

THIS DEED OF AGREEMENT is made the 2 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. Mary's College, WELLINGTON**,
(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 1850 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

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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.

- (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 five hundred and fifty-four (554) pupils as at the 1st day of 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 five hundred and ninety (590) 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 thirty (30) pupils out of the total roll

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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 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.

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 twenty-seven decimal one two (27.12) positions (excluding the Principal and Director of Religious Studies) of which there shall be eleven (11) 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 eleven (11) is to twenty-seven decimal one two (27.12) 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 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 23** 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 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 make available Block A more particularly delineated on the plan forming part of the **Second Schedule** hereto for the use of the school until such time as the construction work outlined in the **Third Schedule** has been completed.

28. THE Proprietor agrees to maintain Block A more particularly described in **clause 27** 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 buildings in particular the power supply, water, sewerage, drainage and cleaning costs.

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29. 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 integrated land other than that arising directly from the negligence of the Minister or the Controlling Authority or their servants or agents.

30. THE Proprietor agrees to make available for the use of the School the land, of which it is possessed under an agreement entered into with the Crown, but of which it is not the registered proprietor, more particularly delineated in orange on the plan forming part of the **Second Schedule** hereto and described on that plan as being Part Lots 5, 6 and 8 Deposited Plan 3284. The Minister agrees to maintain that land as if it were integrated. When the said land has been vested in the Proprietor and that vesting has been registered at the Land Transfer Office, the Minister and the Proprietor agree to enter into a supplementary agreement to integrate the land.

31. 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.

32. 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.

33. THE Minister shall subject to **clause 3(d) and (e), clause 25, clause 28 and clause 29** 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.

34. THE effective date of this Deed of Agreement shall be the 2nd day of March One thousand nine hundred and eighty-three (1983)

35. 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 SISTERS
OF MERCY (WELLINGTON) TRUST
BOARD was hereunto affixed by and in
the presence of:-



M. M. Paul

Trustee

E. B. Wilson

Trustee

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

Mervyn Langlois
Minister of Education
Chair of the Executive
Council.

M. M. Paul
E. B. Wilson

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 Sisters of Mercy (Wellington) Trust Board situate in Guilford Terrace, Wellington, being known as **St. Mary's College, Wellington**, 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 1142 square metres more or less being part of Section 554 of the Town of Wellington and being all the land contained and described in Certificate of Title Volume 448 Folio 15 (Wellington Registry).

SECONDLY, All that freehold parcel of land containing 8 square metres more or less being part of Section 554 of the Town of Wellington and being all the land contained and described in Certificate of Title Volume 448 Folio 199 (Wellington Registry)

THIRDLY, All that freehold parcel of land containing 967 square metres more or less being part of Section 554 of the Town of Wellington and being all the land contained and described in Certificate of Title Volume 448 Folio 95 (Wellington Registry)

FOURTHLY, All that freehold parcel of land containing 885 square metres more or less situate in the City of Wellington being part of Town Section 553 and being Lot 4 on Deposited

Plan No. 3284 and being all the land contained and described in Certificate of Title Volume 234 Folio 98 (Wellington Registry)
SUBJECT TO:

1. No. K4348 Conditions of consent by the Mayor, Councillors and Citizens of the City of Wellington to the granting of the right of way over part of the within described land appurtenant to the land in Volume 234 Folio 97 and the balance of the within described land.
2. No. 302144.1 Order in Council declaring part of the within land and airspace and subsoil to be a motorway.

FIFTHLY, All that freehold parcel of land containing 18 square metres more or less situate in the City of Wellington being part of Town Section No. 553 and being also parts of Lots 1 and 3 on deposited plan No. 3284 and being all the land contained and described in Certificate of Title Volume 367 Folio 31 (Wellington Registry)

SUBJECT TO

1. No. 087143.1 Compensation Certificate under the Public Works Amendment Act 1948.
2. No. 302144.1 Order in Council declaring part of the within land, airspace and subsoil to be a motorway.

SIXTHLY, All that freehold parcel of land containing 134 square metres more or less being Lot 6 on Deposited Plan No. 1265 and part of Section 563 City of Wellington and being all the land contained and described in Certificate of Title Volume 119 Folio 250 (Wellington Registry)

SUBJECT TO:

1. Mortgage 487426.1 to Housing Corporation.
2. Mortgage 494092.1 to Housing Corporation.

SEVENTHLY, All that freehold parcel of land containing 2862 square metres more or less situate in the City of Wellington being part of Town Section 561 and being also part of the land on Deposited Plan No. A2975 and being all the land contained

and described in Certificate of Title Volume 406 Folio 164
(Wellington Registry)

SUBJECT TO:

1. Mortgage 487426.1 to Housing Corporation.
2. Mortgage 494092.1 to Housing Corporation.

EIGHTHLY, All that freehold parcel of land containing 1.2305 hectares more or less situate in the City of Wellington being Section 555 and parts of Sections 557, 558 and 559 on the public map of the Town of Wellington and being also Lot 1 on Deposited Plan No. 10013 and being all the land contained and described in Certificate of Title Volume 401 Folio 287 (Wellington Registry)

SUBJECT TO:

1. No. 309144.1 Order in Council declaring part of the within land airspace and subsoil to be a motorway.
2. Mortgage 487426.1 to Housing Corporation.
3. Mortgage 494092.1 to Housing Corporation.

*M. M. P.
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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** Blocks E, F, H, I, K and L more particularly delineated in blue on the said plan together with a reservation in favour of those excepted portions of full rights of access inter se and of ingress and egress between those excepted portions and Guilford Terrace.

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ST MARYS COLLEGE, WELLINGTON

WORKS TO BE CARRIED OUT BY THE PROPRIETOR IN RELATION TO THE INTEGRATED SCHOOL

THIRD SCHEDULE

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


SITE	2/3/83	31/3/84	31/3/85	31/3/86	31/3/87	31/3/88
<u>Sealed and Hard Surface areas</u>						
Upgrade and make good all sealed areas, driveways and paths to education department requirements following redevelopment of the school				x		
Reseal cracked surface of seal adjacent to incinerator				x		
<u>Grounds</u>						
Upgrade area north of upper tennis courts to education department requirements						
Spray all weeds around buildings, tennis courts etc		x				
Trim or remove large trees adjacent to Blocks A and G		x				
<u>Fences and Boundaries</u>						
Provide boundary fences and upgrade existing fences to education department requirements		x				
Replace backing wire and re-tie mesh to fencing surrounding upper tennis courts		x				
Replace tie wires and clips and provide additional wires to make mesh more secure around lower tennis courts and fence north of Block G		x				
<u>Tennis Courts</u>						
Patch seal upper courts where lifting and cracked including area south of Block E		x				

SITE	2/3/83	31/3/84	31/3/85	31/3/86	31/3/87	31/3/88
<p><i>EW</i> <i>M. P.</i></p> <p><u>Tennis Courts (continued)</u></p> <p>Reseal whole area</p> <p>Patch rough areas of lower courts</p> <p><u>Incinerator</u></p> <p>Replace with an approved type of incinerator</p>		x			x	
<p><u>BLOCK A</u></p> <p>Demolish Block A</p> <p>Strengthen hall and upgrade to MWD and state school standards</p>		x				
<p><u>BLOCKS B AND C</u></p> <p>Investigate and remedy cause of cracking of wired glass panels in aluminium skylights</p> <p>Clean down and revarnish all doors</p> <p>Repaint roof of Block B</p> <p>Refix any loose or lifting edges of Butynol roofing or flashings</p> <p>Remove rust from hose reel cabinet east wall of Block B and paint</p> <p>Flash boiler flue at intersection of wall of Block B</p>		x x x x x x x		x		
<p><u>Interior</u></p> <p>Reglue lifting carpet tiles in all areas</p>		x				
<p><u>BLOCK G</u></p> <p><u>Exterior</u></p> <p>Repair leaking spouting</p> <p>Seal walls and high level windows to prevent ingress of water</p> <p>Repaint all exterior painted surfaces including roof and handrails to steps</p>		x x				x

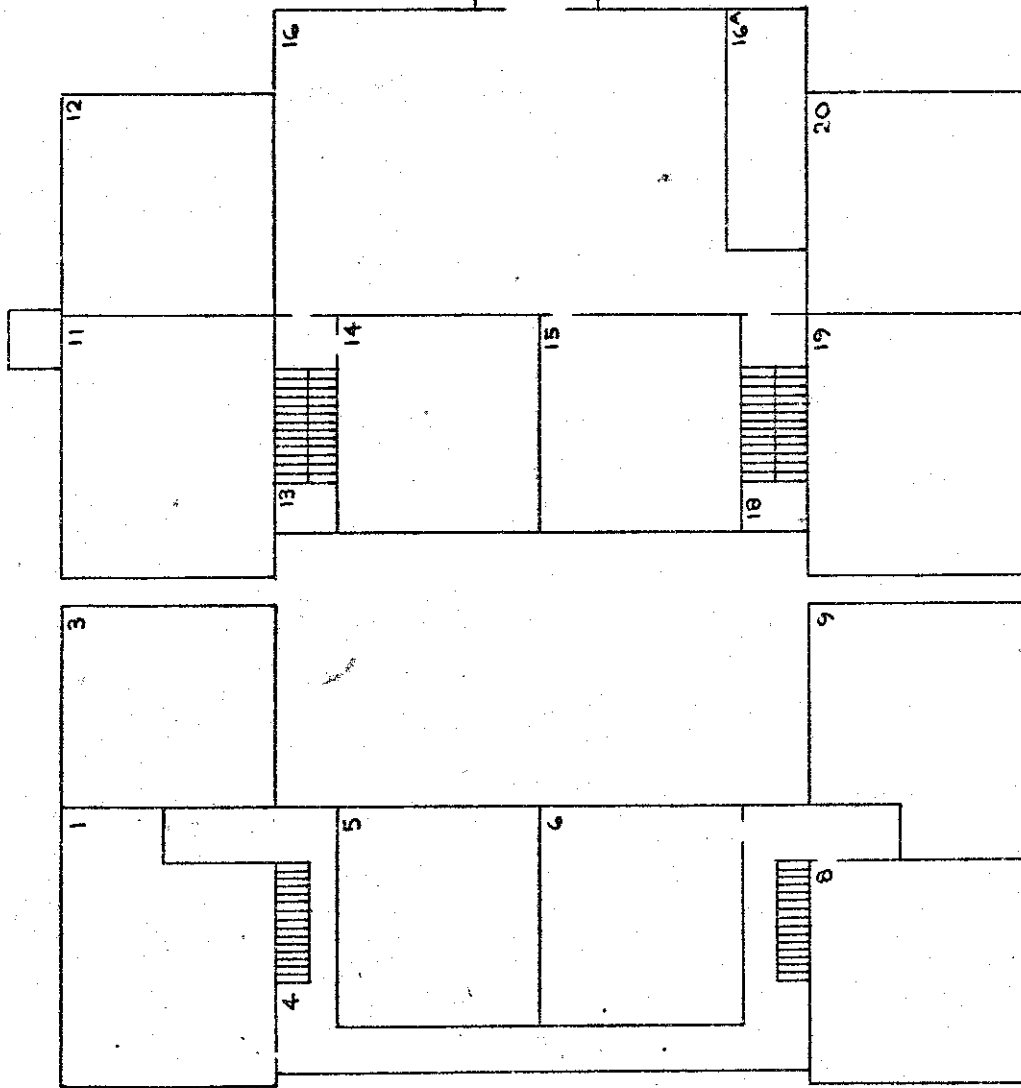
		2/3/83	31/3/84	31/3/85	31/3/86	31/3/87	31/3/88
BLOCK G (continued)							
<u>Interior</u>							
Area 1							
Scuff and reseal floor			x				
Refix to backing boards to netball goals			x				
Resecure heaters and install suitable guards			x				
Refix boards at base of windows along north wall			x				
Replace door between areas 1 and 2			x				
Remove loose or flaking paint from walls following external sealing for ingress of water, repaint and revarnish				x			
Area 2							
Replace damaged lockset with latch set and replace missing glazing beads on door at bottom of stairs on south side			x				
Repaint and revarnish				x			
Area 3							
Replace shower cubicle partitions and provide better type of pedestals			x				
Replace missing clashing strips and repair damaged formica to cubicle doors etc			x				
Ease cubicle door locking bolts			x				
Area 4							
Cover exposed electrical wiring			x				
Area 5							
Provide protective barrier around pit where hot water cylinder is installed			x				
Remove boxing and fill in recess in floor			x				
BLOCK J							
Upgrade kiln shed to education department standards			x				
Paint all exterior woodwork and roof			x				
Move switches and control gear to an accessible position near entrance door			x				
Remove shelving from entrance door			x				
Line ceiling with non-combustible material			x				
Provide ventilation			x				
Provide double outward opening doors			x				

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BUILDINGS REQUIREMENTS	2/3/83	31/3/84	31/3/85	31/3/86	31/3/87	31/3/88
<i>M. M. P.</i> <i>EBW</i> Provide undefined specialist room of 84m ²						
FIRE PROTECTION						
Install manual fail safe fire alarm system throughout school buildings		x		x		

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BLOCK A FIRST FLOOR		
ROOM	AREA	
1 CLASSROOM	67.75m ²	
3 CLASSROOM	57.76m ²	
4 CORRIDOR		
5 CLASSROOM	57.76m ²	
6 CLASSROOM	57.76m ²	
8 CLASSROOM	57.76m ²	
9 CLASSROOM	67.75m ²	



BLOCK A GROUND FLOOR		
ROOM	AREA	
11 LABORATORY	75.56m ²	
12 CLASSROOM	57.76m ²	
13 STAIRS		
14 CLASSROOM	57.76m ²	
15 CLASSROOM	57.76m ²	
16 ASSEMBLY HALL	220.32m ²	
16A STAGE		
17 FOYER		
18 STAIRS		
19 CLASSROOM	75.56m ²	
20 CLASSROOM	57.76m ²	

-24-

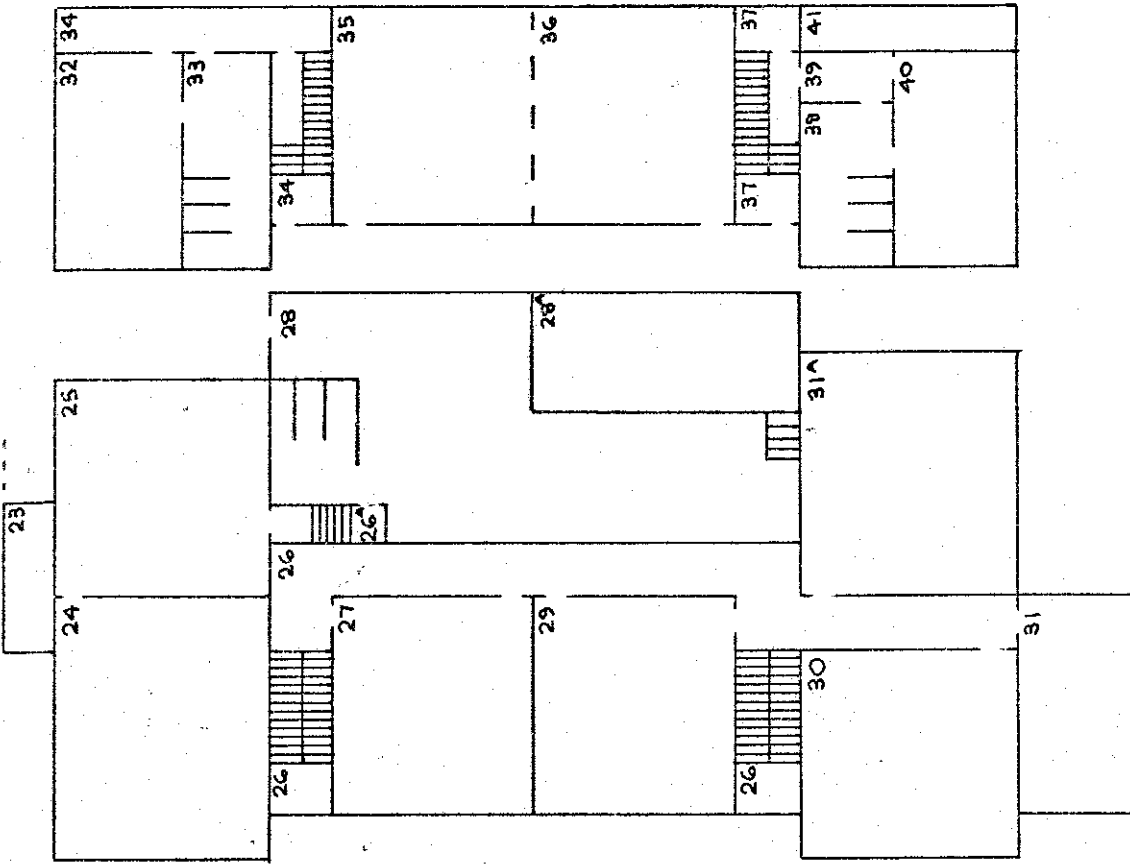
DEPARTMENT OF EDUCATION
 buildings division: integration of private schools
 School: ST MARY'S COLLEGE, WELLINGTON

Drawing No:	EIS 041 02	Scale:	1:300
Date:	25 JULY 1978	SHEET 2 OF 6 SHEETS	
Revision	10 MARCH 1980	Drawn: <i>des</i>	

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BLOCK A BASEMENT

ROOM	AREA
23 PREP. ROOM	75.56m ²
24 LABORATORY	57.76m ²
25 TEMP. LIBRARY	57.76m ²
26 STAIRS, CORRIDOR	
26A STAIRS	57.76m ²
27 CLASSROOM	
28 LOCKERS, TOILETS	
28A TUCK SHOP	57.76m ²
29 CLASSROOM	57.76m ²
30 CLASSROOM	57.76m ²
31 TOILET	
31A STORAGE	59.6m ²



BLOCK A SUB-BASEMENT

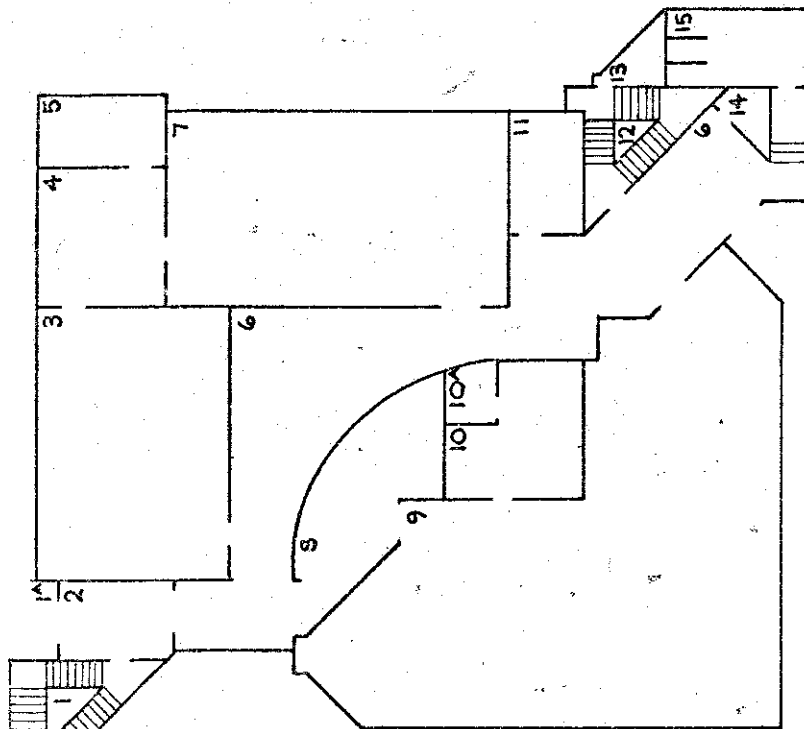
ROOM	AREA
32 ART	32.34m ²
33 TOILETS	
34 STAIRS, CORRIDOR	
35 } TYPING	115.52m ²
36 } STAIRS	
38 TOILET	
39	
40 SENIOR TYPING	32.34m ²
41 ?	

DEPARTMENT OF EDUCATION

buildings division: integration of private schools

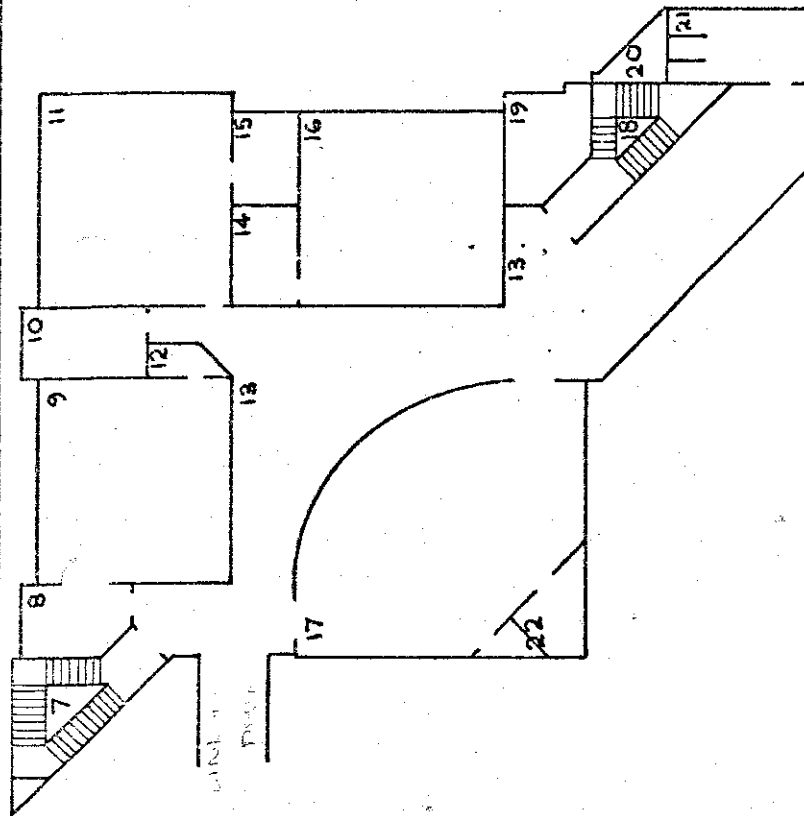
School: ST MARY'S COLLEGE, WELLINGTON

Drawing No:	E15 041 03	Scale:	1 : 300
Date:	25 JULY 1978		
Revision	11 MARCH 1980		
		SHEET 3 OF 6 SHEETS	
		Drawn:	adg



BLOCK C GROUND FLOOR
ROOM AREA

ROOM	AREA
1 STAIRS	
1A ENTRY	
2 FOYER	
3 PHYSICS/CHEM. LAB.	77.7m ²
4 BIOLOGY PREP.	24.96m ²
5 STORE	12.0m ²
6 CORRIDOR	
7 BIOLOGY LAB.	97.5m ²
8 LOBBY	
9 LIBRARY	197m ²
10 WORKROOM	27.56m ²
10A COATS	
11 H.O.D.	13.5m ²
12 STAIRS	
13 SERVICE	
14 CLEANER	
15 TOILET	



BLOCK C FIRST FLOOR
ROOM AREA

ROOM	AREA
7 STAIRS	11.0m ²
8 H.O.D.	60.0m ²
9 CLASSROOM	11.25m ²
10 H.O.D.	57.6m ²
11 CLASSROOM	4.16m ²
12 STORE	
13 LOCKERS CORRIDOR	9.3m ²
14 WORKROOM	9.3m ²
15 WORKROOM	56.16m ²
16 CLASSROOM	104.41m ²
17 AUDIO VISUAL	
18 STAIRS	
19 H.O.D.	11.0m ²
20 TOILET	
21 STORE	
22 STORE	

DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School ST MARY'S COLLEGE, WELLINGTON

Drawing No:

EIS 041 04

Scale:

1:300

Date:

26 JULY 1978

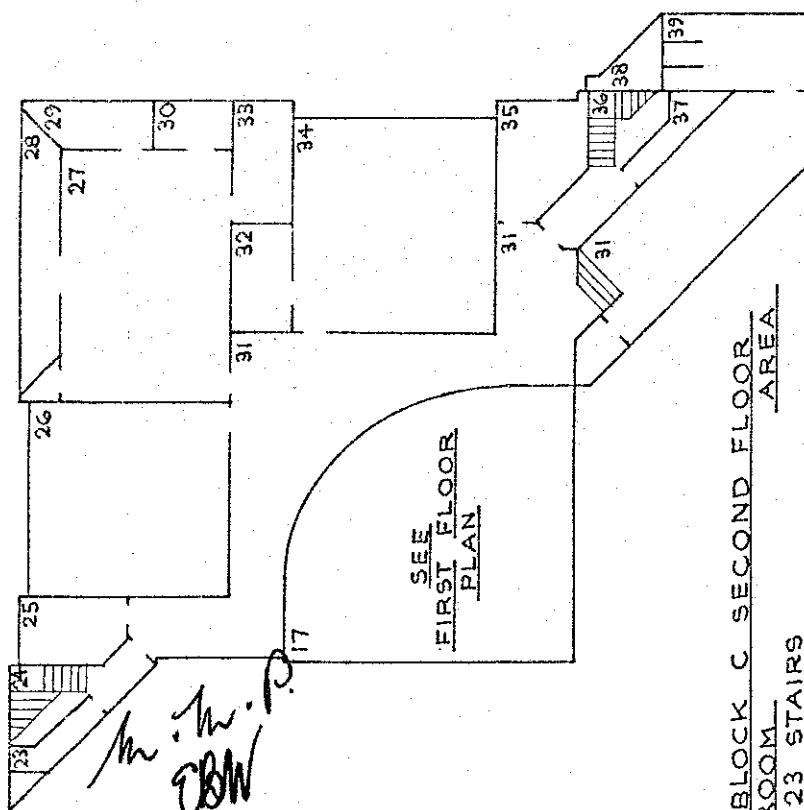
SHEET 4 OF
6 SHEETS

Revision

11 MARCH 1980

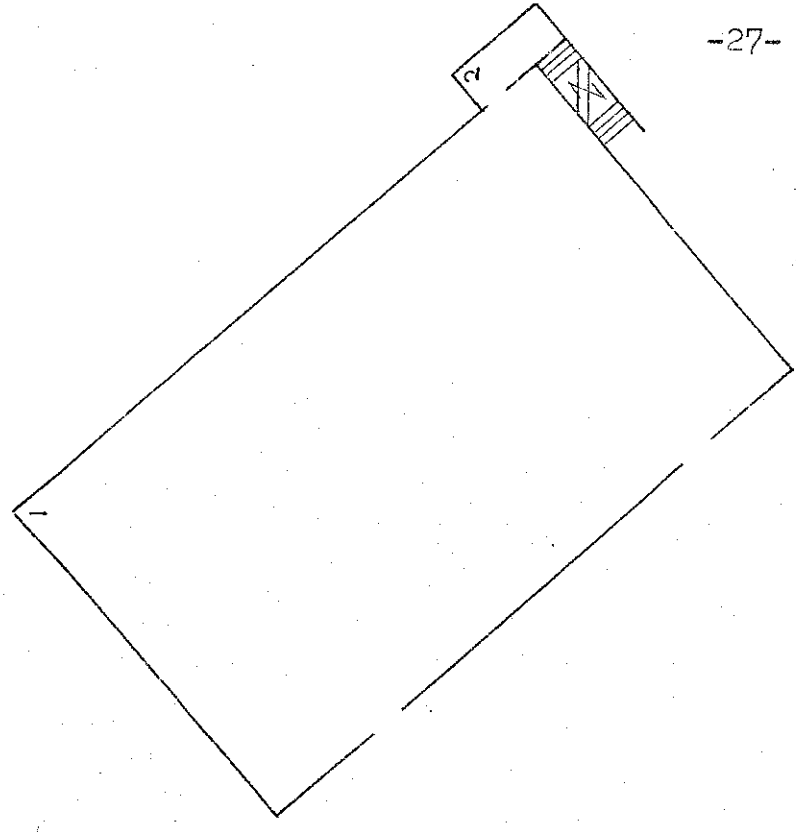
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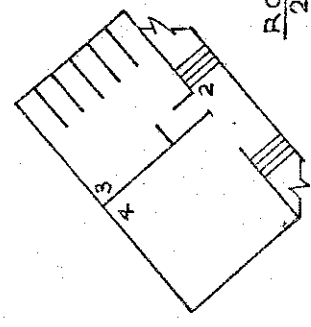
BLOCK C SECOND FLOOR AREA

ROOM	AREA
23 STAIRS	11.0m ²
24 STAIRS	57.75m ²
25 H.O.D.	59.8m ²
26 CLASSROOM	15.0m ²
27 COMMON ROOM	5.5m ²
28 PORCH	5.5m ²
29 STORE	5.5m ²
30 KITCHEN	9.5m ²
31 CORRIDOR, LOCKERS	9.5m ²
32 WORKROOM	60.0m ²
33 WORKROOM	12.0m ²
34 CLASSROOM	
35 H.O.D.	
36 STAIRS	
37 STAIRS	
38 TANKS	
39 TOILETS	



BLOCK G GROUND FLOOR AREA

ROOM	AREA
1 GYMNASIUM	432.0m ²
2 STAIRS	



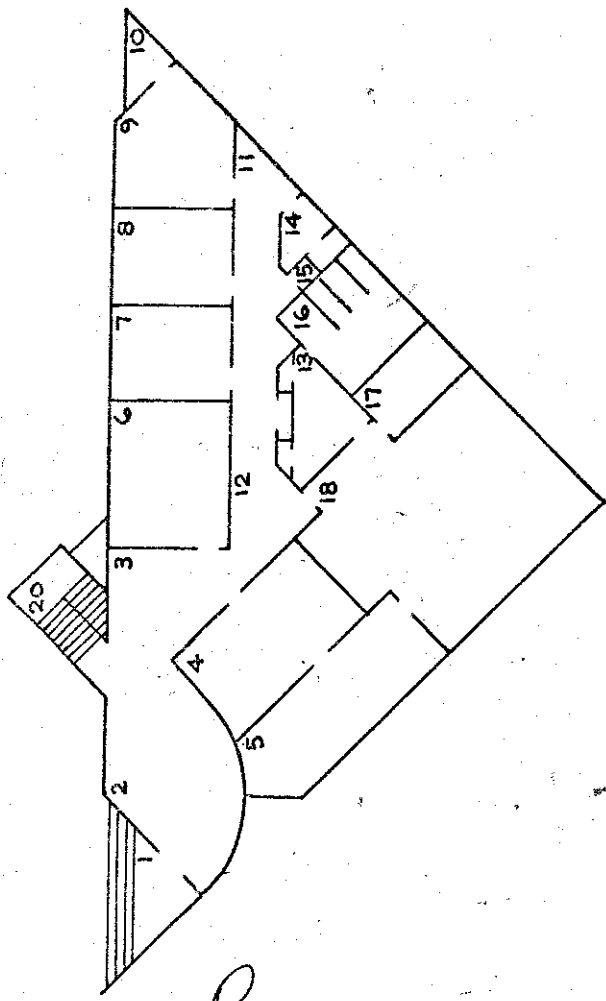
BLOCK G BASEMENT AREA

ROOM	AREA
2 STAIRS	27.3m ²
3 CHANGING	27.3m ²
4 STORE	

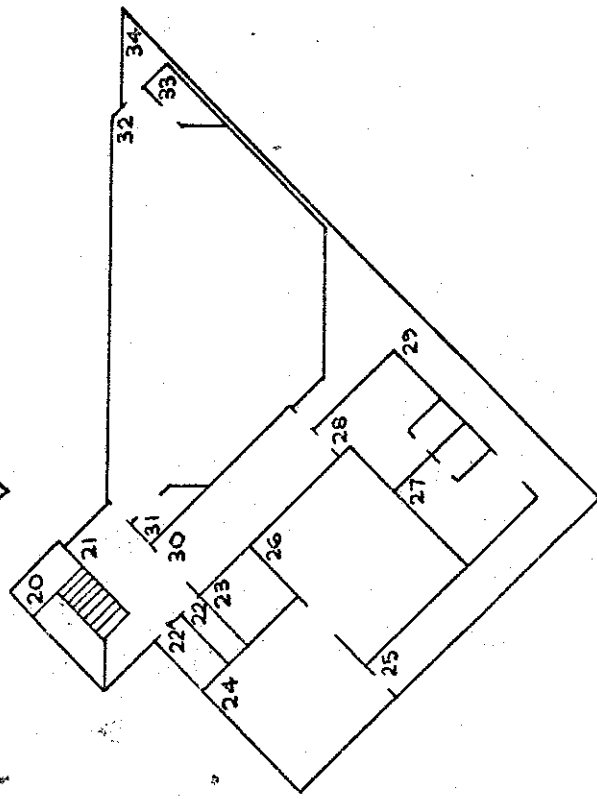
DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: ST MARY'S COLLEGE, WELLINGTON

Drawing No:	EIS 041 05	Scale:	1:300
Date:	27 JULY 1978		
Revision			
Drawn:	11 MARCH 1980		
	10/15/82		
		SHEET 5 OF 6 SHEETS	
		Drawn:	les

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BLOCK B LEVEL TWO		
ROOM		AREA
1	PORCH	
2	FOYER	51.5m ²
3	WAITING }	
4	GEN. OFFICE	26.0m ²
5	STATIONERY, DUPLICATING	32.0m ²
6	PRINCIPAL	22.4m ²
7	INTERVIEW	14.8m ²
8	DEP. PRINCIPAL	14.8m ²
9	STUDY	18.58m ²
10	BALCONY	
11	PASSAGE	
12	PASSAGE	
13	CLOAKS	7.2m ²
14	MEN'S TOILET	
15	CLEANER	
16	WOMEN'S TOILETS	
17	KITCHEN	10.0m ²
18	STAFFROOM	72.63m ²
20	STAIRS	



BLOCK B LEVEL ONE		
ROOM		AREA
21	FOYER	
22	STORE	2.43m ²
23	STATIONERY	7.02m ²
24	BOILER	
25	VERANDAH	33.92m ²
26	BOOKSTORE	14.82m ²
27	CARETAKER	14.82m ²
28	SICK ROOM	
29	VERANDAH	
30	PASSAGE	
31	CUPBOARD	
32	MUSIC ROOM	73.95m ²
33	CUPBOARD	
34	PORCH	
22^	SWITCH ROOM	

DEPARTMENT OF EDUCATION
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Revision	11 MARCH 1980

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 (1) Grand Piano - Steinway
One (1) Grand Piano - Chappell
One (1) carved settle
Two (2) antique chairs
One (1) antique grandfather clock
One (1) small carved Maori canoe
One (1) pair antique Grecian vases (ornamental)
One (1) pair pewter vases

Oil Paintings by J. B. Lynch:

Bushwalk
Trinity
M. C. McAuley
Serenity
Maori Christ
Dark Symphony
Resurrection
Archbishop McKeefrey
Pope John XXIII
Holy Thursday
St. Mary's College
Ye Old Shades
Face of Christ
The Wharf
Christ
Reflections

M. M. P.
EBW



Painting by D. Lynch - Mushrooms

Painting - Sassaferato fecit - The Rosary

3 pen sketches of Boarding School by D. McKenna

Epidiascope GE Model 235801 (in art room)

Crucifix in Hall

Statues:

Mary (over fireplace in Hall)

Marble statue of Mary - Entrance Hall

Mary - Ground Floor McAuley Block

Sacred Heart - Top floor

St. Joseph - in outside niche

M. M. P.
EBW

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FIFTH SCHEDULE

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

St. Mary's College, Wellington, is on the site of St. Mary's School for Girls opened and blessed by Bishop Viard in 1850. The land on which it was built was the gift of the Honourable Henry Petre. The school was attended by children of all denominations. When boarding accommodation was added in 1852, pupils came from as far away as Otago. In 1861 the Sisters of Mercy from Auckland took over the school and in 1878 a new school and accommodation for boarders were erected to meet the requirements of a growing population. For fifty years this school was a centre of education in Wellington. St. Mary's Convent School was registered as a College in 1926.

The aim of the Sisters of Mercy in the education of the girls at St. Mary's College is to co-operate with parents in assisting their daughters to develop as Christian persons living a mature life of faith, trust and love. In a community environment permeated by the spirit of the Gospel the staff encourage the girls to grow in the knowledge of the revelation of Christ in whom human culture and achievement find completion and fulfilment; to learn to adore the Father in spirit and in truth especially through liturgical worship and daily prayer; and to build their lives on a firm foundation of moral virtue so that they may exercise maturity of judgment, freedom and responsibility of choice, and an openness to truth wherever it is to be found. The staff work to discover the ideals, hopes and aspirations of the girls; to assist them in their search for their true vocation in life and to make the best use of their abilities. Above all the girls are invited to see the part they can play in establishing Christ's rule of justice and peace in society with respect for the dignity of all persons.

The Sisters of Mercy conduct St. Catherine's College, Kilbirnie, and offer staff to St. Peter's College, Palmerston North. St. Mary'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