

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

BETWEEN THE SILVERSTREAM COLLEGE 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. Patrick's College, SILVERSTREAM**,
(hereinafter referred to as "**the School**")
- B The School is a Roman Catholic Secondary boarding and day school
for boys from Form Three (III) to Form Seven (VII) offering Education
with a Special Character.
- C The School was established in 1931 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 Society of
Mary (also known as the Marist Fathers).
- D The Society of Mary or Marist Fathers 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.
- E 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.

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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 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 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 Governors as a condition of such use.
- (iii) With the consent of the Proprietor, the Board of 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 Governors may require any such person or persons to pay a reasonable fee to the Board of Governors as a condition of such use.
- (iv) 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 (hereinafter referred to as **"the Proprietor's chattels"**).

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- (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 Proprietor's adjoining boarding establishment is not being integrated and accordingly the Proprietor shall be entitled to pay to persons employed at the School who accept secondary employment with the Proprietor fair and reasonable remuneration for boarding duties and/or work in respect of the boarding establishment. In the case of the Principal the 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 established by the Religious Order of Men known as the Society of Mary (also known as the Marist Fathers) 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 :-

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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;
- (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.

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- 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 six hundred and sixty-four (664) pupils as at the 1st day of March 1983, 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 six hundred and eighty (680) pupils of whom no more than three hundred and ten (310) shall be day 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.

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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-four (34) 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 Governors in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.
- (c) Boarders 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 enrolment as a boarder.
- (d) Wherever any difficulty arises related to enrolment at the school in terms of section 52 of the Private Schools

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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 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

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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.

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18. THE staffing entitlement of the School as at the 1st day of March one thousand nine hundred and eighty-two (1982) was thirty-one decimal five eight (31.58) positions (excluding the Principal and Director of Religious Studies) of which there shall be thirteen (13) 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 thirteen (13) is to thirty-one decimal five eight (31.58) as hereinbefore provided.

19. 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.

20. 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.

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21. 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.

22. 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.

23. 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.

24. THE School is a secondary boarding and day school for boys only 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.

25. 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

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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.

26. IT is acknowledged by and between the parties hereto pursuant to **clause 25** 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, those sealed areas shaded yellow on the plan annexed to the **Second Schedule** hereto, 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 25** 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.

27. THE Proprietor agrees to make available Blocks 8, 17, 18, 22, 38 and 39 more particularly delineated on the plan forming part of the **Second Schedule** hereto and the following areas of Blocks 1 and 2:-

7 Standard classrooms of	58m ² each
5 Large classrooms of	70m ² each
1 Drama room of	93m ²
2 General science laboratories of	81m ² each
1 Lecture room of	74m ²
4 Study rooms of	47m ² each
3 Advanced laboratories of (one to be biology)	84m ² each
1 Library including workroom of	175m ²

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Principal's office	(code: 19m ²)
Deputy Principal	(code: 11m ²)
Senior Master	(code: 11m ²)
Counsellor's office	(code: 12m ²)
HOD officers	(code: 9 x 7.5m ²)
Staff room	(code: 56m ²)
Staff kitchen	(code: 7m ²)
Staff rest room	(code: 4.5m ²)
Interview area	(code: 9.5m ²)
Office	(code: 19m ²)
Duplicating room	(code: 9.5m ²)
Timetable	(code: 14m ²)
Sickroom	(code: 9m ²)
Science technician	(code: 17m ²)
P.A.B.X.	
Bookroom	(code: 23m ²)
Bookstore	(code: 19m ²)
Dangerous Goods Store	(code: 9m ²)
Resource/storage/workroom	(code: 47m ²)
Maths workroom	(code: 14m ²)
Language store	(code: 9.5m ²)

for the use of the School until such time as the appropriate remodelling and reconstruction work required by the **Third Schedule** hereto is carried out.

28. THE Proprietor agrees to maintain those Blocks and Areas more specifically referred to 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 Blocks and Areas, in particular the power supply, water, sewerage, drainage and cleaning costs.

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29. THE Proprietor agrees to make available for the use of the School the following amenities situated in the Boarding establishment:-

- (a) A sick bay for boys which meets Department of Education requirements for a sick bay in a state school of comparable size
- (b) Additional toilet and shower facilities for female staff
- (c) Additional toilet and shower facilities for male staff.

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

31. 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.

32. IT is agreed by and between the parties hereto that the gymnasium (Block 19) is larger than a gymnasium which would be provided for in a state school of comparable size. It is therefore agreed that the Minister and the Controlling Authority shall not be responsible for any maintenance costs beyond those costs which would be incurred for a gymnasium in a state school of comparable size.

33. 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.

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34. 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.

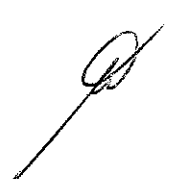
35. THE Minister shall subject to **clause 3(d) and (e), clause 28 and clause 32** of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State School and subject to **clause 3(b)(iv)** 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.

36. THE effective date of this Deed of Agreement shall be the 27th day of April One thousand nine hundred and eighty-three (1983)

37. 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.

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THE COMMON SEAL of THE)
SILVERSTREAM COLLEGE TRUST)
BOARD was hereunto affixed by and in)
the presence of:-)



W. H. Burton S.M. Trustee

B. G. O'Connor S.M. Trustee

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

Retired.
7a King's Rd.
Auckland S.

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 Silverstream College Trust Board more or less situate in Fergusson Drive, Silverstream, being known as **St. Patrick's College, Silverstream**, and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

FIRSTLY, all that parcel of land containing 331.1080 hectares more or less situate in Block IV Belmont Survey District and Block XIII Akatarawa Survey District being Lot 1 on Deposited Plan 49426 and being all that land in Certificate of Title Volume 22B Folio 444 (Wellington Registry)

SUBJECT TO:

1. Reservations as to coal gold and silver set out in K516880 (affects part only)
2. Section 59 Land Act 1948 (affects part only)
3. Compensation Certificate under section 17 of the Public Works Amendment Act 1948 (affects part only)
4. Mortgages to:-
 - (a) Government Insurance Commissioner (affects part only (No. 409885.1)
 - (b) Rural Banking and Finance Corporation (2 mortgages) No. 409885.2 and No. 378743.1
5. Easement Certificate under section 90A of the Land Transfer Act 1952 (subject to section 309(1)(a) of the Local Government Act 1974)
6. Lease 507182.1 to East Coast Permanent Trustees Limited

SECONDLY, all that parcel of land containing 57.3742 hectares more or less situate in Block IV Belmont Survey District being parts Sections 83 and 84 Hutt District and being all that land in Certificate of Title Volume 22B Folio 447 (Wellington Registry)

SUBJECT TO:

1. Gazette Notice declaring portion of No. 2 State Highway to be a limited access road
2. Compensation Certificate under Section 17 Public Works Amendment Act 1948.

THIRDLY, all that parcel of land referred to in Proclamation No. 2187 containing 1.6292 hectares more or less situate in Block IV of the Belmont Survey District and being the closed road adjoining or passing through Section 84 of the Hutt District and being all that land in Certificate of Title Volume 431 Folio 214 (Wellington Registry)

SUBJECT TO:

1. Proclamation 3671 taking part as a road
2. Gazette Notice declaring a portion of No. 2 State Highway to be a limited access road
3. Gazette Notice taking part for soil conservation and river control purposes
4. 2 mortgages to the Rural Banking and Finance Corporation (No. 409885.2) and No. 378743.1)
5. New Appellation whereby the balance of the land is known as Section 976 Hutt District.

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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 1, 2, 7, 13, 14, 21, 22, 25, 32, 38 and 39 more particularly delineated in blue on the annexed Plan hereto **TOGETHER WITH** a reservation in favour of those excepted portions of full rights of access inter se and of ingress and egress to and from those excepted portions over the accessways shaded yellow on the annexed Plan from and to State Highway No. 2, Upper Hutt **RESERVING NEVERTHELESS** to the Proprietor full rights of access to and from and use of those shared sealed areas shaded yellow on the annexed Plan hereto.

M.L.B.
B.G.O'K.

ST PATRICK'S COLLEGE, SILVERSTREAM

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 Department of Education standards.

AGREED PHASING OF WORK TO BE COMPLETED BY

	27.4.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
<u>SITE</u> Upgrade site, paths, roadway and fencing to education department standards when development completed Fill in drain, make good and grass Clean rust off wrought iron gates and railings, treat for rust and paint <u>Tennis Courts</u> Replace all rusted netting on perimeter of courts Resurface and paint volley ball boards <u>Exterior Seating</u> Repair seating and provide additional seating to code		x x				x x x
<u>BLOCK 6</u> <u>Exterior</u> Repaint exterior Replace malthoid roofing tiles with GC iron Paint new roof after weathering				x x x		
<u>BLOCK 19</u> <u>Exterior</u> Remove temporary sheet of ply from west wall and make good wall Make good fascia and soffitt on west wall Remove temporary ply sheeting from outside of area 110 and make good wall Clear blocked downpipe on east wall Repaint whole of block including roof		x x x x				x

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27.4.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK 29 Exterior Provide chemical store Replace broken and missing vents Replace spouting and downpipes Paint entrance door and fascia Straighten roof panels	x x x x x				
BLOCK 33 Exterior Fence pool in the interests of safety Provide seating to code	x x				
FURNITURE Provide teachers desks to state school standards	x				
BUILDING REQUIREMENTS Provide by new construction or remodelling:					
7 standard classrooms of 58m ²					
4 large classrooms of 70m ²					
1 drama room of 93m ²					
2 general science laboratories of 81m ²					
1 woodwork room of 158m ²					
1 metalwork room of 149m ²					
1 draughting room of 74m ²					
1 music room of 70m ²					
1 lecture room of 74m ²					
4 study rooms of 47m ²					
4 advanced laboratories of 84m ² (1 to be biology)					
1 library of 175m ² (includes workroom)					
1 resource room of 47m ²					
1 art and craft room of 105m ²					
1 AV/room of 112m ²					
1 common room of 112m ²					
1 auditorium of 401m ²					
1 maths workroom of 14m ²					
1 language store of 9.5m ²					
1 laboratory preparation rooms of 14m ²					
1 bulk chemistry store of 17m ²					
1 art and craft store of 21m ²					

M.M.B. B.G.P.

BUILDING REQUIREMENTS (contd)

- 1 project store of 19m²
 1 plan printing room of 7.5m²
 1 woodwork project room of 19m²
 1 timber store of 28m²
 1 metalwork project room of 14m²
 1 metal store of 10m²
 1 drama store of 19m²
 1 music resource room of 23m²
 1 music practice room of 7.5m²
 1 music practice room of 11m²
 1 resource store of 19m²
 1 chemistry preparation room of 11.5m²
 1 physics preparation room of 11.5m²
 1 equipment bay of 28m²
 1 outside physical education store of 19m²
 1 principal's office of 19m²
 1 deputy principal's office of 11m²
 1 senior master's office of 11m²
 6 HOD offices FIII-V of 7.5m²
 3 HOD offices FVI-VII of 7.5m²
 1 timetable room of 14m²
 1 science technician room of 17m²
 1 staffroom of 56m²
 1 staff kitchen of 7m²
 1 staff restroom of 4.5m²
 1 interview room of 9.5m²
 1 office of 19m²
 1 duplicating room of 9.5m²
 1 bookroom of 23m²
 1 bookstore of 19m²
 1 AV store of 14m²
 1 darkroom of 7.5m²
 1 sickroom of 9m²
 1 caretaker's room of 7m²
 1 dangerous goods store of 9m²
 1 resource/storage/workroom of 47m²
 1 maths workroom of 14m²
 1 language store of 9.5m²

x

27.4.83

31.3.84

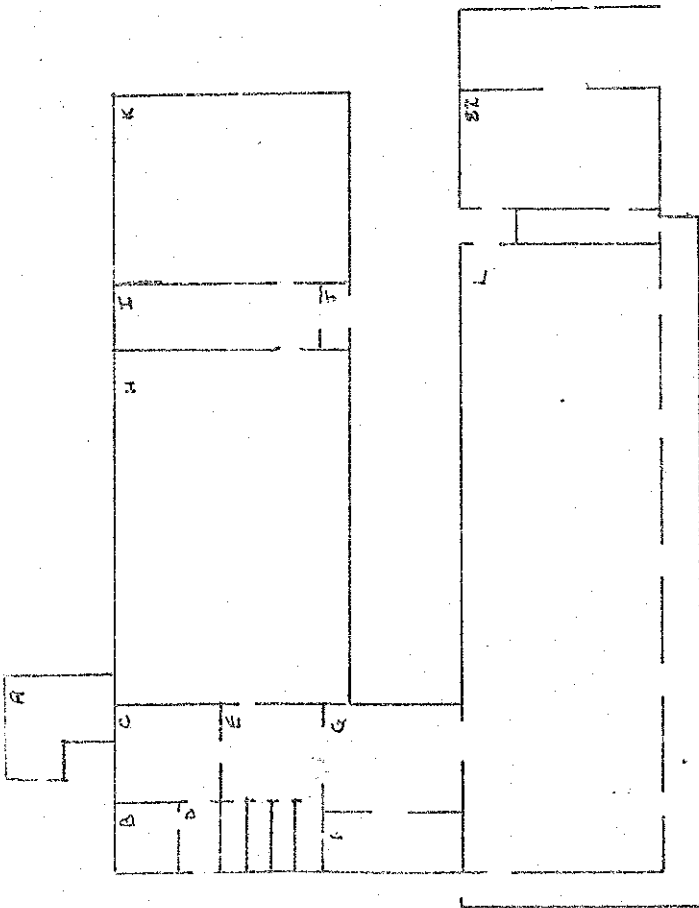
31.3.85

31.3.86

31.3.87

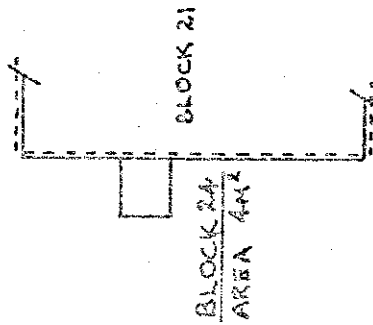
31.3.88

M.A.B. BJOE



PART BLOCK 6
ROOM AREA
82 TUCK SHOP 44m²

TOTAL AREA OF BLOCK 6 = 608.74m²

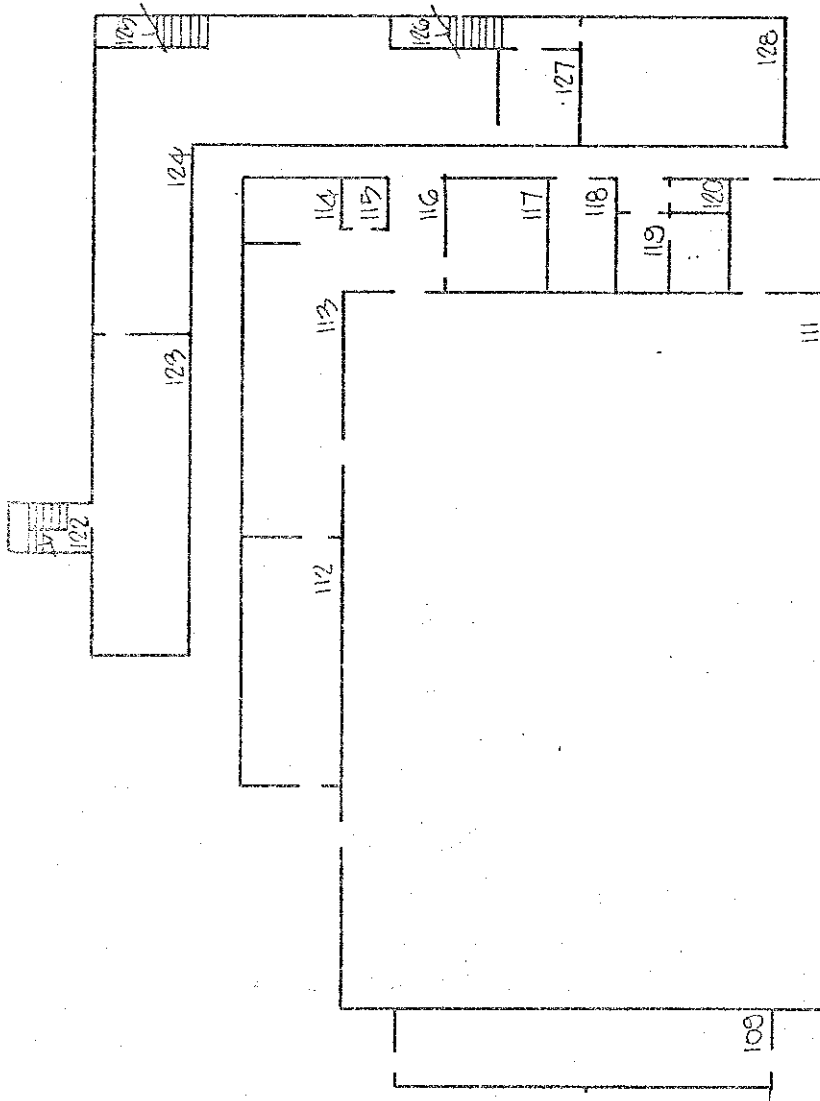


NON INTEGRATING

DEPARTMENT OF EDUCATION
buildings division: integration of private schools
School: ST. PATRICK'S COLLEGE, SILVERSTREAM

W.D.B. B902

Drawing No:	EIS 109 09	Scale:	1:300
Date:	7 MAY 1980	SHEET 3 OF 12 SHEETS	
Revision	28 JULY 1982	Drawn:	623



BLOCK 19 - GROUND FLOOR

109	SPORTS STORE	47m ²
111	GYMNASIUM	792m ²
112	SHOWER/CHANGE	38m ²
113	SHOWER/CHANGE	45.5m ²
114	URINAL	7.5m ²
115	WC	4m ²
116		
117	DRYING	18m ²
118	BOILER HOUSE	11.25m ²

TOTAL AREA - 776 m²

119	REFEREE CHANGE	12m ²
120	LADIES TOILET	25m ²
121	SHOWER CHANGE	36m ²

BLOCK 19 - FIRST FLOOR

122	STAIRS	
123	TABLE TENNIS	40.5m ²
124	COMMON ROOM	57m ²
125	STAIR	
126	STAIR	
127	OFFICE	10.5m ²
128	CLASSROOM	40m ²
TOTAL AREA - 215 m ²		

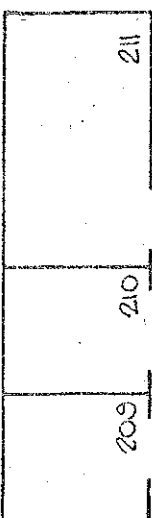
DEPARTMENT OF EDUCATION

buildings division: integration of private schools

School: ST. PATRICKS COLLEGE: SILVERSTREAM

Wdb Bjo'6

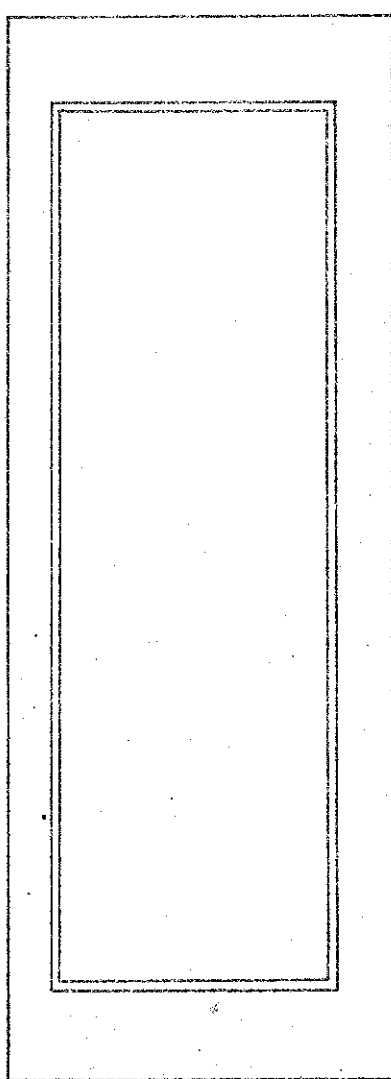
Drawing No:	Scale:
E15 109 13	1:300
Date:	Sheet 13 of 17
Feb. 83	
Revision:	Drawn: SHP (ADS)




BLOCK 20
TOTAL AREA - 120 m²

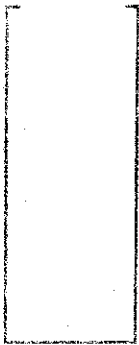
209	CARPENTER	30 m ²
210	PLUMBER	30 m ²
211	MOWERS	60 m ²

BLOCK 29
TOTAL AREA - 36 m²




BLOCK 33
POOL AREA - 630 m²

	
DEPARTMENT OF EDUCATION	
buildings division: integration of private schools	
School: ST. PATRICKS COLLEGE - SILVERSTREAM	
M.M.B. BJO'6	
Drawing No: EIS 100 15	Scale: 1:300
Date: Feb. 83	Sheet 15 of 17
Revision	Drawn: SHP (wds)



BLOCK 40
TOTAL AREA - 677m²

 DEPARTMENT OF EDUCATION buildings division: integration of private schools School: ST. PATRICKS COLLEGE: SILVERSTREAM M. D. K. B. G. 2016			Drawing No: E/S 108 17	Scale: 1:500
			Date: Feb, 83	Sheet 17 of 17
			Revision	Drawn: SHIP (WGS)

FOURTH SCHEDULE

All those chattels of the Proprietor which in terms of clause 3(b) (iv) 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:-

A. TROPHIES

The Father Gilbert Memorial Cup
The Emily Seymour Memorial Cup
The Lady Ward Cup for half-mile and one mile aggregate
The Garvey Kerwin Dixon Trophy for 440 yards Championship
The St. Patrick's College Grand Handicap Cup 1886
The St. Patrick's College Challenge Cup (J. J. Burke)
- 50 yards dash
Mrs. T. G. McCarthy Challenge Cup 1913 for Junior Aggregate
The J. E. Henry Challenge Cup 1913 for Swimming
College Challenge Cup presented by WFC 1887
Rugby Cup presented by WFC 1880s.
The John and Margaret Gallagher Memorial Cup for Oratory

B. MUSICAL INSTRUMENTS

1. Pianos

"Steinway" - Grand
"Yamaha" - Upright

2. Violins

(All violins have a case, bow and shoulder rest)

No. A - "Andreas Guarnierius fecit Cremona sub titulo Santa Teresia 1792"

No. B - "The McCarthy Reid Violin"

No. C - "Antonius Straduarius Cremonenti Faciebat Anno 1700"

M.H.B.
3/10/16

C. ART WORKS

1. Oil Paintings (framed)

- "Skipper" - DOUGLAS BADCOCK
"Woolshed and Farm Road" - DAVID ORANGE
"River Scene" - DAVID ORANGE
"River Scene" - P. A. BETHUNE
"Mountain Scene" - G. L. LAUGESON
"Last Light" - DARCY NICHOLAS
"The Edge of Te Kotuku's Walk" - DARCY NICHOLAS
"Rock of Reflection" - JOHN CRUMP
"Estuary and Cliffs" - D. R. NEILSON
"Barn and Trees" - S. J. HIGGS
"Awakino River" - BERNICE SMART
"Rural Scene" - W. S. WAUCHAP
"Lake Scene with Trees" - L. N. RITCHIE
"Drop Scene Wanganui River" - L. N. RITCHIE
"Castle Point" - D. R. NEILSON
"Boats by Stream" - D. R. NEILSON
"Estuary and Cliffs" (small) - D. R. NEILSON
"Still Life" - PETER McINTYRE
"On Ohakune Mountain Road, Mt. Ruapehu" - W. A. MacCORMICK
"King Country Bush" - W. A. MacCORMICK
"Takaka River Mouth - Nelson" - KENNETH TURNER
"Mountain and River" - JOHN RUNDLE
"Silverstream College" - WILLIAM PERRY
"Fantasy Flowers" - PAT FRY

2. Watercolours (framed)

- "Scene of Silverstream 1909" - O. AUBREY
"Yellow Tulips" - T. A. McCORMACK
"Mountain Scene" - L. N. RITCHIE
"North-westerly Breze - Morning" - T. A. McCORMACK
"Morning - Silverstream" - HENRI BASTINEE

M.H.B.
Bf01/8

3. Pencil Drawings (framed)

"Portrait of Boy" - PETER McINTYRE

"Girl Sitting on Bean Bag" - JULIA B. LYNCH

4. Other Mediums (framed)

"Mixed Medium Abstract" - R. PEARSON

"Pebble Beach Mixed Medium Abstract" - R. PEARSON

"Madonna and Child, Wood Carving"

Ten (10) Rectors' Photographs.

*m.l.b.
Bjor*

FIFTH SCHEDULE

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

St. Patrick's College, Silverstream, was originally established in 1931. It was founded by the Roman Catholic Archbishop of Wellington, Francis Redwood, who commissioned the Order of Roman Catholic men known as the Society of Mary (also known as the Marist Fathers) to supply staff to the school and to conduct it. That same commission remains in force today.

The Society of Mary is an international Roman Catholic religious order of men most of whom are priests but the Order also has unordained members known as Brothers as well as students in training. The Order was founded in France by Father John Claude Colin and approved by Pope Gregory XVI on 29th April, 1836. Its members devote their lives to prayer and to religious, charitable and educational ministries within the Roman Catholic Church including but not exclusively, the conducting and staffing of schools. Members of the Order live in or are attached to communities. They hold property in common and remuneration received is accepted, not personally, but on behalf of the community. By their rule the Marist Fathers promise to follow Jesus Christ by adopting the attitudes of the Mother of God whom they accept as their model in all their ministries.

In 1838, at the request of Pope Gregory XVI the Marist Fathers established missions in the Islands of the Pacific Ocean including New Zealand. For this reason the New Zealand Province of the Marist Fathers retains a traditional association with the Pacific area and continues to encourage some of its members to take up posts in the region, including the staffing and conducting of schools.

Besides St. Patrick's College, Silverstream, the New Zealand Province of the Order has conducted other schools in New Zealand, both those of which the Roman Catholic Bishop of the Diocese is the Proprietor and also those which have other proprietors. As at the effective date those other schools for which the Order provides staff, and with which St. Patrick's College, Silverstream, has a Special Link, are :-

Pompallier College, Whangarei
St. Augustine's College, Wanganui
Hato Paora College, Feilding
St. Patrick's College, Wellington
St. John's College, Hastings
St. Bede's College, Christchurch
Roncalli College, Timaru
Chanel College, Moamoa, Western Samoa
St. Anthony's High School, Lahore, Pakistan

In addition the New Zealand Province of the Society of Mary is closely associated with other schools staffed by the Order in Tonga, Fiji, Australia, the United States, the United Kingdom and other parts of the

M.D.L.
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world. These overseas schools frequently exchange teachers with the New Zealand schools named herein.

The College has as its first aim to educate its pupils in the truths of the Catholic faith so that these truths can give new meaning to their lives. It aims to train its pupils in the Christian virtues so that they find in Christ, the Perfect Man, the model in which all human values find their unity and fulfilment.

It aims, further, to lead its pupils to excellence in their studies in such a way that they learn to relate all human culture eventually to the news of salvation and that the light of faith will illumine the knowledge that they acquire of the world, of life and mankind.

The Marist heritage which is brought to the College by the teaching staff and which is based on the presence in the College of a community of religious of the Society of Mary adds a further dimension to the character of the school. It brings the spirit of Mary, the Mother of God, so that the entire school community strives to imitate her humility, her self-denial, her close union with God and her ardent charity towards other people.

The Marist heritage also brings special emphasis to the philosophy of education of the College. Each pupil is treated as a unique and invaluable person for whom the school endeavours to meet the individual needs and develop the special talents. The shared concern, awareness and fraternity of the Marist teaching community make the school a dynamic Christian community building up and fostering a sense of unity within the school while simultaneously looking outwards, focussing on the wider community of the Church and society at large, supporting that human community and deriving strength from it. Finally, the Marist heritage places emphasis on the family spirit so that parents remain active and concerned members of the Marist educating community.

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.B.
B90'6

