

**SUPPLEMENTARY DEED OF AGREEMENT (NO.5)**

**ST HILDA'S COLLEGIATE SCHOOL**

**THIS DEED OF AGREEMENT** is made on the *12<sup>th</sup>* day of *December* One thousand nine hundred and ninety four (1994)

**BETWEEN THE ST HILDA'S COLLEGIATE SCHOOL INCORPORATED** being the Proprietor of St Hilda's Collegiate School, Dunedin the said Proprietor being a body corporate in terms of the Incorporated Societies Act 1908 and having its registered office at 2 Cobden Street, Dunedin (hereafter 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 (hereafter referred to as "The Minister") of the second part

**WHEREAS**

- A. The Minister and the Proprietor entered into a Deed dated 3 August 1979 ("the Deed") pursuant to which St Hilda's Collegiate School, Dunedin ("the School") became an Integrated Secondary School with an attached Intermediate Department under the Private Schools Conditional Integration Act 1975 and the Deed dated 3 August 1979 has been varied by subsequent supplementary Deeds dated respectively 21 October 1983, 31 July 1987, 14 February 1990 and 25 October 1990.
- B. The Proprietor and the Minister wish to vary the Deed:-
- (1) 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
  - (2) To replace the First Schedule with a new Schedule and to replace the plan attached to the First Schedule with a new plan.
  - (3) To replace the Third Schedule with a new Third Schedule.
  - (4) To delete the Sixth Schedule.
  - (5) To record a variation of roll numbers.

*P.B.D.*  
*[Signature]*  
*W.F.*

**NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS  
HEREBY COVENANTED AND 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 Deed be amended as follows:-

3.1 By deleting Clause 2(d) and the Sixth Schedule of the Deed.

3.2 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."*

3.3 (i) By deleting all references in the said supplementary deeds to the School roll and deleting clause 8 of the Deed and substituting the following:-

"8 *It is agreed by the parties hereto that the maximum school roll shall be 400 pupils which shall include a combined maximum of 50 pupils in forms one and two.*

(ii) By deleting in clause 20 the words "*which may be not more than a total of 132.*"

(iii) By deleting in clause 20 the number "290" and substituting therefor the number "400".

3.4 By deleting Clause 10 and substituting the following therefor:-

P.B.J.  
G.M.  
et al.

" 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".

- 3.5 By deleting from Clause 19 the reference to "the Education Act 1964" and substituting "the Education Act 1989" therefor.
- 3.6 By deleting Clause 24.
- 3.7 By deleting the First Schedule of the Deed and the annexed Plan and substituting the annexed First Schedule and Plan.
- 3.8 By deleting the Third Schedule of the Deed and substituting the annexed Third Schedule.
- 3.9 By deleting the Sixth Schedule of the Deed.

4. THAT the covenants and restrictions contained and implied in the Deed shall be read and construed subject to the modifications herein contained but in all other respects the Deed is confirmed.

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

THE COMMON SEAL of the Board of )  
ST HILDA'S COLLEGIATE SCHOOL )  
INCORPORATED was hereunto affixed )  
in the presence of:- )

P. B. J.  
[Handwritten initials]

P. B. J. Indler  
TRUSTEE  
J. A. [Handwritten]  
TRUSTEE



THIRD SCHEDULE

Mortgages

Mortgages secured on integrated school property and held by:-

	<u>Numbers</u>
Housing Corporation of New Zealand	614466
Her Majesty the Queen	748720/2
Her Majesty the Queen	759214
Bank of New Zealand	769373/3
St Hilda's Endowment Society Inc	769373/4
Bank of New Zealand	782792/1

P.B.-9.  
8/11  
M:

*Kathy Phillips*  
SIGNED by MAURICE DELLOW, 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:-

) *Kathy Phillips*  
)  
)  
)  
)  
)

*Judith Manchester*  
*53 Creech Terrace*  
*Wellington 5*

*P.B.S.*

*[Signature]*