

SUPPLEMENTARY DEED OF AGREEMENT

ST JOSEPH'S SCHOOL, QUEENSTOWN

THIS DEED OF AGREEMENT is made on the *26th* day of *August*
Two thousand and two (2002) **BETWEEN THE ROMAN CATHOLIC BISHOP OF THE
DIOCESE OF DUNEDIN** 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 17th day of June One thousand nine hundred
and eighty (1980) 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
Joseph's School, Queenstown 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 amend Clause 8 of the Deed of Agreement pursuant to Section 7 (9) of the
Private Schools Conditional Integration Act 1975 and
 - (2) To replace the Plan annexed to the Second Schedule with a new Plan and
 - 3) To replace the Second and Third Schedules with new Schedules.

**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 Integration Agreement be amended as follows:

LAB
1.

1.1 By deleting the words "one hundred and thirty (130) pupils" in the 5th line in Clause 8 of the Deed of Agreement and the words "one hundred and sixty (160) pupils" be substituted therefor.

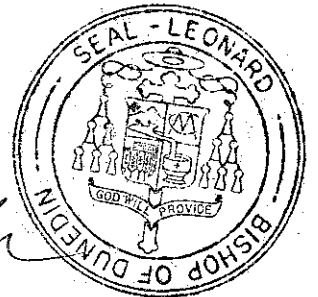
1.2 By deleting the **Plan** annexed to the Second Schedule and substituting therefor the **Plan** attached hereto.

1.3 By deleting the **Second and Third Schedules** to the Deed of Agreement and substituting therefor the **Second and Third Schedules** attached hereto.

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.

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

SIGNED by LEONARD ANTHONY BOYLE
THE ROMAN CATHOLIC BISHOP
OF THE DIOCESE OF DUNEDIN
and sealed with his seal of office



L. A. Boyle

in the presence of:

G. A. Hamming
Director
Catholic Education Office
32 Brunner St. Springfield
Dunedin

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**

Kathy Phillips

in the presence of:

Warren Henson
Warren Henson
Public Servant
17a Teitoku Street
Naenae

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.

L N B
at

ST JOSEPH'S SCHOOL, QUEENSTOWN

**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 standard of the Property Entitlement Code for a comparable state school. All work is to be carried out by competent tradesmen or in a workmanlike manner to comply with all relevant New Zealand building codes and standards.

**AGREED PHASING OF WORK
TO BE COMPLETED BY:**

SITE

- (a) Develop the existing site in front of the Convent building for play and recreation by levelling with fill and retain as necessary.
Provide site drainage to grassed area. 30.06.03

- (b) Provide safety chain-link or equivalent boundary fence along Melbourne Street frontage and also a safe and suitable fence between the Church and grassed area. 30.06.03

- (c) Provide landscaping as required by the Local Authority. 30.06.03

*LMB
W*

BLOCK B ("CONVENT")

Structurally strengthen as necessary, and upgrade all services to Ministry of Education standards.

ACCOMMODATION

Provide from existing facilities of St Joseph's School or by new construction or remodelling, including the building known as "The Convent," accommodation to meet the requirements of the current School Property Guide (Primary.)

STAGE ONE

30.06.2003

Teaching	509 m2
Resource	32 m2
Library/Information Centre	43 m2

STAGE TWO

30.09.2004

Administration	121 m2
Multipurpose Space	80 m2

Total Net	785 m2
------------------	---------------

LAB