

SUPPLEMENTARY DEED OF AGREEMENT

ST PAUL'S COLLEGE, AUCKLAND

THIS DEED OF AGREEMENT is made on the ^{11th} day of ^{August}
One thousand nine hundred and ninety ^{five} ~~four~~ (199⁵) between THE NZ MARIST ^{up.}
BROTHERS TRUST BOARD a body Corporate registered under the Religious
Charitable and Education 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 By Deed of Agreement bearing date the 8 August 1982 as varied by any
subsequent supplementary agreements (hereinafter referred to as 'the Deed of
Agreement'), the Minister and the Proprietor pursuant to section 7(2) of the
Private Schools Conditional Integration Act 1975 established St Paul's College,
Auckland, as an integrated school (hereinafter referred to as 'the School').

B The Proprietor and the Minister wish to vary the Deed of Agreement:

- (1) To take account of the changes introduced to the education system
consequent on the passing of the Education Act 1989 and its subsequent
amendments, and
- (2) To replace the Plan annexed to the Second Schedule with a new Plan.
- (3) To replace the First, Second and Sixth Schedules with new schedules.
- (4) To delete the Third Schedule.

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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 any reference to the Board of Governors shall be deemed to be a reference to the Board of Trustees.

2. THAT any reference to the Director General or the Regional Superintendent of Education shall be deemed to be a reference to the Secretary of Education.

3. THAT the Integration Agreement be amended as follows:

3.1 By deleting **Clause 3(d)**.

3.2 By deleting the existing **Clause 7** and replacing it with the following:

"7. (a) THE Board of Trustees shall be the Controlling Authority of the School and shall be constituted pursuant to Part IX of the Education Act 1989.

(b) 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."

3.3 By deleting the words "(d) and" in **Clause 9**.

3.4 By deleting subclauses (b) and (c) of **Clause 10** and substituting the following therefor:

" (b) In accordance with Section 7(6)(h) of the Private Schools Conditional Integration Act 1975, unless the Proprietor and the Secretary of Education 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

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Integration Act 1975 shall be limited at all times to five (5) per cent of the maximum roll as determined by **Clause 8** hereof and the Board of Trustees shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Controlling Authority in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School."

- 3.5 By deleting from **Clause 15** the words 'as established by Regulations made under the Education Act 1964' and substituting the words 'as established pursuant to the Education Act 1989' therefor.
- 3.6 By adding after the words 'Deputy Principal' in the first line of **Clause 20** the words 'however described'.
- 3.7 By deleting from **Clause 31** the words '(d) and'.
- 3.8 By deleting the Plan annexed to the Second Schedule of the Deed of Agreement and substituting therefore the Plan annexed hereto.
- 3.9 By deleting the third schedule to the Deed of Agreement.
- 3.10 By replacing the first, second and sixth schedules with new schedules.
4. THAT the covenants conditions and restrictions contained and implied in the Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Deed of Agreement is confirmed.

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

THE COMMON SEAL OF THE
NZ MARIST BROTHERS TRUST BOARD

was hereunto affixed by and in
the presence of:

J. Mansray Trustee
A. Spinks Trustee

SIGNED by **KATHY PHILLIPS**

Senior Manager, National Operations
Ministry of Education pursuant to
authority delegated by the Minister
of Education acting on behalf of
HER MAJESTY THE QUEEN in the
presence of:

Judith Manchester
53 Crewick Terrace
Wellington 5

Kathy Phillips

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 New Zealand Marist Brothers Trust Board situated in Richmond Road, Ponsonby, Auckland being known as St Paul's College and being more particularly described as follows:

FIRSTLY All that freehold parcel of land containing 5.6630 hectares more or less situated in the City of Auckland being Lot 3 on Deposited Plan 17191 being Part Allotment 28 of Section 8 of Suburbs of Auckland and being all the land comprised and described in Certificate of Title Volume 397 Folio 195 (North Auckland Registry).

SUBJECT TO

1. A.559191 Mortgage to The State Advances Corporation of New Zealand - 10.6.1971
2. 094817.1 Variation of Mortgage A.521357 - 16.9.1975
3. 526965.1 Variation of Mortgage A.559191 - 18.11.1976
4. 639682.1 Variation of terms of Mortgage A.521357 - 15.3.1977
5. 644755.1 Variation of Mortgage A.559191 - 9.6.1977
6. B.464847.1 Variation of terms of Mortgage A.559191 - 1.10.1985
7. B.464847.2 Variation of terms of Mortgage A.559191 - 1.10.1985
8. The above memorial of discharge of Mortgage A.521357 has been endorsed on the outstanding copy of the Mortgage production of same having been dispensed with in terms of Section 111 of the Land Transfer Act 1952.
9. C.493772.1 Mortgage to Her Majesty The Queen - 30.6.1993
10. C.552732.1 Mortgage to Her Majesty The Queen - 20.12.1993

SECONDLY All that freehold parcel of land containing 556 square metres more or less being Lot 14 Deposited Plan 316 being Part Allotment 29 Section 8 Suburbs of Auckland and being all the land comprised and described in Certificate of Title Volume 1580 folio 70 (North Auckland Registry).

THIRDLY All that freehold parcel of land containing 1163 square metres more or less comprising Lots No. 12 and 13 on a plan of the Subdivision of Allotment No. 29 of Section No. 8 in the Suburbs of Auckland deposited in the Land Registry Office at Auckland under No. 316 and being all the land comprised and described in Certificate of Title Volume 148 Folio 296 (North Auckland Registry).

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, 5, 6, 7, 17, 21 and part of Blocks 4 and 15, more particularly delineated in yellow on the site plan annexed to this schedule **RESERVING NEVERTHELESS** to the Proprietor and its invitees the full and free right and liberty to pass and repass as a means of ingress and egress with or without vehicles to and from those excepted portions over the access thereto shaded in black on the annexed plan from and to adjoining streets **AND FURTHER RESERVING** to the Proprietor the right to enter upon so much of the school premises as may be necessary to effect the installation, laying, relaying, maintenance or repair and use of any gas, high pressure water, storm water, sewerage, electric power or telephone pipes, conduits, lines or cables serving those parts of the proprietor's land excluded from the Deed of Agreement.

SIXTH SCHEDULE

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

The New Zealand Marist Brothers' Trust Board, proprietors of St Paul's College, have been conducting a secondary school in Richmond Road since 1903. It was established as Sacred Heart College, but was renamed in 1955 when a new College was opened at Glen Innes. St Paul's College was a day and boarding school initially, but in 1981 it became a day school solely.

St Paul's College, being founded and administered by the Marist Brothers' Order, has been influenced by the traditions and spirit of this international community of Brothers, who were founded in the nineteenth century in France to educate the less-favoured students in the post-Revolution period and then to extend their work into other needy areas of the world. Thus, in 1876, the first Marist Brothers arrived in the South Pacific to open schools in New Zealand, Fiji, the Samoas and

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Tonga. These countries today form one administrative unit called the Province, which is headed by a Brother Provincial Superior.

The Marist Brothers are proprietors of three Colleges in New Zealand:

ST PAUL'S COLLEGE, PONSONBY
SACRED HEART COLLEGE, GLEN INNES
MARCELLIN COLLEGE, EPSOM

In addition, they provide staff in the following schools:

HATO PETERA COLLEGE
JOHN PAUL II HIGH SCHOOL, GREYMOUTH
VERDON COLLEGE, INVERCARGILL
ST BERNARD'S COLLEGE, LOWER HUTT
ST PATRICK'S SCHOOL, NAPIER
ST PIUS X SCHOOL, GLEN INNES
PANGURU AREA SCHOOL, PANGURU

In all the above-mentioned schools, the Brothers bring their own particular traditions and spirit of Christian Community, care for the less-favoured, willingness to go to new areas or needs indicated by the Bishops, and they maintain a strong link with the Pacific Islands, where New Zealand Brothers staff eleven schools. With the changing needs in all of these places, the Brothers are transferred within New Zealand and between New Zealand and the Pacific.

Against this background of national and international involvement, therefore, St Paul's College endeavours to develop within the families and staff who make up the College Community, 'a spirit of humility, and a love of awareness of the poor, and apostolic zeal, a sense of the Church and a love of the blessed Virgin'. (Constitution of the Marist Brothers)

The College organisation, courses, programme and the environment that they create contributes towards this development. Of particular significance in the life of the College are:

1. The Christian Living and Retreat Programme
2. Staff training with religious and pastoral emphasis
3. The emphasis placed on family and community spirit among students, parents, staff and past students
4. The development of prayer and worship.

This resumé shall not be construed as adding to or amending the Special Character of the School as defined in Clause 5 of this agreement.

Supplementary Agreements

Delete Agreement dated 6 May 1984.