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**NOVATION OF INTEGRATION AGREEMENT**  
**St Mary's College Wellington**

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DEED dated the 30<sup>th</sup> day of *September* 2011

**PARTIES**

**MCAULEY TRUST ("Retiring Proprietor")**

**ST MARY'S COLLEGE WELLINGTON LIMITED ("New Proprietor")**

**HER MAJESTY THE QUEEN acting by and through the MINISTER OF  
EDUCATION ("Minister of Education")**

**INTRODUCTION**

- A. Sisters of Mercy (Wellington) Trust Board ("**Original Proprietor**") and the Minister of Education established St Mary's College Wellington ("**School**") as an integrated school by deed of agreement dated 1 March 1983, as varied by supplementary agreements, ("**Integration Agreement**") pursuant to section 7(2) of the Private Schools Conditional Integration Act 1975 ("**Integration Act**").
- B. The Original Proprietor, the Retiring Proprietor and the Minister of Education signed a Deed of Novation of the Integration Agreement for the School dated 25 August 2008 whereby the Retiring Proprietor was substituted for the Original Proprietor under the Integration Agreement as if the Retiring Proprietor had been an original party as proprietor under the Integration Agreement.
- C. The Retiring Proprietor has restructured the ownership of the School subject to the approval of the Minister of Education under the Integration Agreement on the following basis:
- (i) The New Proprietor to be the proprietor of the School as the Lessee of the School Premises pursuant to a lease from the Retiring Proprietor as Lessor.
  - (ii) Sisters of Mercy Ministries New Zealand Trust (21307517) incorporated under the Charitable Trusts Act 1957 is the sole shareholder of the New Proprietor.
- D. The Retiring Proprietor and the New Proprietor, with the approval of the Minister of Education, now wish to give effect to the change of proprietor by novation of the Integration Agreement.
- E. The Minister of Education is satisfied that the New Proprietor is capable of discharging the responsibilities of the proprietor under the Integration Agreement and Integration Act, including responsibility for supervising, maintaining and preserving the education with a special character provided by the School, as defined in the Integration Agreement.

## **OPERATIVE PROVISIONS**

With effect on and from the Effective Date specified in **clause 6.1**:

### **1. NOVATION OF INTEGRATION AGREEMENT**

1.1 The New Proprietor is substituted for the Retiring Proprietor under the Integration Agreement as if the New Proprietor had been an original party as proprietor under the Integration Agreement.

1.2 All references in the Integration Agreement to the Original Proprietor or the Retiring Proprietor in any capacity shall be read and applied as if they were references to the New Proprietor.

### **2. RELEASE OF RETIRING PROPRIETOR**

2.1 The Retiring Proprietor is released from all obligations, duties and responsibilities as proprietor under the Integration Agreement with effect on and from the Effective Date specified in **clause 6.1**.

### **3. ASSUMPTION OF RIGHTS AND OBLIGATIONS BY NEW PROPRIETOR**

3.1 The New Proprietor assumes all the obligations, duties and responsibilities of the Retiring Proprietor and has all the rights and benefits of the Retiring Proprietor under the Integration Agreement and as prescribed under the Integration Act.

3.2 The New Proprietor is responsible for all outstanding obligations, including obligations arising from any acts or omissions by the Retiring Proprietor in breach of the provisions of the Integration Agreement or Integration Act, as if such obligations, acts or omissions were those of the New Proprietor.

### **4. TRANSFER OF RETIRING PROPRIETOR'S INTEREST**

4.1 The New Proprietor will, within three months from the Effective Date, procure the transfer or assignment of such rights, interests or entitlements of the Retiring Proprietor relating to the School property that are necessary to enable the New Proprietor to fulfil its duties, obligations and responsibilities under the Integration Agreement and the Integration Act as a consequence of the novation.

4.2 The Retiring Proprietor will execute any documents or other instruments for the transfer or assignment of such rights, interests or entitlements that are reasonably required by the New Proprietor for the purpose of compliance with **clause 4.1**.

### **5. MINISTER'S APPROVAL TO NOVATION**

5.1 The Minister of Education approves the novation of the Integration Agreement for the School, subject to the Retiring Proprietor and New Proprietor complying fully with the provisions of **clause 4**.

**6. EFFECTIVE DATE**

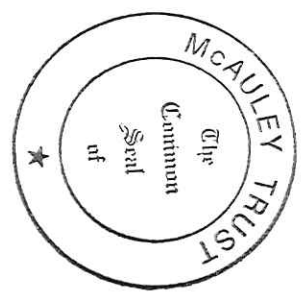
6.1 The effective date of novation is the date on which this deed is signed by all parties ("**Effective Date**").

**7. CONFIRMATION OF INTEGRATION AGREEMENT**

7.1 The Integration Agreement is amended by the substitution of the New Proprietor for the Retiring Proprietor by reason of novation but is confirmed in all other respects.

**SIGNED AS A DEED**

**THE COMMON SEAL OF MCAULEY TRUST** as the Retiring Proprietor was affixed in the presence of:



*A.P. Campbell*  
Signature of trustee

*H.H.R. Cadogan*  
Signature of trustee

Signed by **ST MARY'S COLLEGE WELLINGTON LIMITED** as the New Proprietor by two Directors:

*Susan J. France*  
Signature of director

*Donna M M'Donnell*  
Signature of director

*Susan Jayne France*  
Name of director

*LOKANE M M'ACTHUR*  
Name of director

**SIGNED** for and on behalf of **HER MAJESTY THE QUEEN** by the **HON ANNE TOLLEY**, Minister of Education, in the presence of:

*[Signature]*  
**Hon Anne Tolley**

*[Signature]*  
Signature of witness

*Monique Lepine*  
Name of witness

*Private Secretary*  
Occupation

*Wellington*  
City/town of residence