

## **SUPPLEMENTARY DEED OF AGREEMENT**

### **ST JOHN'S COLLEGE, HASTINGS**

**THIS DEED OF AGREEMENT** is made on the *29<sup>th</sup>* day of *November*

One thousand nine hundred and ninety four (1994) **BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF PALMERSTON NORTH** 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 26th day of December, One thousand nine hundred and eighty two (1982) as varied by any subsequent supplementary agreements (hereinafter referred to as "the Deed of Agreement"), the Minister and the Proprietor pursuant to Section 7(2) of the Private Schools Conditional Integration Act 1975 established St John's College, Hastings 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 take account of the changes introduced to the education system consequent on the passing of the Education Act 1989 and its subsequent amendments.
  - (2) To replace the First, Second and Third Schedules and the Plan attached to the Second Schedule with new Schedules and a new Plan.

**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 amending **Clause 3(d)** by adding after the word "hereto" the second time it occurs, the words "or such other dates as may be agreed from time to time between the Minister and the Proprietor".

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 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 1974 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."

- 3.4 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.
- 3.5 By adding after the words "Deputy Principal" in the first line of **Clause 18** the words "however described".
- 3.6 By deleting the First, Second and Third Schedules to the Deed of Agreement, and the Plan annexed to the Second Schedule, and substituting therefore the Schedules and Plan attached hereto.
- 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 **PETER JAMES CULLINANE**,

the Roman Catholic Bishop of the  
Diocese of Palmerston North, and  
sealed with his seal of Office  
in the presence of:



*Mr. P. Broderick*

**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

*Kathy Phillips*

*Judith Manchester  
83 Creswick Terrace  
Wellington 5*

**SCHEDULE****New First Schedule****"FIRST SCHEDULE****ST JOHN'S SCHOOL, HASTINGS**

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 Roman Catholic Bishop of the Diocese of Palmerston North situate in Jervois Street, Hastings, being known as **St John's College, HASTINGS**, and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

**FIRSTLY:** All that freehold parcel of land containing 4.3121 hectares more or less situate in the City of Hastings being part of Lots 141, 142 and 143, Block IX on Deposited Plan No. 362, Lot 12 and part Lots 1, 2, 3 and 4 on Deposited Plan No. 2590, Lot 7 on Deposited Plan No. 6462 and Lot 12 on Deposited Plan No. 7259 which said parcel of land comprises portion of the Heretaunga Block and being all the land in Certificate of Title Volume 178 Folio 74 (Hawkes Bay Registry)

**SUBJECT TO:**

1. Fencing covenant in Transfer 22351 (affects part Lot 1 Plan 2590 only)
2. Fencing covenant in Transfer 22352 (affects part Lot 4 Plan 2590 only)
3. Fencing covenant in Transfer 25329 (affects Lot 12 Plan 2590 only)
4. Mortgage 26920 to the Housing Corporation of New Zealand
5. 350759.2 Variation of Mortgage 26920



**SUBJECT TO:** 1. Fencing Agreement contained in Transfer 206144.

**SECONDLY:** All that freehold parcel of land containing 605 square metres more or less situate in the Borough of Hastings being part Lot 1 on Deposited Plan No. 2590 which said parcel of land comprises portion of the Heretaunga Block and being all the land in Certificate of Title Volume 155 Folio 183 (Hawkes Bay Registry)

**SUBJECT TO:** Fencing covenant in Transfer 22351

**THIRDLY:** All that freehold parcel of land containing 607 square metres more or less situate in the City of Hastings being part Lot 2 on Deposited Plan No. 2590 being part Heretaunga Block and being all the land in Certificate of Title Volume C4 Folio 453 (Hawkes Bay Registry)

**SUBJECT TO:** Fencing Covenant in Transfer 25151

**FOURTHLY:** All that freehold parcel of land containing 1214 square metres more or less situate in the City of Hastings being part Lots 3 and 4 on Deposited Plan 2590 being part Heretaunga Block and being all the land in Certificate of Title Volume C4 Folio 454 (Hawkes Bay Registry).

**SUBJECT TO:** Fencing covenant in Transfer 22352

**FIFTHLY:** All that freehold parcel of land containing 2274 square metres more or less situate in the City of Hastings being Lots 5, 6 and 7 on Deposited Plan 2590 and being all the land in Certificate of Title Volume G3 Folio 951 (Hawkes Bay Registry)

**SUBJECT TO:** Fencing covenant in Transfer 22353 (affects Lot 7) and 25188 (affects Lots 5 and 6)

**SIXTHLY:** All that freehold parcel of land containing 4921 square metres more or less situate in the City of Hastings being Lot 2 on Deposited Plan 13351 and being all the land in Certificate of Title Volume E4 Folio 540 (Hawkes Bay Registry)

SUBJECT TO: Fencing covenant in Transfer 79610

SEVENTHLY: All that freehold parcel of land containing 775 square metres more or less situate in the city of Hastings being Lot 13 on Deposited Plan 2590 and being all the land in Certificate of Title Volume E4 Folio 1012 (Hawkes Bay Registry)

EIGHTHLY: All that freehold parcel of land containing 669 square metres more or less situate in the Borough of Hastings being part of the Heretaunga Block, and being also Lot 8 on Deposited Plan No. 6462 and being all the land in Certificate of Title Volume 99 Folio 255 (Hawkes Bay Registry).

SUBJECT TO: Fencing covenant in transfer 66528

NINETHLY: All that freehold parcel of land containing 898 square metres more or less situate in the City of Hastings being Lot 15 on Deposited Plan 2590 and being all the land in Certificate of Title Volume H4 Folio 908 (Hawkes Bay Registry)

SUBJECT TO: Fencing covenant in Transfer 27138

TENTHLY: All that freehold parcel of land containing 774 square metres more or less situate in the Borough of Hastings part Heretaunga Block and being Lot 14 on a plan deposited in the Land Registry Office at Napier under No. 2590 and being all the land in Certificate of Title Volume 69 Folio 255 (Hawkes Bay Registry)

There are debts owing by the Proprietor to:

1. The Central Diocesan Development Fund of the Diocese of Palmerston North
2. The Bank of New Zealand.



**SCHEDULE****New Second Schedule****"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 plan forms part of this Schedule, TOGETHER WITH all the school buildings, hall and other improvements thereon SAVE AND EXCEPT for Block I, TOGETHER WITH a reservation of that excepted portion of full right of ingress and egress to and from that excepted portion over the access thereto from and to Jervois Street, Hastings.





**SCHEDULE****New Third Schedule****"THIRD SCHEDULE****ST JOHN'S COLLEGE****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 the work is to be carried out by competent tradesmen or in a workmanlike manner to Ministry of

Education standards:

- Library (including workroom) of 175 M<sup>2</sup>
- Principal's Office of 19 M<sup>2</sup>
- Deputy Principal's Office of 11 M<sup>2</sup>
- H.O.D./P.R. Offices 2 X 7.5 M<sup>2</sup>
- Timetable room of 14 M<sup>2</sup>
- Staffroom of 56 M<sup>2</sup>
- Staff kitchen of 7 M<sup>2</sup>
- Staff restroom of 4.5 M<sup>2</sup>
- Interview room of 9.5 M<sup>2</sup>
- Office of 19 M<sup>2</sup>
- Casualty room of 9 M<sup>2</sup>
- Dangerous goods store of 9 M<sup>2</sup>
- Store for Pod chemicals
- Maths workroom of 14 M<sup>2</sup>
- Language store of 9.5 M<sup>2</sup>
- Demolish or remove Block J
- Upgrade or replace Block F to meet M.W.D. and Departmental standards
- Study rooms 2 x 47 M<sup>2</sup>
- Art Craft room of 105 M<sup>2</sup>
- Art Craft room of 21 M<sup>2</sup>
- Pottery Kiln shed of 10 M<sup>2</sup>
- Music resource room of 23 M<sup>2</sup>
- Music practice rooms 1 x 11 M<sup>2</sup>  
1 x 7.5 M<sup>2</sup>
- Lecture theatre of 75 M<sup>2</sup>

The above to be completed by 1997.

