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THIS DEED OF AGREEMENT is made on the 28th day of
January One thousand nine hundred and eighty-five (1985)

BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF PALMERSTON NORTH a Corporation Sole (hereinafter with his successors referred to as "**the Proprietor**") of the first part

AND HER MAJESTY THE QUEEN acting by and through the Minister of Education (hereinafter referred to as "**the Minister**") of the second part

WHEREAS

- A. The Proprietor and the Minister pursuant to Section 7(2) of the Private Schools Conditional Integration Act 1975 signed a Deed of Agreement dated the 28th day of September 1982 (hereinafter referred to as "**the original Deed of Agreement**") whereby Marist Brothers School, Napier, was established as an integrated school.
- B. The Proprietor and the Minister pursuant to Section 7(2) of the Private Schools Conditional Integration Act 1975 signed a Deed of Agreement dated the 14th day of September 1982 establishing St. Patrick's School, Napier, as an integrated school.
- C. The Proprietor has with the approval of the Minister as from the effective date of this Deed agreed to transfer the pupils attending St. Patrick's School, Napier, to Marist Brothers' School, Napier.
- D. The Proprietor consequent upon the transfer of the pupils from St. Patrick's School, Napier, to Marist Brothers' School, Napier, has requested the Minister to close and disestablish St. Patrick's School, Napier, as an integrated school in terms of the Private Schools Conditional Integration Act 1975.
- E. The Minister has resolved following the request of the Proprietor to close and disestablish St. Patrick's School, Napier, as an integrated

school in terms of the Private Schools Conditional Integration Act 1975

- F. The Proprietor has with the approval of the Minister renamed Marist Brothers' School, Napier, as **St. Patrick's School**, Napier, (hereinafter in this Deed referred to as "**the School**")
- G. The Proprietor and the Minister are now agreed on the need to amend certain of the provisions of the original Deed of Agreement as amended by a Supplementary Agreement dated the 6th day of May 1984 pursuant to Section 7(9) of the Private Schools Conditional Integration Act 1975.

NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS HEREBY COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. THAT paragraphs A, B and C of the Preamble of the original Deed of Agreement be deleted from that Agreement and new paragraphs A, B and C be substituted therefor as follows :-

- "A. The Proprietor is the owner of the land and improvements described in the **First Schedule** of the original Deed of Agreement formerly known as Marist Brothers' School and now renamed by the Proprietor as "St. Patrick's School, Napier.
- B. The School is a Roman Catholic Primary School for boys and girls from new entrants to Form Two (2) offering Education with a Special Character.
- C. The original Schools were established in 1878 and 1859 and up to the effective date of integration were in part staffed by members of the Roman Catholic Religious Order of men known as the Marist Brothers of the

Schools and by members of the Roman Catholic Religious Order of women known as the Sisters of Our Lady of the Missions. The said Orders will continue after the 29th day of January 1985 to offer teaching staff to the School, so long as it has members available for that purpose.

2. THAT the words "and girls" be inserted after the words "for boys" in the second line in **Clause 5** of the original Deed of Agreement.

3. THAT the words "six (6)" in the first line in **clause 7(b)(ii)** of the original Deed of Agreement be deleted from that Agreement and that the words "eight (8)" be substituted therefor with effect from the 22nd day of April 1985.

4. THAT **Clause 8** of the original Deed of Agreement be deleted from that Agreement and a new **Clause 8** be substituted therefor as follows:-

"8. THE school formerly known as St. Patrick's School, Napier, which is being closed and disestablished by the Minister in terms of the Private Schools Conditional Integration Act 1975 had a roll of two hundred and eighty-six (286) pupils and the school formerly known as Marist Brothers School, Napier, had a roll of one hundred and forty-six (146) pupils as at the First (1st) day of July 1984, being the year when the roll figures respectively were last compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be four hundred and sixty (460) pupils."

5. THAT the words "nine (9)" in **clause 10(b)**, line eight, of the original Deed of Agreement be deleted from that Agreement and that the words "twenty-three (23)" be substituted therefor.

6. THAT the words "of responsibility" be inserted after the words "a position" in the first line of **Clause 15** of the original Deed of Agreement.

7. THAT a new clause, which shall be numbered **Clause 16(a)** be inserted after clause 16 of the original Deed of Agreement as follows :-

"16(a). THERE shall be a position at the School to be designated as Senior Teacher Junior Classes in accordance with Section 65(1)(d) of the Private Schools Conditional Integration Act 1975 and the Controlling Authority of the School in advertising the position of Senior Teacher Junior Classes 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 Senior Teacher Junior Classes shall accept these requirements as a condition of appointment **PROVIDED HOWEVER** that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position of Senior Teacher Junior Classes shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the Fourth Schedule hereto."

8. THAT the word "two (2)" in the first line of **Clause 17** of the original Deed of Agreement be deleted from that Agreement and the word "seven (7)" be substituted therefor.

9. THAT the words "the School is a Primary School for boys only from Standard Three (3) to Form Two (2)" in the first line of **Clause 22** of the original Deed of Agreement be deleted from that Agreement and the words "the School is a Primary School for boys and girls from new entrants to Form Two (2)" be substituted therefor.

10. THAT **Clause 25** of the original Deed of Agreement be deleted from that Agreement and two new clauses numbered 25 and 25(a) respectively be substituted therefor as follows:-.

"25. THE Proprietor agrees to ensure the availability of the school buildings and associated facilities situated at Barton Avenue, Napier, and formerly known as St. Patrick's School, Napier, for the use of the School until such time as the construction work is completed in accordance with the **Third Schedule** hereto.

25(a). THE Proprietor agrees to maintain the school buildings and associated facilities more particularly described in **clause 25** to a reasonable and safe standard during the period of their use by the School and the Minister and the Controlling Authority together with their servants and agents shall have at all reasonable times access to the said school buildings and associated facilities to ensure that the standard is maintained. The Controlling Authority shall be responsible for the running or operating costs associated with the use of the said school buildings and associated facilities in particular the power supply, water, sewerage, drainage and cleaning costs. Where such costs cannot be separated from the costs associated with any other buildings on the land the Proprietor and the Controlling Authority shall contribute to such costs according to their respective use of the services and facilities."

11. THAT the words "Marist Brothers School, Napier" in the **First Schedule** of the original Deed of Agreement be deleted from that Agreement and the words "St. Patrick's School, Napier" be substituted therefor.

12. THAT the **Second Schedule** and annexed site plan of the original Deed of Agreement be deleted from that Agreement and a new Second Schedule and annexed site plan substituted therefor as follows:-

"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 **RESERVING** to Blocks D and E on the non-integrated land more particularly delineated in blue on the said plan full rights of ingress and egress over the access thereto shaded yellow on the said plan from and to Riverbend Road, Napier, **FURTHER RESERVING** to Block B and Block C on the non-integrated land more particularly delineated in blue on the said plan full rights of ingress and egress between those non-integrated areas and Riverbend Road."

13. THAT the Third Schedule to the original Deed of Agreement as amended by supplementary agreement dated the 6th day of May 1984 be further amended by adding under the words "provide by new construction or remodelling" the following:

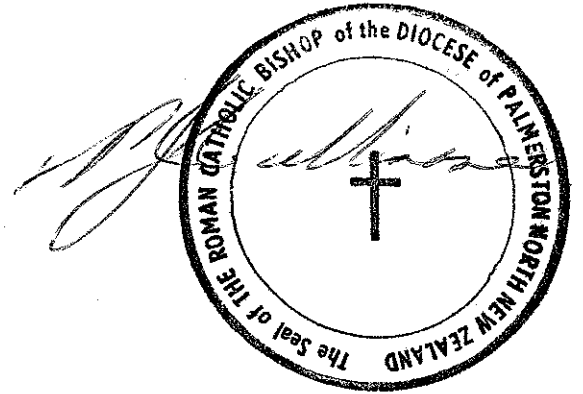
"teaching space 354 square metres, this item to be provided by 31st March 1986. Resource workroom 42 square metres, interview room 7 square metres, casualty/sickroom totalling 14 square metres, storage 28 square metres, these items to be provided by 31st March 1987."

14. THAT the covenants, conditions and restrictions contained and implied in the said original Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the said original Deed of Agreement is confirmed.



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

SIGNED by PETER JAMES CULLINANE,)
THE ROMAN CATHOLIC BISHOP OF)
THE DIOCESE OF PALMERSTON)
NORTH and sealed with his Seal of)
Office in the presence of:-)



A. Duggan
Private Secretary

SIGNED for and on behalf of HER)
MAJESTY THE QUEEN by CEDRIC)
RUSSELL MARSHALL Minister of)
Education in the presence of:-)

C Marshall

T.I. CARTER
PRIVATE SECRETARY
MINISTER OF EDUCATION
Parliament Bldg
Wellington

Chm