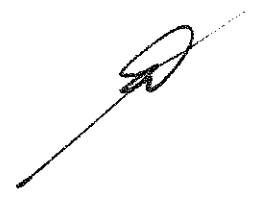
5. THE Special Character of the School is that it is a Roman Catholic School for girls only established by the Roman Catholic Religious Order of Women known as the Sisters of Mercy for the Roman Catholic community of the Archdiocese of Wellington which promotes and supports the School and of which the School is part, to provide and to continue to provide Education with a Special Character, that is to say :-

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 Archbishop of the Archdiocese of Wellington.

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;

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- (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 :-

- (i) One (1) member appointed by the Education Board of the Wellington 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.

h. h. P.
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- (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 Two hundred and fifty-nine (259) pupils as at the 1st 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 (300) 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 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 fifteen (15) pupils out of the total roll of the School and the Board of Governors shall not enrol more

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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) 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 Archbishop of the Archdiocese of Wellington 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.

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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 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. 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.

16. 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.

17. THE staffing entitlement of the School as at the 1st day of March one thousand nine hundred and eighty-two (1982) was thirteen decimal six six (13.66) positions (excluding the Principal and Director of Religious Studies) of which there shall be five (5) 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 five (5) is to thirteen decimal six six (13.66) as hereinbefore provided.

18. 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.

19. 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.

20. 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.

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21. 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.

22. THE School is a Secondary School for girls 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 between the Proprietor and the Minister and the parties hereto enter into a supplementary Deed of Agreement to give effect thereto.

23. 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.

24. IT is acknowledged by and between the parties hereto pursuant to **clause 23** 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 as is more particularly delineated on the plan forming part of the **Second Schedule** hereto. In particular, the accessways from Upper Bourke Street and from Naughton Terrace, the water 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 23** hereof. 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. Where such services lie wholly or partly within the School premises, the Board of Governors will do nothing to prevent the availability of those services to that part of the Proprietor's land and improvements which are not part of the School premises.

25. 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.

26. 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.

27. THE Proprietor agrees to maintain Block A , Block B and Block H more particularly delineated on the plan forming part of the **Second Schedule** hereto, so as to meet Department of Education and Ministry of Works and Development requirements, until such time as the said blocks are demolished or remodelled in accordance with the **Third Schedule** hereto. The Controlling Authority shall be responsible for the running or operating costs associated with the use of the said school buildings, in particular the power supply, water, sewerage, drainage and cleaning costs.

28. 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.

29. 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.

30. 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.

31. THE Minister shall subject to **clause 3(d) and (e) clause 25, clause 27 and clause 28** of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State School and subject to **clause 3(b)(iii)** 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.

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

33. 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.

Mr. Mr. P.
EBN

A handwritten signature or mark, possibly a stylized 'D' or 'Q', located in the bottom right corner of the page.

THE COMMON SEAL of THE SISTERS)
OF MERCY (WELLINGTON) TRUST)
BOARD was hereunto affixed by and in)
the presence of:-)



Mr. M. Paul

Trustee

Mr. McKinnon

Trustee

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

[Signature]

M. J. Allen

12 Hahira 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 the Sisters of Mercy (Wellington) Trust Board situate in Upper Bourke Street, Kilbirnie, Wellington being known as **St. Catherine's College** and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

FIRSTLY all that parcel of land containing 3298 square metres more or less situate in the City of Wellington being part of Section 5 Evans Bay District and being part of Lot 15 on Deposited Plan No. 2333 and being the balance of the land in Certificate of Title Volume 281 Folio 195 (Wellington Registry).

Subject to

1. Agreement as to fencing agreement contained in Transfer 126447.
2. Transfer 572769 (Easement in Gross) electricity rights over part of the within land, to the Mayor, councillors and citizens of the City of Wellington.

M. M. P.
E.P.W.

SECONDLY all that parcel of land containing 417 square metres more or less situate in the City of Wellington being part Section 5 Evans Bay District and being part Lot 15 on Deposited Plan No. 2333 and comprising all the land in Deposited Plan No. 5227 and being all the land in Certificate of Title Volume 281 Folio 196 (Wellington Registry).

Subject to

1. Agreement as to fencing contained in Transfer 126447.

THIRDLY all that parcel of land containing 524 square metres more or less situate in the City of Wellington being part of Section 5 Evans Bay District and being Lot 30 on Deposited Plan No. 1791 and being all the land in Certificate of Title Volume 264 Folio 252 (Wellington Registry).

Subject to

1. Drainage Rights granted by Transfer 60185.

FOURTHLY all that parcel of land containing 524 square metres more or less situate in the City of Wellington being part section 5 Evans Bay District and being Lot 31 on Deposited Plan No. 1791 and being all the land in Certificate of Title Volume 260 Folio 42 (Wellington Registry).

Subject to

1. Drainage Rights reserved by Transfer 60185.

M. M. P.
EPW



FIFTHLY all that parcel of land containing 359 square metres more or less situate in the City of Wellington being part section 5 Evans Bay District and comprising Lot 16 and part of Lot 15 on Deposited Plan No. 2333 and being all the land in Certificate of Title Volume 239 Folio 87 (Wellington Registry)

Subject to

1. Covenant as to Fencing contained in Transfer 77660.

SIXTHLY all that parcel of land containing 524 square metres more or less situate in the City of Wellington being part of Section 5 Evans Bay District and being Lot 29 on Deposited Plan No. 1791 and being all the land in Certificate of Title Volume 203 Folio 102 (Wellington Registry)

Subject to

1. Drainage Rights in Transfer 60185.

SEVENTHLY all that parcel of land containing 594 square metres more or less situate in the City of Wellington being part of Section 5 Evans Bay District and being Lot 10 on Deposited Plan No. 2333 and being all the land in Certificate of Title Volume 198 Folio 229 (Wellington Registry)

Subject to

1. Covenant as to Fencing contained in Transfer 77626.

m. m. P.
EBW



EIGHTHLY all that parcel of land containing 582 square metres more or less situate in the City of Wellington, being part of Section 5 Evans Bay District and being Lot 37 on Deposited Plan No. 1791 and being all the land in Certificate of Title Volume 173 Folio 207 (Wellington Registry)

Subject to

1. Grant of Easement (Drainage Right) in favour of the Wellington City Corporation granted by Transfer 60185.

NINTHLY all that parcel of land containing 589 square metres more or less situate in the City of Wellington, being part of Section 5 Evans Bay District and being Lot 38 on Deposited Plan No. 1791 and being all the land in Certificate of Title Volume 173 Folio 208 (Wellington Registry)

Subject to

1. Grant of Easement (Drainage Right) in favour of Wellington City Corporation granted by Transfer 60185.

TENTHLY all that parcel of land containing 2175 square metres more or less being part of section 5 Evans Bay District and being Lots 27, 28, 35 and 36 on Deposited Plan No. 1791 and being all the land in Certificate of Title Volume 169 Folio 88 (Wellington Registry)

Subject to

1. Grant of Easement (Drainage) granted by Transfer 60185 in favour of Wellington City Corporation.
2. Transfer 572774 Grant of Electricity Rights (in gross) over part to the Mayor, Councillors, and citizens of the City of Wellington.

M. M. P.
DM



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 Block G and the land immediately surrounding the same TOGETHER WITH a reservation in favour of the non-integrating areas of full rights of access inter-se and of ingress and egress to and from those areas over the access ways thereto shaded yellow on the annexed plan from and to Upper Bourke Street and Naughton Terrace.

m. m. P.
EBW



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 the Department of Education standards.

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 the Department of Education standards.

AGREED PHASING OF WORK TO BE COMPLETED BY

	30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
SITE Access Roads & Sealed Areas Reseal the area from Bourke St entrance to the tennis courts and to Block I and the entrance steps of Block B Break up concrete paving in front of Block A, compact and seal Repair or replace the concrete steps on the west side of Block A that are badly cracked and slumping away from the building Replace section of concrete path above the steps on the south end of Block D Reseal path and drive from pedestrian access from Naughton St up to Block F and tennis courts Dig out and form retaining wall along the north and west side of Block F so as to keep spoil away from the building. Fill in hole where seal has broken away on the north side of Block F and reseal up to the concrete path between Blocks G and E Relay concrete path along east side of Block F Relay concrete path extending along the boundary from Block F to Block H <u>Tennis Courts</u> Spray to kill weeds around perimeter of courts patch holes and cracks Reseal total area Replace rusted perimeter netting and backing wires Repair gates at NW corner and replace rusted netting		x				
						x x x x x x x x x

Take down and reinstate netting in that area along the south side of courts, with two additional backing wires tied to posts and rails

Spray for weeds along all perimeters of boundaries, especially west side of Block D

Replace board fence on west end of corrugated iron fence
Incinerator

BLOCK C EXTERIOR

Replace all damaged and cracked sheets of asbestos sheathing before painting

Replace spouting and downpipes

Replace rusted barge cappings

Replace rusted nails on main roof

Area 48

Replace lock to entrance door

Area 49

Ease top of door (secondary egress)

Redecorate ceiling with classrooms 48 and 49

~~Repair~~ doors and architraves

[illegible]

30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK C INTERIOR (continued)					
Electrical					
Upgrade lighting in areas 48 and 49 to state school standards					
BLOCK D EXTERIOR					
Replace missing and broken foundation vents					
Replace roof over main roof and flat malthoid roof area with long run iron					
Punch all rusted nails seal and reputty before painting					
Clean down, sand off loose paint, putty up all cracks and holes and repaint					
Repitch the roof on the west side of Block D to incorporate the flat malthoid roof area covering the walkway before renewing the roofing material					
BLOCK D INTERIOR					
Area 51					
Renail sagging ceiling sheets and repaint					
Replace bolt on entrance door					
Ease all windows and make operable					
Replace carpet with vinyl or similar material over hardboard underlay					
Area 52					
Replace wooden toilet seat with plastic type					
Repair floor tiles					
Repaint area					
Area 53					
Replace carpet with vinyl or similar material over hardboard underlay					
Repair carpet to entrance area 51					
Ease windows and replace broken catch					
Area 54					
Replace hinges on windows					
Repaint area					
Area 55					
Replace wooden toilet seat with plastic type					
Repair floor tiles					
Area 56					
Ease bottom of door to area 55					
Patch holes in door					
Repaint all painted surfaces after reroofing completed					
Ease windows and replace rust bound hinges					

- 24 -

BLOCK D (cont'd)	30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Electrical						
Areas 51 and 56						
Install room thermostat						
Fit diffusers to fluorescent lights		x				
Fire Protection		x				
Fire Alarm						
Install vigilant CMS fire alarm unit	x					
Egress						
Replace all egress door locks with a type that can be opened from inside without keys	x					
Fire Equipment						
Provide a 9 litre water gas extinguisher in area 53		x				
BLOCK E EXTERIOR						
Repaint roof with oil base paint						
Punch rust nails, stop with putty and repaint all painted surfaces						
Replace rusty downpipes						
Replace cracked corner stop by egress door						
Clean rusty areas of galvanised iron flashings and spoutings, cold galvanise and paint						
Replace missing baseboards to egress landing	x					
Provide handrail to egress landing	x					
Area 58						
Repaint door architraves and sills						
Repaint area						
Ease door to area 59						
Adjust window						
Cover electric cable above switch to regulation height		x				
Repair roof leak near window		x				
Area 59						
Redecorate						
Adjust windows as required						
Provide seal to bottoms of hopper window sashes and bottom tenons of pivot hung sashes to prevent water penetration		x				
Ease secondary egress door and replace latch set		x				
Secure floor where movement taking place three metres from north wall	x					
Structural						
Repile to MWD standards						

BLOCK E (cont'd)Fire ProtectionEgress

Remove lock from secondary egress door and replace with a type that can be opened from the inside without the use of keys

Linings

Replace existing timber and pinex linings with 9.5m plasterboard linings

BLOCK F EXTERIOR

Replace rotten under-structure timbers and weatherboards and ensure adequate ventilation under the building
Flash vent on north side of roof
Repair leaking spouting joints

Area 45

Refix edge of door lining to shower cubicle
Ease cubicle doors
Refix lid to cistern
Paint cistern and wall around cistern
Paint backing board and walls to basins

Area 47

Replace door

BLOCK F INTERIORArea 60

Paint new sash
Replace old light switches
Ease window sashes as required
Repair hole in wall near bay window
Redecorate
Tidy up storage rack and paint

Area 63

Paint new shelf units
Replace borer infested timber
Redecorate

Area 65

Reline and redecorate
Finish off finishing timbers in a tradesmanlike manner

30.3.83

31.3.84

31.3.85

31.3.86

31.3.87

31.3.88

x

x

x x

x x x x x x

x x x x

x

x

x

-25-

x

x

x

x

x x

x x

					30.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK F</u>										
<u>Structural</u>										
<u>Repile to MWD standards</u>										
<u>Electrical</u>										
Replace switchboard with a modern type										
Upgrade lighting to state school standards in area 60										
Upgrade heating to state school standards										
<u>Fire Protection</u>										
<u>Egress</u>										
Remove table from in front of secondary egress door in area 60					x					x
Replace lock with a type that can be opened from inside without the use of keys					x					x
<u>Fire Alarm</u>										
Link into fail safe fire alarm proposed by providing a call point located at the front lobby area and bell in area 64										
Provide vigilant CMS fire alarm unit					x					x
<u>Fire Equipment</u>										
Replace 5kg dry powder extinguisher with a 9 litre water gas extinguisher										
<u>Fire Hazards</u>										
Remove overhead drying racks away from wall mounted heaters					x					
<u>BLOCK I EXTERIOR</u>										
Replace sheathing to 1st floor egress door on north wall										
Repair lagging to heating pipes in basement area										
Repair damaged PVC pipes to parapet wall by garage										
Paint all painted or oiled surfaces include all unpainted galv iron roof and wall surfaces										
Provide stormwater drain for downpipe from projecting roof area of staffroom										
Rehinge door to gas meter box and fit catch										
Provide additional falls and replace roof to porch on east side of Block I										
Repair leak and seal concrete blocks of wing wall on east side of Block I										
Clean off all rust to steel framework over walkway on east side of Block I treat steel frame with rust inhibitor, then repair										
Provide additional supports for roof over steel frame porch east side										

31.3.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK I EXTERIOR (cont'd)					
Repair leaks in roof where roof abuts building over porch on east side of Block I					
Replace rotten timber cover to spouting of Block A corridor roof, by double doors to corridor	x		x		
BLOCK I INTERIOR					
Area 28					
Repaint painted surfaces					
Replace bottom bolt and refix top bolt to east side exterior door	x				
Reseal bottom of sidelight windows to east doors	x				
Area 30					
Weld joints in floor covering					
Resilver both mirrors					
Repair overflow pipe to cistern	x				
Replace cracked hand basin	x				
Area 33					
Provide hot water over hand basin					
Area 34					
Reglue formica on entrance door crash rails					
Stop gib board over fire door with end and patch paintwork	x				
Repaint and varnish	x				
Area 35					
Repaint ceiling					
Adjust lock to entrance door	x				
Area 41					
Repair roof leak near blackboard					
Areas 42 and 43					
Stretch and refix carpet at entrance door					
Ease fire door north side					
Area 46					
Clear all surplus material from boiler room and switch room					
Clean floor	x				
Structural					
Remove ground floor and first floor block walls and veneers					
Strengthen building within 20 years					

BLOCK I (cont'd)

Mechanical

Replace partly louvred doors with fully louvred doors to provide additional ventilation
 Provide additional ventilation in wall above doors when block walls removed
 Provide a well ventilated structure with lock for gas meter
 Install a seismic valve in the gas line adjacent to the meter
 Remove all superfluous items of equipment from boiler room

Furniture and Equipment

Upgrade furniture and equipment to state school standards in those areas noted by departmental officers

BUILDING REQUIREMENTS

Provide by new construction or remodelling the following :

Two classrooms of 58m²)
 Two study rooms of 47m²)
 Art and craft room of 105m²)
 Art and craft store of 21m²)
 Art and craft project of 19m²)
 Typing room of 79m²)
 Typing store of 4.5m²)
 Clothing room of 84m²)
 Clothing store of 10m)
 General science laboratory of 81m²)
 Preparation room of 14m²)
 Chemical store of 17m²)
 Two advanced laboratories of 84m²)
 Gymnasium of 334m²)
 PE store of 12.50m²)

PE changing block of 40m²)
 Outside PE store of 19m²)
 Library (including workroom) of 175m²)
 Deputy Principal's office of 11m²)
 Senior mistress office of 11m²)
 Staffroom of 56m²)
 Staff kitchen of 7m²)
 Staff rest room of 4.5m²)
 Bookroom of 23m²)
 Caretakers room of 7m²)
 Dangerous goods store of 9m²)
 Resource room of 47m²)

31.3.83

31.3.84

31.3.85

31.3.86

31.3.87

31.3.88

x

x

x

x

x

x

-28-

x

x

BUILDING REQUIREMENTS (cont'd)

Maths workroom of 14m²
 Language store of 9.5m²
 1 shower unit for female staff toilets
 1 shower unit for male staff toilets
 1 STDU for female staff toilet
 6WC's, 3WHB's, 2STDU's and 3 shower units in
 pupils toilets 2
 Music room of 70m², Resource room of 23m²
 Music practice of 18.5m²
 Demolish Blocks A, B and H

FIRE PROTECTION - GENERAL

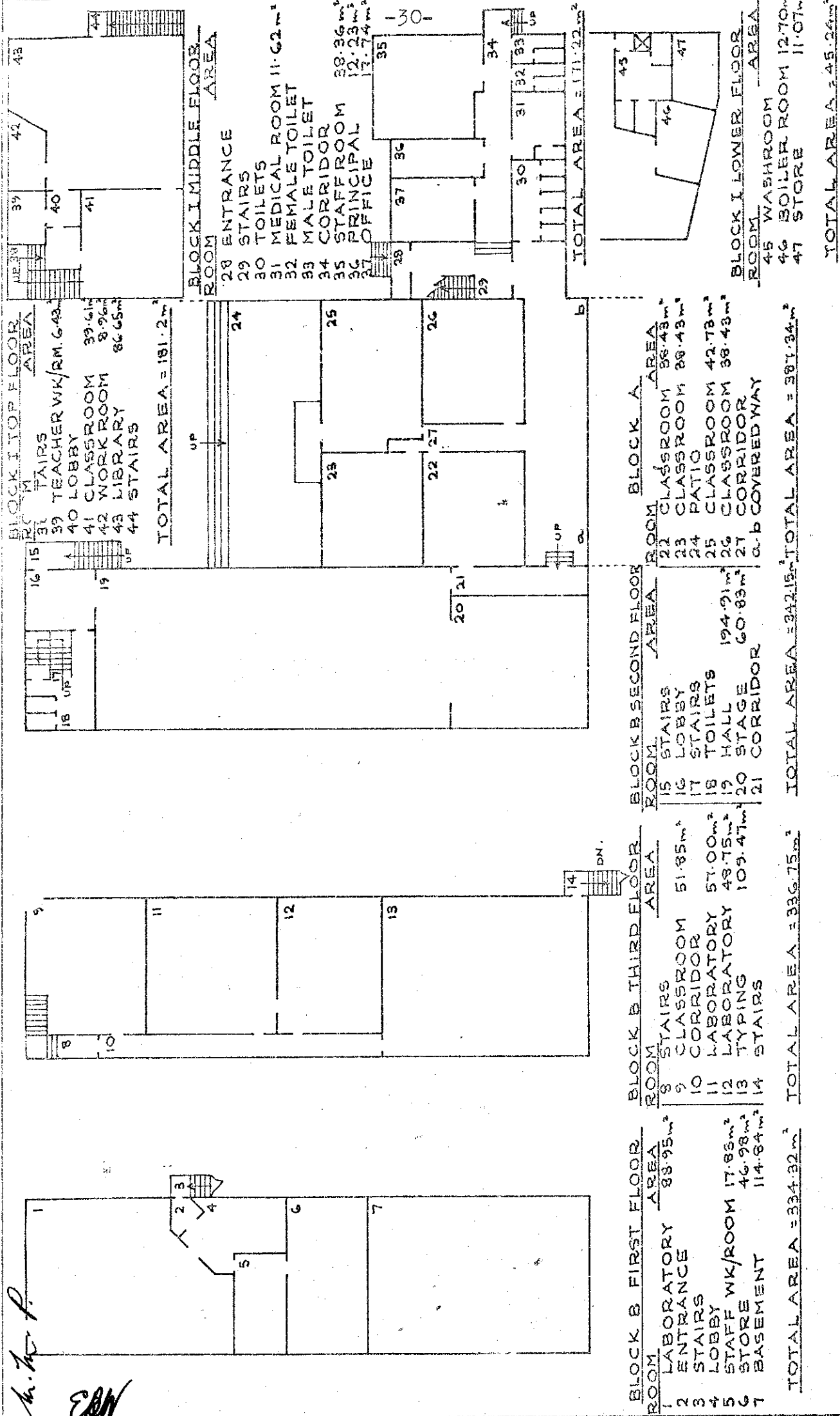
Provide manual fail safe manual fire alarm system interconnected between all blocks

- 29 -

X

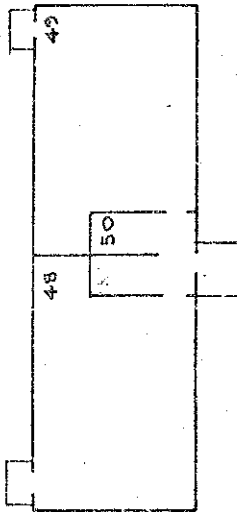
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M. H. P.
EBW



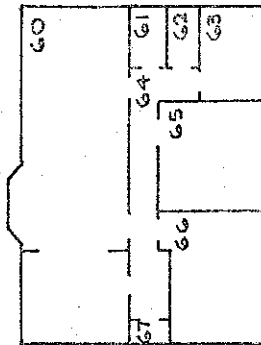
<p>DEPARTMENT OF EDUCATION buildings division: integration of private schools School: ST CATHERINE'S COLLEGE, KILBIRNIE</p>		Drawing No:	Scale:
		E15.110.02	1:300
		Date:	SHEET 2 OF 3 SHEETS
		17 NOVEMBER 1980	Drawn: <i>del</i>

A. M. P.
EPH



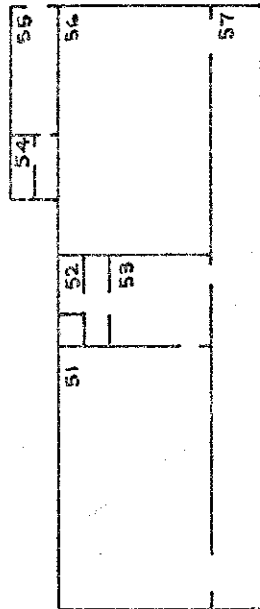
ROOM	AREA
48 CLASSROOM	51.25m ²
49 CLASSROOM	51.25m ²
50 CLOAKROOM	

TOTAL AREA = 130.0m²



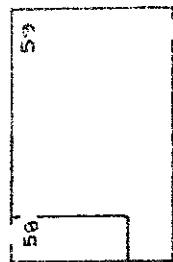
ROOM	AREA
60 CLASSROOM	53.76m ²
61 STORE	4.17m ²
62 TOILET	
63 ART & CRAFT STORE	8.64m ²
64 CORRIDOR	
65 ART & CRAFT STORE	12.16m ²
66 ART & CRAFT STORE	17.43m ²
67 STORE	1.53m ²

TOTAL AREA = 129.51m²



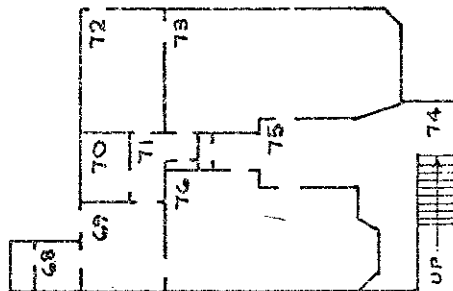
ROOM	AREA
51 CLASSROOM	60.60m ²
52 SHOWER, TOILET	
53 STAFFROOM	12.87m ²
54 TOILET	
55 CLOAKROOM	
56 CLASSROOM	57.00m ²
57 CORRIDOR	

TOTAL AREA = 204.21m²



ROOM	AREA
58 STORE	6.88m ²
59 SEWING	49.96m ²

TOTAL AREA = 63.72m²



ROOM	AREA
68 TOILET	
69 RESOURCE	11.55m ²
70 TOILET	
71 CORRIDOR	
72 SEMINAR	14.26m ²
73 CLASSROOM	40.30m ²
74 STAIRS	
75 CORRIDOR	
76 CLASSROOM	36.20m ²

TOTAL AREA = 159.13m²

DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: ST CATHERINE'S COLLEGE, KILBIRNIE

Drawing No:	Scale:
E15 110 03	1:300
Date:	SHEET 3 OF 3 SHEETS
18 NOVEMBER 1980	Revision
	Drawn: <i>LES</i>

FOURTH SCHEDULE

All those chattels of the Proprietor which in terms of clause 3(b) (iii) of this Deed of Agreement represent donations, presentations or loans to the School and/or have some special intrinsic and/or historic value to the school and which chattels shall remain the exclusive property and responsibility of the Proprietor as herein provided and being particularly described as follows:-

One Piano - Walter Collinson, Model 45633

Painting - "Storm Brewing" J.B. Lynch

Painting - "Evening Tide" Nancy Bailey

Statue - Madonna and Child - wooden, hand-carved (approx. 5ft. located in foyer)

15 Crucifixes - plaster on wood (located in classrooms) - as labelled.

M. L. P.
EBW



FIFTH SCHEDULE

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

St. Catherine's College, Kilbirnie, a College for Catholic girls of the Eastern and Southern suburbs of Wellington, is on the site of a primary school opened by the Sisters of Mercy in 1920. In 1951, after remodelling of classrooms to give a science laboratory, a sewing room and a typing room, it became a secondary school. St. Catherine's Convent School was registered as a College in 1952. For several years it was a commercial College only but with changing circumstances it was deemed necessary to cater for a wider variety of courses and subjects. The cultural traditions of the early years have been carried on with courses being expanded to meet the changes in education. It was placed on a list of schools empowered to accredit entrants to the Universities of New Zealand in 1968.

The Sisters of Mercy who are the proprietors of the College endeavour to provide an education which is intentionally directed to the growth of the whole person and as a Catholic College it has specifically as its duty the complete Christian formation of its pupils, being a meeting place for those who wish to express their Christian values in education. In their own individual ways all members of the school community share a vision of the school which expresses its attempt to make Jesus Christ the foundation of its enterprise in the motto 'Mercy and Wisdom'. Every effort is made to equip the girls for Christian living in modern life by strengthening and encouraging them to develop a spirit of hope and confidence and a sense of purpose amid the uncertainties of a changing world.

The Sisters of Mercy have also conducted St. Mary's College, Wellington, and offer staff to St. Peter's College, Palmerston North. St. Catherine's College has a special link with these two Colleges, and is also linked with Colleges staffed by Sisters of Mercy in other parts of New Zealand, in Tonga and in Western Samoa.

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.

M. M. P.
EBW

