

THIS DEED OF AGREEMENT is made the ~~31st~~ day of
~~March~~ One thousand nine hundred and eighty-three (1983)

BETWEEN THE TRUSTEES OF THE CHRISTIAN BROTHERS NEW ZEALAND 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. Kevin's College, OAMARU**, (hereinafter referred to as "**the School**")
- B The School is a Roman Catholic Secondary day and boarding school for boys and day only school for girls from Form Three (III) to Form Seven (VII) together with until the thirty-first (31st) day of January One thousand nine hundred and eighty-four (1984) an attached day only Intermediate Department for Form Two (2) boys only offering Education with a Special Character.
- C The School was established in 1927 and up to the effective date of integration was conducted and staffed in part by members of the Roman Catholic Religious Order of Men known as the Christian Brothers New Zealand. The Christian Brothers New Zealand bring to the School the special characteristics of their Order. The School has also been in part staffed by the Roman Catholic Religious Order of Women known as the Dominican Sisters who have been involved in the Catholic Education of girls in Oamaru. The said Orders will continue after the effective date of integration to offer teaching staff to the School, so long as they have 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 except the boarding establishment 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) The School premises and all the chattels and other assets associated with the School premises shall be available for use by the boarders (boarders are those pupils who attend the ^{Trusts} Proprietor's boarding establishment which is not part of the integrated School) for preparatory study and research or other similar use and recreational purposes during non-school time PROVIDED THAT the ^{Trust} Proprietor shall contribute to the lighting and heating costs according to such use.
- (ii) 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 or boarding 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 ^{Trustees} Governors as a condition of such use.
- (iii) With the consent of the Proprietor, the Board of ^{Trustees} Governors may grant the use of the School premises or chattels to other person or persons at any time when the School premises and chattels are not required for School or boarding purposes and the Proprietor shall not unreasonably or arbitrarily withhold its consent. The Board of ^{Trustees} Governors may require any such person or persons to pay a reasonable fee to the Board of ^{Trustees} Governors as a condition of such use.
- (iv) The Board of ^{Trustees} Governors may with the consent of the ^{Trust} Proprietor use for school purposes part or parts of the land and buildings and chattels retained by the Proprietor as the boarding establishment and the ^{Trust} Proprietor shall not unreasonably or arbitrarily withhold its consent where the time of use does not conflict with the use of the same for

boarding purposes and the use itself contributes to the maintenance of the Special Character of the School.

- (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.
- (i) The ^{Trusts} Proprietor's adjoining boarding establishment is not being integrated and accordingly the ^{Trust} Proprietor shall be entitled to pay to persons employed at the School who accept secondary employment with the ^{Trust} Proprietor fair and reasonable remuneration for boarding duties and/or work in respect of the boarding establishment. In the case of the Principal the ^{Trust} Proprietor shall also be entitled to pay fair and reasonable remuneration for the general supervision of the whole of the boarding establishment.

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 boys and girls established by the Religious Order of Men known as the Christian Brothers New Zealand for the Roman Catholic community of the Diocese of Dunedin 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 Bishop of the Diocese of Dunedin

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;
- (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 Otago 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.
- (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 four hundred and six (406) pupils made up of one hundred and sixty eight (168) boarders and two hundred and thirty eight (238) day pupils in Forms III - VII at the 1st day of March 1983 and thirty one (31) pupils in Form II at the 1st day of March 1983 both dates 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 Secondary School shall be four hundred and fifty (450) pupils of whom no more than two hundred and seventy (270) may be day pupils and a maximum of thirty two (32) Form II pupils until the 31st day of January 1984 and thereafter nil.

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 ^{Secretary} 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 ^{Secretary} 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 twenty-three (23) pupils out of the total roll of the School and the Board of Governors shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Board of ^{Trustees} ~~Governors~~ in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.

(c) Pupils who attend the ^{Trustee's} Proprietor's boarding establishment shall be entitled to be enrolled at the School PROVIDED THAT a pupil who would not have preference of enrolment by virtue of these presents shall not have preference of

enrolment by reason only of his attendance at the ^{Trust} Proprietor's boarding establishment.

- (d) Wherever any difficulty arises related to enrolment at the School in terms of the Private Schools Conditional Integration Act 1975, it may be referred to the appropriate Secondary Enrolment Review Committee.

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 Bishop of the Diocese of Dunedin 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.

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 and shall, provided that the Proprietor and the Controlling Authority agree, state that a willingness and ability to assume responsibility to the Proprietor for the daily control and administration of the Proprietor's boarding establishment and for the development and conduct of the boarding pupils shall be conditions of appointment and may state that a willingness and ability to assume responsibility to the Proprietor for the general supervision of the whole of the School property (excluding the integrated School premises for which the Principal is responsible to the Board of Governors) 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. AN advertisement for any teaching position at the integrated School other than that of Principal may state that the appointee will be expected to undertake under the employment of the Proprietor duties including assistance with the control administration and supervision of the Proprietor's boarding establishment.

16. 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.

17. **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.

18. **THE** position of Head of the Intermediate Department and one (1) other position in the Intermediate Department shall in accordance with Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 be designated positions of importance carrying a responsibility for Religious instruction and an advertisement for these 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 persons so appointed to these positions shall accept these requirements as a condition of appointment. In the event of the staffing entitlement of the Intermediate Department altering at any time during the currency of this Deed of Agreement, the number of positions other than Head of the Intermediate Department designated positions of importance carrying responsibility for Religious instruction shall be assessed in accordance with the **Fourth Schedule** hereto.

19. **THE** staffing entitlement of the Form III to Form VII section of the School as at the 1st day of March One thousand nine hundred and eighty-three (1983) was twenty-one (21) positions (excluding the Principal and the Director of Religious Studies) of which there shall be eight (8) 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 persons so appointed to these positions shall accept these requirements as a condition of appointment. In the event of the staffing entitlement of the Form III to Form VII section 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

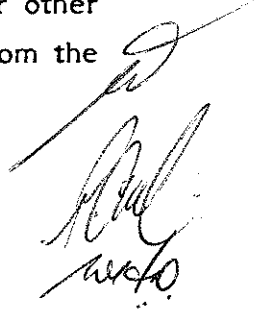
1975 as positions of importance carrying a responsibility for Religious instruction shall be in the same proportion to the nearest whole number of the other teaching positions as eight (8) is to twenty-one (21) as hereinbefore provided.

however described
20. 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.

Trust
21. 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.

22. 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.

Trust
23. IT is agreed by and between the parties hereto that the Proprietor shall have the right at its sole discretion to refuse residential enrolment as a boarder to any child and shall have the right to require parents or other persons accepting responsibility for any child to remove that child from the boarding establishment.



24. 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.

25. THE School is a Secondary day and boarding school for boys and day only school for girls from Form Three (III) to Form Seven (VII) with an attached Intermediate Department for Form Two (2) boys only. After the 31st day of January 1984 the Intermediate Department will close. Thereafter the School shall remain as hereinbefore described less the Intermediate Department 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.

26. 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.

27. IT is acknowledged by and between the parties hereto pursuant to **clause 26** 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 water supply, the power 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 26** hereof. If practicable the power supply to the School premises shall be separately metered at the expense of the Proprietor. 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 ^{Trustees} 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.

28. WITH the agreement of the Board of ^{Trustees} ~~Governors~~ the Proprietor may receive and issue receipts for the amounts payable to the Board of ^{Trustees} ~~Governors~~ by the parents of the pupils. Any moneys collected by the Proprietor on behalf of the Board of ^{Trustees} ~~Governors~~ shall be accounted for to the Board of ^{Trustees} ~~Governors~~.

29. 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 ^{Trustees} ~~Governors~~ and at that stage the Board of ^{Trustees} ~~Governors~~ shall assume responsibility for the maintenance of such a house property and shall be entitled to receive the rent therefrom.

30. 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.

31. 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.

32. THE Proprietor agrees to make available the teaching and administration areas in Blocks D and N on the plan forming part of the **Second Schedule** hereto for the use of the school until such time as the construction and/or the remodelling is completed in accordance with the **Third Schedule**. The Proprietor also agrees to make available the teaching and administration areas in the Intermediate Block situated in Taward Street until such time that the intermediate part of St. Kevin's College is phased out.

33. THE Proprietor agrees to maintain the teaching and administration areas more particularly described in **clause 32** so as to meet Department of Education and Ministry of Works and Development requirements during the period of their use by the school.

The Controlling Authority shall be responsible for the running or operating costs associated with the use of the said areas, in particular the power supply, water, sewerage, draining and cleaning costs.

34. THE Proprietor shall obtain all necessary planning consents, permissions and approvals necessary to execute the improvements described in the **Third Schedule** hereto in order that such improvements are carried out in accordance with the dates specified against such improvements in the **Third Schedule** hereto. If the Proprietor should not obtain such consents, permissions or approvals, or should such consents, permissions or approvals be upset on appeal or otherwise so that the improvements specified in the **Third Schedule** hereto cannot be carried out in accordance with the dates specified against such improvements in the **Third Schedule** hereto then the Minister may cancel and annul the integration agreement in accordance with Section 11 (1) of the Private Schools Conditional Integration Act 1975.

35. THE Proprietor agrees to meet all exterior maintenance costs associated with Block C more particularly delineated on the plan forming part of the **Second Schedule** hereto.

36. 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.

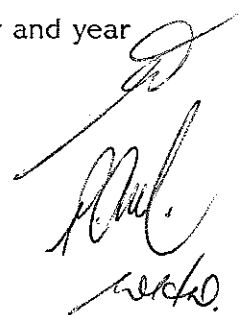
37. THE Proprietor shall reimburse the Minister for the payment of salary, wages and the proportion of School holiday pay due and paid by the Minister in respect of the 1983 School year to any person employed at the School up to the effective date of integration **PROVIDED THAT** the Proprietor shall 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.

38. THE Minister shall subject to **clause 3(d) and (e), clause 30, clause 31, clause 33 and clause 35** 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 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.

39. THE effective date of this Deed of Agreement shall be the 6th day of May One thousand nine hundred and eighty-three (1983)

40. 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.



THE COMMON SEAL of THE)
TRUSTEES OF THE CHRISTIAN)
BROTHERS, NEW ZEALAND was)
hereunto affixed by and in the presence)
of:-)



P. A. McManus.

Trustee

Mervyn Langlois

Trustee

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

Mervyn Langlois

M. J. Folker

12 Hokianga 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, school buildings, chapel, boarding facilities, and other improvements owned by The Trustees of the Christian Brothers of New Zealand, situated in Taward Street, also bounding Redcastle Road and Lismore Street, Oamaru, and being known as **St. Kevin's College, Redcastle, Oamaru, New Zealand**, and being more particularly described as follows, and delineated in green on the site plan, forming part of the **Second Schedule** thereto.

FIRSTLY all that freehold parcel of land containing 5.4683 hectares more or less, situate as to part in the Borough of Oamaru, being Lot 1, Deposited Plan 11598, and being part of Sections 54 and 55, Block I, OAMARU DISTRICT and being all that land in Certificate of Title Volume 3B, Folio 834 (Otago Registry).

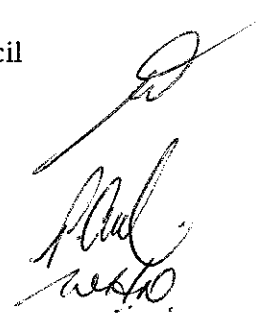
Subject to

3581 Order in Council imposing a Building Line Restriction.

SECONDLY all that freehold parcel of land containing 14.1534 hectares more or less, being Part Section 18, 20, 53, 54 and 55, Deposited Plan 3647, Block I OAMARU DISTRICT and being all that land in Certificate of Title Volume 1D, Folio 236 (Otago Registry).

Subject to

- (i) Fencing Agreement containing in unregistered Agreement for sale and purchase dated 30.6.1926.
- (ii) Building line restriction imposed by Order in Council 3581 and Special Order 244409.

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- (iii) 269721 Mortgage to Bank of New Zealand 25.3.1964 at 11.30 am.

THIRDLY all that freehold parcel of land containing 3.6770 hectares more or less, being Part Sections 18, 20 and 23, Block I, OAMARU SURVEY DISTRICT as shown on plan endorsed on Conveyance registered in the Deeds Register Office No. 148548, and being the balance of that land in Certificate of Title Volume 233, Folio 226 (Otago Registry).

Subject to

- (i) Order in Council No. 3581 exempting the south side of the road (Redcastle Road) on the north eastern boundary of the above described land from the provisions of Section 117 of the Public Works Act 1908, subject to condition as to building line. Deposited 30th March 1927 at 10.00 am.
- (ii) 269721 Mortgage of balance to Bank of New Zealand 25.3.1964 at 11.30 am.

This title is limited as to parcels.

FOURTHLY all that freehold parcel of land containing 3.1922 hectares more or less situate in the Borough of Oamaru, being lots 15, 16, 17, 18, 19, 20, 21 and Part Lot 22, Deposited Plan 4145, and being part of Section 18, 20 and 23, Block I, OAMARU DISTRICT and being all that in Certificate of Title Volume 406, Folio 240 (Otago Registry).

Subject to

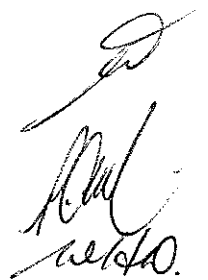
- (i) Gazette Notice 3926 authorising the laying off at Lismore Street of a width of 15.240 metres subject to a condition as to building line produced 22.1.1931 at 10.30 am.
- (ii) 269721 Mortgage to Bank of New Zealand 25.3.1964 at 11.30 am.

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** the Chapel situated on the first floor of Block C and more particularly shown on departmental drawing No. EIS 26904 and the bell tower more particularly delineated in blue on the annexed plan **TOGETHER WITH** a reservation in favour of the non-integrating areas of full rights of access inter se and of ingress and egress between those areas and Taward Street, Oamaru.

Handwritten signature and initials, possibly "A. M. W. 1940".

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. In those cases where the words "half cost to be met by Department" appear in relation to particular works, the property supervisor of the Regional Office of the Department of Education shall draw up the specifications for such particular works and the proprietor shall obtain his approval to the contractor and to the price before commencing such works. All work is to be carried out by tradesmen or in a workmanlike manner to the Department of Education standards.

AGREED PHASING OF WORK TO BE COMPLETED BY

6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p><u>SITE</u> Patch holes in drive from Taward Street and east of Block A <u>Tennis Courts</u> Re-tension lower section of netting around courts and secure Fill holes in seal, kill weeds and grass in asphalt and over-seal Reseal northwest court <u>Basketball court</u> Remove weeds and grass in asphalt and over-seal edges Fill slumped areas in courts Reseal lower court</p>	x				
	x				
	x				
	x				
	x				
	x				
<p><u>BLOCK A</u> <u>Exterior</u> Clean skylights Paint walls and roof (half cost to be met by department) Repoint brickwork adjacent to sills Replace brick vent SE gable Replaster sills opposite areas 14-15 Level paving opposite area 17 Restore paving opposite areas 4-5</p>					
<p><u>Interior</u> <u>Area 1</u> Fit shelves in lieu of cupboards Redecorate</p>					

6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK A					
<u>Interior (Continued)</u>					
<u>Area 2</u>					
Repair door and clashing strip and mortice lock.					
Re-hang door			x		
Fit shelves in lieu of cupboard			x		
Replace missing light diffusers					
Redecorate		x			
<u>Area 3</u>					
Fit shelves in lieu of cupboard					
Replace missing light diffusers					
Redecorate		x			
<u>Area 4</u>					
Fit shelves in lieu of cupboard					
Replace light diffusers					
Redecorate		x			
<u>Area 8</u>					
Repair vinyl flooring					
Fit door stop					
<u>Area 10</u>					
Re-case "zip" heater	x				
Repaint					
<u>Area 13</u>					
Recover floor					
Repair and replace one door					
<u>Area 14</u>					
Replace escutcheon plate					
Redecorate					
<u>Area 15</u>					
Replace light diffusers					
Repair cupboards					
Repaint					
<u>Area 16</u>					
Replace light diffusers					
Secure light diffusers in centre of ceiling					
Repair lino in coved part					

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6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK A					
Interior (continued)					
Area 17	x				
Secure loose ceiling					
Remove surplus wires from ceiling					
Restore light diffusers	x				
Repair cupboards					
Repaint					
Area 18					
Resurface floor					
Area 19					
Resurface floor					
Area 20					
Replace light diffusers					
Area 21					
Repair lights					
Replace heater gauge on hot water cylinder					
Secure conduit supply cable to cylinder					
Repaint					
Block A Link					
Restore lantern light and roof flashing					
Revarnish or repaint notice boards					
Repaint skylight and ceiling					
Structural					
Provide strengthening longitudinally against horizontal forces					
Upgrade timber backed veneers to MWD standards					
Mechanical					
Upgrade heating to state school standards in areas 1,2,3,4,7,10,12,13,14,15,16 and 17					
Upgrade heating controls					
Install room thermostat to control electric convector in area 18 and provide time control					
Upgrade heating in area 19 to state school standards and provide thermostat and time controls					

	6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p>BLOCK A</p> <p><u>Electrical</u></p> <p>Replace existing main switchboard with a metal clad board with fused switches or MCBs</p> <p>provide protective covers where MCBs are not installed in splitter boxes in areas 11 and 15</p> <p>Replace socket with PDL 60 type in area 18</p> <p>Replace all resonant start fluorescent fittings with switch start type and upgrade lighting to state school standards</p> <p>Upgrade lighting in areas 18 and 19 to state school standards</p> <p>Complete or make safe wiring of extra lights in areas 16 and 17</p> <p>Enclose switchboard and water heater in area 21 in a cupboard and mount light switches outside the cupboard</p>	x	x		x x x x x		
<p><u>Fire Protection</u></p> <p><u>Egress:</u></p> <p>Reverse openings of secondary egress doors to open in the direction of travel and mark doors as EXIT doors</p> <p>Remove locking bars from the mortice locks in all classrooms so that the hardware operates as a latch set only. Provide night latches for security if required.</p> <p><u>Extinguishing Equipment:</u></p> <p>Replace tubing on both hose reels with 30 metres of 13mm tubing</p> <p><u>Linings:</u></p> <p>Line ceilings of basement areas 20, 21 and 22 with 9mm plaster board</p> <p><u>Fire Hazards:</u></p> <p>Remove bulk supply of methylated spirits from area 13 and retain sufficient only for immediate use</p> <p>Remove portable electric heater from area 14</p> <p>Correctly install wall mounted electric radiator in area 14 to comply with wiring regulations and spaced 300mm from softboard ceiling above</p>	x x x x	x x x x		x		

6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK B					
Exterior					
Clean skylights			x		
Repaint roof and walls (half cost to be met by department)			x		
Level up paving opposite areas 25, 26 and 27	x				
Replace brick vent opposite area 24	x				
Protect PVC waste and repair gully trap opposite area 31	x				
Replace duct slab opposite area 32	x				
Replace vent opposite area 35	x				
Repair PVC waste and grate opposite area 35	x				
Repair plaster sill on north wall	x				
Replaster damaged top and bottom treads of steps on north side	x				
Interior					
Area 24					
Secure ceiling panels	x				
Replace diffusers			x		
Replace chalkboard			x		
Revarnish walls			x		
Repair cupboards and tops			x		
Area 25					
Repair cupboard doors and top			x		
Repair cupboard shelf			x		
Repaint			x		
Area 26					
Repair cupboard doors and top			x		
Replace skylight panels			x		
Replace light diffusers			x		
Repaint			x		
Area 27					
Repair cupboard doors and top			x		
Replace chalkboards			x		
Replace skylight panels			x		
Replace light diffusers			x		
Repaint			x		
Area 28					
Resurface bench tops			x		
Replace broken skylight sheets			x		
Redecorate and revarnish			x		

	6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BLOCK B</u>						
<u>Interior (continued)</u>						
<u>Area 29</u>						
Make sliding doors operable		x		x		
Redecorate and revarnish				x		
<u>Area 30</u>				x		
Repair wall and fixed seat				x		
Replace vinyl flooring				x		
Redecorate				x		
Resurface preparation bench				x		
<u>Area 31</u>						
Resurface and repair fixed preparation bench				x		
Repaint and resurface floor				x		
<u>Area 32</u>						
Remove gas taps from inside fume cupboard	x					
Install safety glass in all fume cupboards	x					
Restore missing cupboard doors				x		
Repair ply panels on fixed benches				x		
Repaint				x		
<u>Area 33</u>						
Repair edge of podium		x				
Restore cupboards at rear of room				x		
Restore curtain track				x		
Refix loose ceiling panels				x		
Remove broken shelves by windows				x		
Repaint				x		
<u>Area 34</u>						
Repair hole in wall		x				
Replace vinyl floor covering				x		
Repaint				x		
<u>Area 37, 38 and 39</u>						
Restore lights		x				
Repaint				x		
<u>Structural</u>						
Provide strengthening longitudinally against horizontal forces				x		
Upgrade timber backed veneers to MWD standards				x		

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	6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p><u>BLOCK B (continued)</u> <u>Mechanical</u> Upgrade heating to state school standards in areas 24, 25, 26, 27, 28, 29, 30, 32, 33 and 34 Upgrade heating controls Boilerhouse area 38 Restrain boiler to resist seismic forces Upgrade oil supply to comply with the Dangerous Goods Regulations Reroute oil fuel line away from boiler surfaces Replace Mercoid boiler limit thermostat with a modern type similar to the control thermostat</p>				x x x x x x		
<p><u>Electrical</u> Replace all resonant start fluorescent fittings with switched start type and upgrade lighting in all areas to state school standards Provide cupboard for switchboard in area 37 and repair isolating switch</p>		x		x		
<p><u>Fire Protection</u> <u>Egress:</u> Reverse openings of secondary egress doors to open in direction of exit travel and mark as EXIT doors Remove locking bars of mortice locks so that hardware operates as a latch set only. Provide night latches for security if required Extinguishing Equipment: Replace tubing on hose reel with 30 metres of 13mm tubing Erect a supporting bracket for the 2.3kg CO2 extinguisher in area 32 and provide indicator sign</p>	x x x	x x x				
<p><u>Linings:</u> Upgrade linings in areas 28, 29, 30 and 32 with 9mm plaster board or fibrous plaster Line ceiling of basement boiler house area 38 with material that will provide a one hour fire resistance separation from the floor above</p>				x x		

6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK C					
Exterior					
Repair light over stage door	x				
Interior					
Areas 41, 46 and 52			x		
Resurface floor			x		
Redecorate					
Area 49					
Repair damaged hardboard	x				
Repair hardware	x				
Area 52					
Restore hardware to store	x				
Structural					
Obviate hazard posed by timber backed veneer at upper east elevation and part south elevation to MWD requirements			x		
Mechanical					
Reduce the noise level of the unit heaters in hall area 41 and provide thermostat control			x		
Upgrade heating in hall with thermostat and time controlled convective heaters to state school standards			x		
Provide manual isolation and thermostat control on stage area 46			x		
Upgrade heating on stage with thermostat and time controlled convective heaters to state school standards			x		
Provide manual isolation for the chapel heating so that the hall and stage heating can be run separately			x		
Electrical					
Fix loose wiring in area 52 to comply with wiring regulations	x				
Upgrade lighting in hall to state school standards			x		
Install bulkhead lights in area 52 in lieu of pendants			x		
Replace wall bracket lights in area 54 with "brick" fittings with polycarbonate covers			x		
Repair floodlights on outside of hall block	x				

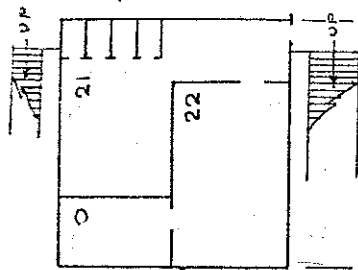
6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<p><u>BLOCK C (continued)</u> <u>Fire Protection</u> <u>Egress:</u> Remove locking mortice locks from the four doors of the hall and replace with panic bolts of Schlage or equivalent manufacture Provide emergency lighting for hall and stage Provide dual illuminated EXIT signs over hall and stage egress doors Remove padlocked bar from stage exit doors and fit panic bolt hardware Increase the height of the front railing of area 52 to 900mm</p> <p><u>BLOCK E</u> <u>Swimming Pool</u> Provide secure perimeter fencing Resurface concrete in front of tiered steps and NE corner where concrete is damaged</p> <p><u>BLOCK E - Plant Room</u> <u>Repaint including roof</u></p> <p><u>Structural</u> Investigate presence of steel in block work and strengthen to MWD standards if necessary</p> <p><u>Mechanical</u> Replace existing sand filters with modern equivalent Replace pool circulation pump Install automatic pool chlorination equipment and provide separate storage for pool chemicals</p>	<p>x x x x x</p> <p>x</p> <p>x</p> <p>x x x</p>				

6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK E (continued) Electrical Fix wiring in filter room to comply with wiring regulations	x				
BLOCK G Exterior Paint roof, walls and woodwork		x			
Interior Area 73 Seal end wall and waterproof blockwork Area 75 Repair door	x	x			
Mechanical Upgrade heating in area 78 with thermostat and time controlled convective heaters to state school standards		x			
Electrical - General Provide check meters to separate school sub-mains from hostel sub-mains Replace underground pyrotenax cable between Blocks A and B	x				
Fire Protection - General Install a manual low voltage fail safe alarm system with call points and bell sounders interconnected to all school buildings			x		
BUILDING REQUIREMENTS Provide by new construction or remodelling the following:					
Commonroom of Large classroom (1) of Study room (1) of		x			x
112m ² 70m ² 47m ²					

BUILDINGS REQUIREMENTS (continued)	6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Library (including workroom) of General science laboratory or UDS Advanced biology laboratory of Prep room of Chemistry store of Physics prep room of Chemistry prep room of Biology store of Clothing room of Clothing store of Typing room of Typing store of Music room of Music store/resource of Music practice Lecture room of Gymnasium of PE store of Equipment bay of PE changing rooms of Kiln shed of Principal's office of Deputy principal's office of Senior master/mistress office of HOD Offices School office of Staff restroom of Timetable room of Casualty room of Sickroom of Caretaker's room of Maintenance staff room of Dangerous goods store if required Resource/storage/workroom of Resource/storage - senior studies of Maths workroom of Language store of	175m ² 84m ² 84m ² 14m ² 17m ² 11.5m ² 11.5m ² 9.5m ² 84m ² 10m ² 79m ² 4.5m ² 70m ² 23m ² 1 x 11m ² , 1 x 7.5m ² 75m ² 334m ² 12.5m ² 28m ² 80m ² 10m ² 19m ² 11m ² 11m ² 5 x 7.5m ² 19m ² 4.5m ² 14m ² 9m ² 9m ² 7m ² 19m ² 9m ² 47m ² 19m ² 14m ² 9.5m ²		x	x x x x x x x	x x	
			x x	x x x		
			x			
			x x x x	x x x x x x		
			x x x x x			

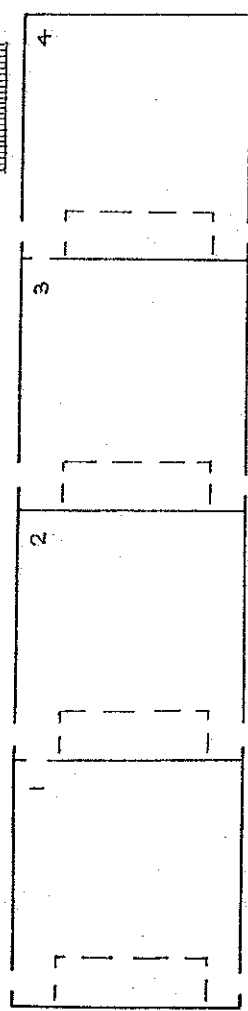
6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>BUILDING REQUIREMENTS (continued)</u>					
Toilets for staff and pupils to comply with Drainage and Plumbing Regulations					
Art and craft room of 105m ²)					x
Art and craft project store 19m ²)					x
large classroom 70m ²)					
Draughting room 74m ²)			x		
Plan printing room 7.5m ²)					
Strengthen Block F to MWD standards		x			
<u>FURNITURE AND EQUIPMENT</u>					
Provide deficiencies or replacements in the following areas:					
Classrooms)		x			
Library)		x			
Homecraft)					
Principal's office)		x			
Deputy principal's office)		x			
School office)		x			
Staff restroom)		x			

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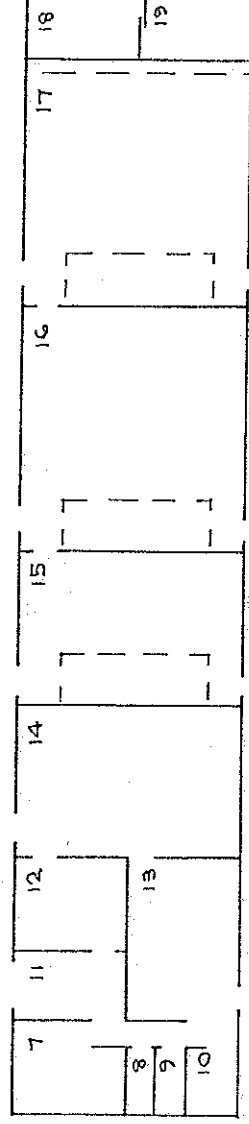


BLOCK A BASEMENT
ROOM AREA
 20 PAST PAPERS ROOM 12.12 m²
 21 TOILETS
 22 TEXTBOOK STORE 30.30 m²
TOTAL AREA = 90.09 m²

BLOCK A BASEMENT
ROOM AREA
 23 STORE 26.22 m²



BLOCK A GROUND FLOOR
ROOM AREA
 1 CLASSROOM 82.37 m²
 2 CLASSROOM 82.37 m²
 3 CLASSROOM 82.37 m²
 4 CLASSROOM 81.50 m²
 5 STAIRS
 6 STAIRS 12.79 m²
 7 RECTOR
 8 TOILET
 9 TOILET



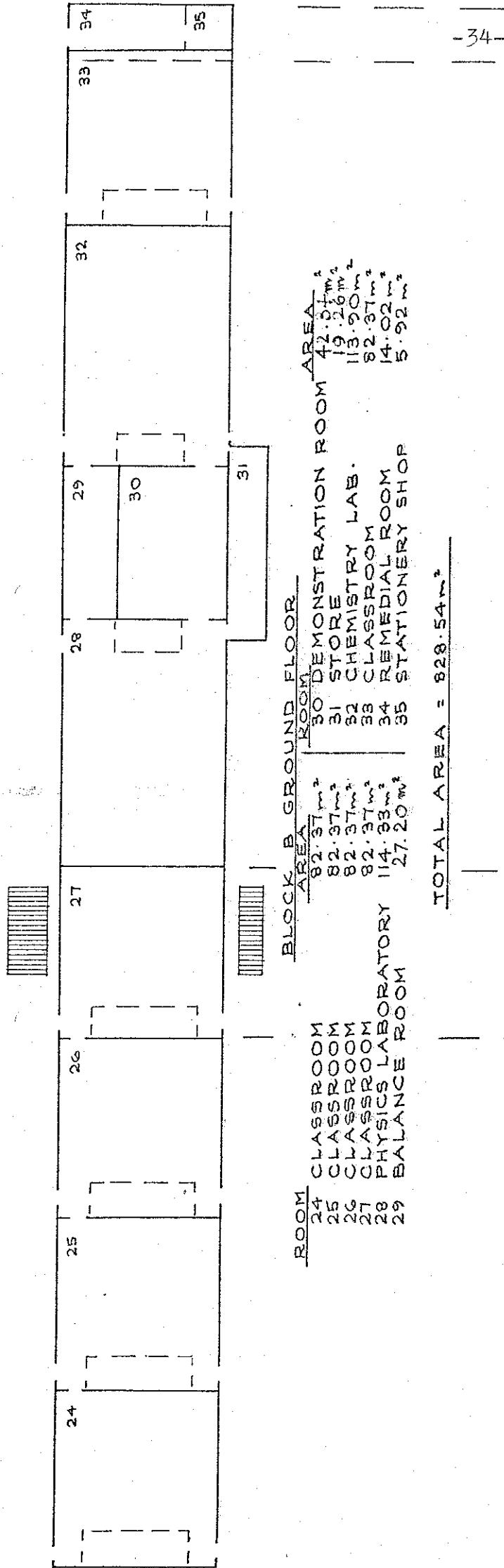
BLOCK A GROUND FLOOR
ROOM AREA
 10 KITCHENETTE 14.22 m²
 11 ENTRANCE FOYER 26.56 m²
 12 SECRETARY 51.15 m²
 13 STAFFROOM 51.15 m²
 14 CLASSROOM 82.37 m²
 15 CLASSROOM 82.37 m²
 16 REMEDIAL ROOM 9.58 m²
 17 CAREERS OFFICE 10.05 m²

TOTAL AREA = 804.04 m²

[Signature]

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

Drawing No:	EIS 269 02	Scale:	1:300
Date:	15 SEPTEMBER 1981	SHEET 2 OF 5 SHEETS	
Revision		Drawn: <i>slg</i>	



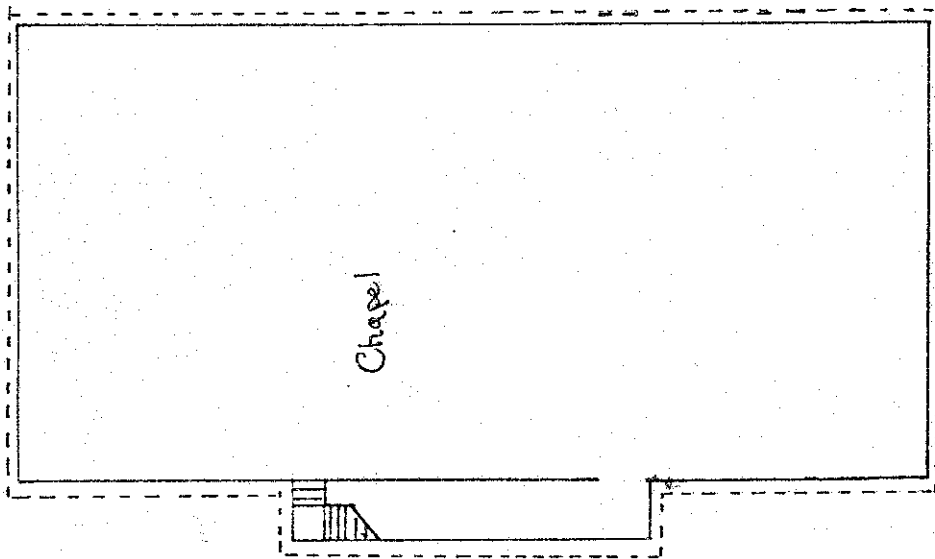
ROOM	AREA
36 EQUIPMENT STORE	14.96m ²
37 FOYER	
38 BOILER ROOM	15.49m ²
39 TOILETS	
TOTAL AREA	= 30.09m²

ROOM	AREA
40 STORE	26.22m ²

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

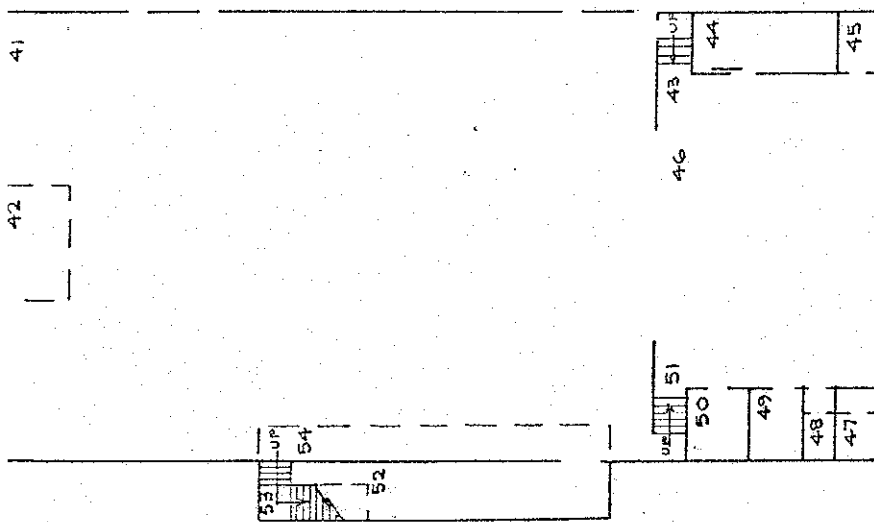
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Date:	15 SEPTEMBER '81		
Revision			
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SHEET 3 OF 5 SHEETS



BLOCK C
FIRST FLOOR

----- Non Integrating



ROOM	AREA	ROOM	AREA
41 HALL	432.88 m ²	48 TOILET	5.42 m ²
42 PROJECTION ROOM OVER STAIRS	11.70 m ²	49 PIANO ROOM	6.50 m ²
43 STAIRS	12.58 m ²	50 PROJECTOR ROOM	23.6 m ²
44 SCENE STORE	2.28 m ²	51 STAIRS	40.92 m ²
45 CLEANER	108.22 m ²	52 PEE EQUIPMENT STORE	
46 STAGE		53 STAIRS	
47 TOILET		54 BALCONY OVER	

TOTAL AREA = 618.23 m²

DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School: ST KEVIN'S COLLEGE, OAMARU

Drawing No:

EIS 269 04

Date:

16 SEPTEMBER 1981

Revision

16 March 1983

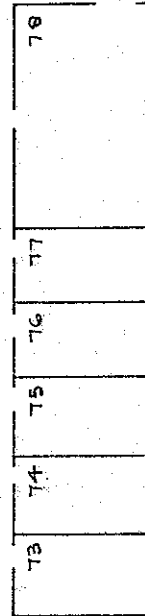
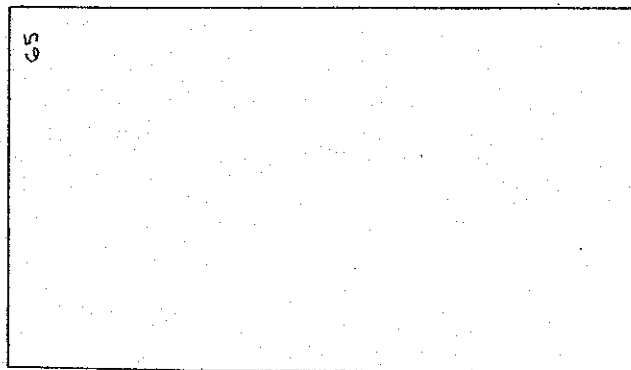
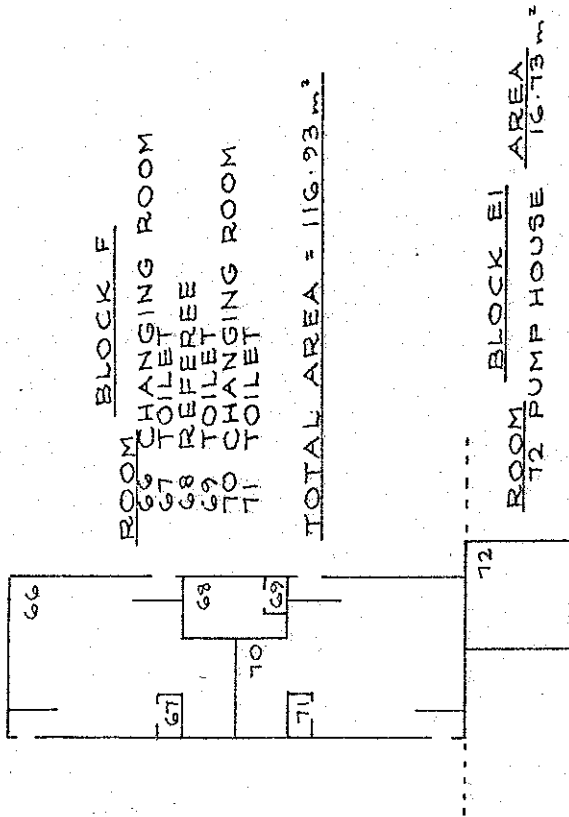
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SHEET 4 OF 5 SHEETS



ROOM 65 SWIMMING POOL AREA 344.64 m²

ROOM 73 RUGBY STORE AREA 14.81 m²
74 CRICKET STORE 14.19 m²
75 ATHLETICS STORE 14.28 m²
76 TOOL STORE 13.75 m²
77 MAINTENANCE WORKSHOP 14.28 m²
78 MAINTENANCE WORKSHOP 41.93 m²

TOTAL AREA = 127.75 m²

DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School: ST KEVIN'S COLLEGE, OAMARU

Scale:

Drawing No:

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EIS 269 05

Date:

SHEET 5 OF 5 SHEETS

16 SEPTEMBER 1981

Revision

Drawn: *adg*

FOURTH SCHEDULE

Schedule of Staffing Appointments to Intermediate Department of St. Kevin's College, Oamaru under Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 being special positions relating to the Special Character of the School.

<u>Total Staff Entitlement of Intermediate Department</u>	<u>Head of Intermediate Department to be Appointed under Section 65(1)(c)</u>	<u>Number of other Teachers to be Appointed under Section 65 (1)(c)</u>
<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
1	1	-
2	1	1
3	1	1
4	1	1
5	1	2
6	1	2
7	1	3
8	1	3
9	1	4
10	1	4
11	1	5
12	1	5
13	1	6
14	1	6
15	1	7
16	1	7
17	1	8
18	1	8
19	1	9
20	1	9

NOTE:

The above schedule is for use when the staffing entitlement of the School alters at any time during the currency of this Deed of Agreement to enable the parties hereto by reference to the total staffing entitlement of the School in Column 1 to determine the number of teaching positions at the School which in terms of Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 and the relevant clauses of this Deed of Agreement carry a responsibility for Religious instruction and require a willingness and ability to take part in Religious instruction. This Schedule is to be read from left to right.

At the effective date of this Deed of Agreement, the Intermediate Department of the above-named College has a staffing entitlement of two (2) teachers.