

THIS DEED is made the *28th* day of *January* 1991

BETWEEN HUTT VALLEY PRESBYTERIAN COLLEGE FOR GIRLS INCORPORATED
("the Proprietor") an incorporated society registered under
the Incorporated Societies Act 1908

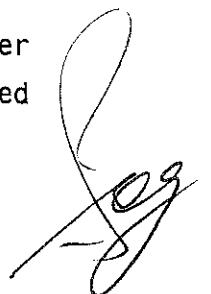
AND HER MAJESTY THE QUEEN acting by and through the Minister of
Education ("the Minister")

BACKGROUND

- A. The Proprietor is the owner of St Oran's College, Lower Hutt ("the School")
- B. The Minister and the Proprietor have agreed to the integration of the Proprietor's College known as St Oran's College ("the School") pursuant to Section 7(2) of the Private Schools Conditional Integration Act 1975 ("the Act").
- C. The School was founded and was established in 1958 and has operated as a day school for girls from Forms One to Seven offering education with a Special Character.

NOW THIS DEED WITNESSES AND IT IS AGREED BETWEEN THE PARTIES AS
FOLLOWS:

- 1. The Minister and the Proprietor agree that the School is to become an integrated Form One to Form Seven School pursuant to the Act.
- 2. The Proprietor is the owner of all the land described in the First Schedule hereto ("the Proprietor's land") and the improvements thereon. The School premises for the purposes of this Deed of Agreement are the land and improvements more particularly described in the Second Schedule and are hereinafter referred to as "the School premises".
- 3. The Proprietor agrees to set apart and appropriate as owner all of the School premises edged in red (The Integrated



School Premises) on the plan attached as in the Second Schedule, and all the chattels and assets associated with the School premises exclusively for the purposes of the School as an integrated School and further agrees that the controlling authority of the integrated School (the Board of Trustees, hereinafter called "the Board") shall have the exclusive right of possession and use of the School premises and all chattels and other assets associated with the integrated School.

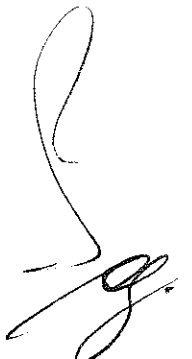
4. The integrated School premises and all chattels and other assets associated therewith shall be available for use by the Proprietor and the staff employed by the Proprietor shall have the right to the use of the integrated School premises and chattels in out of school time PROVIDED THAT the Proprietor shall contribute to the lighting, heating and cleaning costs according to such use.
5. The schools Special Character as hereinafter described, shall incorporate 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.
6. The Board shall either at the request of or with the consent of the Proprietor grant the use of the integrated School premises to other organisations for non School purposes. The Proprietor shall not unreasonably or arbitrarily withhold consent where the use is one which is not in conflict with the maintenance of the special character of the School. The Board may require payment of a reasonable fee by any such organisation as a condition of the use of such facility which fee shall be payable to the Proprietor.

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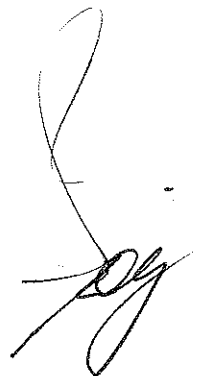
7. The Proprietor shall be responsible for all mortgages, liens and other charges upon the land and buildings.
8. The Proprietor shall plan, pay for, and execute the improvements described in the Third Schedule to the School premises, so as to bring the School buildings and associated facilities forming 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 shall be carried out in accordance with the dates specified against such improvements in the Schedule. The Proprietor shall upon completion of any improvements to electrical services described in the Third Schedule arrange for the local electrical supply authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976 or such other regulation as shall be in force in substitution for the same.
9. The Proprietor shall plan execute and pay for such capital works and associated facilities as may be approved or required from time to time by the Minister pursuant to section 40(2)(d) of the Act.
10. The Proprietor may own, control and maintain any lands buildings and associated facilities that, although not part of the integrated School, are regarded by the Proprietor as appropriate to maintain the special character of the School.
11. The Proprietor shall insure the buildings forming part of the School premises and the Proprietor's chattels (if any) 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.



12. Subject to Clauses 8 and 9 and any requirements placed on the Proprietor to carry out deferred maintenance set out in the attached schedules, the Minister after the effective date of this Agreement, shall maintain the land, buildings, chattels and associated facilities comprising the integrated premises as though the School were a State School.
13. The Proprietor, with the consent of the Minister, which consent shall not be unreasonably withheld, shall have the right to raise funds against the security of the School premises for the purposes of carrying out any additions and/or improvements to the School premises and any facilities associated therewith and for such purposes may charge mortgage or encumber the premises or any part thereof.
14. No person employed at the integrated School and paid for their services at the integrated School in whole or in part out of money appropriated by Parliament shall be paid by the Proprietor any remuneration additional to that provided for by the Act. No person employed at the integrated School and paid in whole or in part by money appropriated in Parliament 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 that a teacher to whom the provisions of section 71 of the Act apply shall continue to be paid no less than the same salary and be accorded the same status as he or she received or was accorded on the day before the effective date.
15. (a) The Special Character of the School is that it is a small School which has a historical and continuing association with the Presbyterian Church of New Zealand having been founded under the auspices of the Wellington Presbytery to provide for girls primarily from the Hutt Valley a sound and liberal education with the Protestant interpretation of the Christian faith as its base in a warm and secure extended Christian family environment.

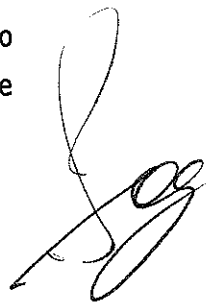


- (b) That is to say it is a Presbyterian Girls School in which the School community through the general School programme and its religious instructions, observances and ceremonies exercises the right to live and teach the Protestant interpretation of Christian values. These values are as expressed in the Holy Scriptures and in the practices, worship and doctrine of the Presbyterian Church. The values are further emphasised by the expectation of full participation by all pupils and their families in extra curricular activities both within and outside of school hours.
- (c) It is also true to say that the Special Character of the School has been enriched by its willingness since its establishment, and with the approval of the Wellington Presbytery, to consider applications for enrolment from girls who accept, and whose families accept that the education with a Special Character is based on Protestant Christian beliefs customary in the Presbyterian Church and who seek such a Christian based education in a girls only School not otherwise available to them in the Hutt Valley.
16. The Proprietor shall subject to the provisions of this agreement:-
- (a) Continue to have the responsibility to supervise the maintenance and preservation of education with a special character provided by the School.
- (b) Continue to have the right to determine from time to time what is necessary to preserve and safeguard the special character of the School as defined herein.
- (c) Invoke the powers conferred upon it by the Act should the Proprietor so determine if in the opinion of the Proprietor the special character of the School has been or is likely to be jeopardised or the education with such special character so provided is no longer preserved and safeguarded.



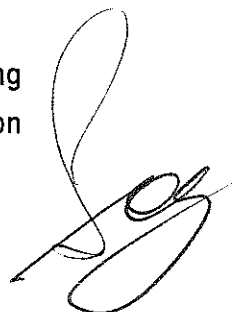
17. The Board shall be the controlling authority and shall be constituted pursuant to the Education Act 1989.
18. The School had a roll of 135 pupils in Forms One to Seven at the 1st day of July 1990 being the year in which the roll figures were last compiled. The predicted roll for the 1991 school year is 149 pupils. It is agreed that the maximum roll of the School shall be 160 in Forms One to Seven.
19. (a) A preference of enrolment at the School under Section 29(1) of the Integration Act shall be given to those pupils with parents who have established a particular or general connection with the special character of the School and the Board shall not give preference of enrolment to the parents of any child unless the Proprietor has confirmed that those parents have established a particular or general connection with the special character of the School to the satisfaction of representatives of the Wellington Presbytery of the Presbyterian Church.

(b) IN ACCORDANCE with Section 7(6)(h) of the Private Schools Conditional Integration Act 1975, unless the Proprietor and the Minister otherwise agree and subject to places being available the number of pupils whose parents do not have preference of enrolment at the School in accordance with the provisions of Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to 8 pupils that being five (5) per cent of the maximum roll of the School at the time of integration.
20. The Proprietor together with its servants, agents and licensees shall subject to the proviso of Section 40(2)(i) of the Act have at all reasonable times access to the integrated School to ensure that the special character of the School is being maintained and shall also have the similar access to enable it to exercise the powers and carry out the



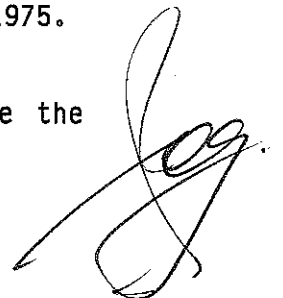
responsibilities vested in it and imposed on it by the Act and by this Agreement.

21. An advertisement for the position of Principal of the School may state that a willingness and ability to take part in religious instruction appropriate to the School shall be a condition of appointment. Such advertisement may also state that a willingness and ability to uphold the special character shall be a condition of the appointment.
22. There may be position at the School to be designated Director of Religious Studies in accordance with section 65(1)(b) of the Act which position shall be part of the normal staffing entitlement of the School as established by the Minister of Education. Any advertisement made for that position shall state that a willingness and ability to take part in Christian studies appropriate to the special character of the School be a condition of the appointment. Any person so appointed shall accept these requirements as a condition of appointment. The Director of Religious Studies shall give guidance and provide leadership in Christian studies and observances throughout the School.
23. The Board may appoint to the position of Director of Religious Studies at the School a person who shall undertake such teaching duties, if any, as may be required from time to time by the Principal of the School.
24. Christian Studies forms part of the education with a special character provided by the School and therefore the Proprietor, at its expense, may employ any person whether as a Chaplain or otherwise for duties relating to the instruction and the provisions of Section 69(2) and (3) of the Act shall apply.
25. The Proprietor of the School may designate 3 teaching positions at the School which in accordance with Section



65(1)(c) of the Act shall be positions of importance showing 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 shall accept these requirements as a condition of appointment.

26. The Proprietor of the School may either enter into agreements with the parents or other persons accepting responsibility for the education of pupils at the School provided as a condition of the enrolment and attendance of each pupil at the School that the parents or other persons shall pay attendance dues pursuant to the provisions of Section 36 of the Act.
27. 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 Secretary of Education without first obtaining the consent of the Secretary.
28. It is agreed that if the integrated School at the date of integration has more teachers than the staffing entitlement in a comparable state school then a teaching position shall be disestablished when a teacher appointed to that position in accordance with Section 71 of the Private Schools Conditional Integration Act 1975 leaves that position provided however that a position may not be disestablished where, in the opinion of the District Manager of the Ministry of Education, it is necessary to fill that position in order to provide tuition in those classes for secondary school pupils which a school is required to provide in accordance with the Education (Secondary Instruction) Regulations 1975.
29. The effective date of this Deed of Agreement shall be the *28th* day of *January* 1991.



30. 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 HUTT VALLEY)
PRESBYTERIAN COLLEGE FOR GIRLS)
INCORPORATED was hereunto)
affixed in the presence of:)



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.....
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.....

SIGNED by KEREHI WAIARIKI DICK GRACE)
pursuant to authority delegated)
by the Minister of Education acting)
on behalf of HER MAJESTY THE QUEEN)
in the presence of:)

[Handwritten signature: K.W.D. Grace]

*Judith Trenchard
Liaison officer
53 Grosvenor Tce
Wellington 5*

FIRST SCHEDULE

Description of total land, buildings and other improvements comprising the Proprietor's land of which the school premises form part.

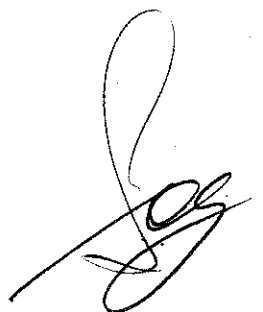
THE PROPRIETOR'S LAND

All that land, buildings and other improvements owned by the Hutt Valley Presbyterian College for Girls Incorporated more or less situate in High Street, Lower Hutt, and being particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto.

All that parcel of land containing 1.2773 hectares more or less situated in Lower Hutt City being part Section 35 Hutt District and being all the land in Certificate of Title Volume 23D Folio 82. (Wellington Registry)

SUBJECT TO

Mortgage to the National Bank of New Zealand

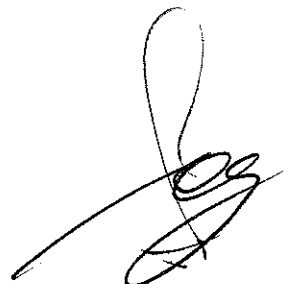
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SECOND SCHEDULE

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 those buildings more particularly delineated in blue on the annexed Plan hereto

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SCHOOL: ST ORAN'S COLLEGE, LOWER HUTT

SHEET: 1

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 Ministry of Education standards.

AGREED PHASING OF WORK TO BE COMPLETED BY:

	31.1.91	31.1.92	31.1.93	31.1.94	31.1.95	31.1.96
<p><u>Site</u></p> <p>Repair and/or replace boundary fences to Ministry of Education standards. Provide boundary fences to Ministry of Education standards, where fences are non-existent.</p>			X			
<p><u>Block A</u></p> <p><u>Structural</u></p> <p>Provide bracing in east wall (areas 15-19) to comply with NZS 3604. Strengthen or remove chimneys. Brace hot water cylinders.</p>		X				
<p><u>Electrical and mechanical</u></p> <p>Upgrade lighting in areas 1,2,6,7,9,11,16,18,19. Upgrade numbers and/or positions of socket outlets in areas 1,2,3,6,7,11,15,16,17,20. Carry out maintenance on all heaters. Install thermostats to heaters and adjust time clocks. Upgrade heating in all areas.</p>	X					

SCHOOL: ST ORAN'S COLLEGE, LOWER HUTT

SHEET: 2

THIRD SCHEDULE

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

These works are to be planned, executed and paid for by the proprietor subject to the provisions of this schedule in relation to the buildings and associated facilities to bring them up to the minimum standard for a comparable state school. All work is to be carried out by competent tradesmen or in a workmanlike manner to the Ministry of Education standards.

AGREED PHASING OF WORK TO BE COMPLETED BY:

	31.1.91	31.1.92	31.1.93	31.1.94	31.1.95	31.1.96
Tidy wiring in all areas to prevent trailing cables and stretched cords. Install a new distribution board, with 20% spare capacity, and conceal cabling or cover surface cable with removable cover. Install a new main switchboard, with 20% spare capacity and uprate cabling.	X		X			
<u>Fire Protection</u> Replace interior louvered windows between areas 9 and 11 with walls. Replace pinex lining to skylight shafts with plaster-board. Remodel skylights in area 9. Ensure all egress doors are fitted with locks able to be opened from inside without the use of keys. Install a 'fail safe' fire alarm system with sounders audible from all parts of the building, and additional call points as required.	X					
<u>General</u> Provide, at time of alterations, handicapped access in terms of NZS 4121. Repair spouting and guttering.	X					

SCHOOL: ST ORAN'S COLLEGE, LOWER HUTT

SHEET: 3

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

These works are to be planned, executed and paid for by the proprietor subject to the provisions of this schedule in relation to the buildings and associated facilities to bring them up to the minimum standard for a comparable state school. All work is to be carried out by competent tradesmen or in a workmanlike manner to the Ministry of Education standards.

THIRD SCHEDULE

AGREED PHASING OF WORK TO BE COMPLETED BY:

	31.1.91	31.1.92	31.1.93	31.1.94	31.1.95	31.1.96
Block B						
<u>Electrical</u>						
Upgrade number and/or position of socket outlets in areas 1, 2 and 10.		X				
Carry out maintenance on all heaters.		X				
Install thermostats to heaters and adjust.		X				
Remove trailing leads.		X				
Tidy all surface wiring and install removable covers.	X					
Permanently connect Zip in area 2.	X					
Install new distribution board with 20% spare capacity and conceal cabling or cover cabling with removable cover.					X	
<u>Fire Protection</u>						
Line areas 1 and 2 with 9 mm plasterboard.						
Provide alternative means of egress from areas 7, 8 & 9.		X				
Extend fire alarm system into block by provision of sounders and call points in areas 6 and 10.		X				
Install a 3.5 kg CO ₂ Fire Extinguisher in area 1.	X					
<u>General</u>						
Provide, at time of alterations, handicapped access to areas 1 and 2 in terms of NZS 4121.						
Repair spouting and guttering.		X				

SCHOOL: ST ORAN'S COLLEGE, LOWER HUTT

SHEET: 4

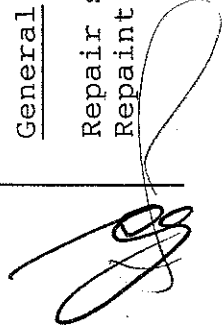
THIRD SCHEDULE

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

These works are to be planned, executed and paid for by the proprietor subject to the provisions of this schedule in relation to the buildings and associated facilities to bring them up to the minimum standard for a comparable state school. All work is to be carried out by competent tradesmen or in a workmanlike manner to the Ministry of Education standards.

AGREED PHASING OF WORK TO BE COMPLETED BY:

	31.1.91	31.1.92	31.1.93	31.1.94	31.1.95	31.1.96
<u>Block C</u>						
<u>Structural</u>		X				
Investigate and remedy cracks and openings in north wall (areas 7 and 8).		X				
<u>Electrical</u>						
Carry out maintenance on all heaters and adjust thermostats.		X				
Reposition angled batten holders close to bulkhead/ceiling of folding door in area 5.		X				
Replace present lights with surface mounted bulkhead luminaires in areas 7 and 8.		X				
Replace batten holder in area 6 with weatherproof bulkhead fitting.		X				
<u>Fire Protection</u>						
Relocate fire house reel to near main door.		X				
Extend fire alarm system into block by providing sounders and call points in area 2, 4 and 6.		X				
<u>General</u>						
Repair spouting and guttering.						
Repaint roof.		X				



SCHOOL: ST ORAN'S COLLEGE, LOWER HUTT

SHEET: 5

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 Ministry of Education standards.

AGREED PHASING OF WORK TO BE COMPLETED BY:

	31.1.91	31.1.92	31.1.93	31.1.94	31.1.95	31.1.96
<u>Block D</u>						
<u>Electrical</u>						
Replace broken blank plate below switchboard in area 2. Permanently fix panel heater in area 3.	X X					
<u>Fire Protection</u>						
Extend 'fail safe' fire alarm system into block by addition of sounders and call points in areas 1, 2 & 3. If gymnasium is to be licensed for public use emergency lighting in terms of NZS 1900, Chapter 5 will be required.		X				
<u>General</u>						
Repair or replace clearlite panels along south wall. Repair spouting and guttering. Repaint entire block, including roof.		X		X X		
<u>Block E</u>						
<u>Structural</u>						
Tie back north and south walls to adequate bracing or block columns. Provide bracing to comply with NZS 3604.		X X				

SCHOOL: ST ORAN'S COLLEGE, LOWER HUTT

SHEET: 6

THIRD SCHEDULE

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

These works are to be planned, executed and paid for by the proprietor subject to the provisions of this schedule in relation to the buildings and associated facilities to bring them up to the minimum standard for a comparable state school. All work is to be carried out by competent tradesmen or in a workmanlike manner to the Ministry of Education standards.

AGREED PHASING OF WORK TO BE COMPLETED BY:

	31.1.91	31.1.92	31.1.93	31.1.94	31.1.95	31.1.96
<u>Electrical</u>						
Provide adequate permanent heating.		X				
<u>Fire Protection</u>						
Extend 'fail safe' fire alarm system with call points and sounders.		X				
Provide a 5 kg powder extinguisher in area 3.	X					
Provide a fire hose reel to cover areas 1, 2, 3, 4, and 5.		X				
<u>General</u>						
Remove dangerous goods to correct storage.	X					
<u>Block H</u>						
<u>Electrical</u>						
Provide new surface mounted bulkhead luminaires.		X				
<u>General</u>						
Repair spoutings and guttering.		X				
Line out and paint and fit new door.		X				

SCHOOL: ST ORAN'S COLLEGE, LOWER HUTT

SHEET: 7

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

THIRD SCHEDULE

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AGREED PHASING OF WORK TO BE COMPLETED BY:						
	31.1.91	31.1.92	31.1.93	31.1.94	31.1.95	31.1.96
<u>Block I</u>						
<u>General</u>						
Repair spouting and guttering.		X				
<u>Building Requirements</u>						
Provide by new construction or remodelling the following:						
Library workroom						X
Music store						
Music practice rooms (2x7.5m ²)						
Gym store						
P.E. Changing room						
Instructors room (2x5.5m ²)						
Public Toilets						
Handicapped toilet						
Kitchen						
P.R. Office (2x9.5m ²)						
Staff Sickroom						
Art & Craft room						
Careers Office						