

SUPPLEMENTARY DEED OF AGREEMENT

ST PETER'S COLLEGE, PALMERSTON NORTH

THIS DEED OF AGREEMENT is made on the 31st day of May
One thousand nine hundred and ninety five (1995) **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** By Deed of Agreement bearing date the 15th day of March, One thousand nine hundred and eighty two (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 Peter's College, Palmerston North** 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.
 - (2) To replace the First and Third Schedules.

**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 amending **Clause 3(d)** by adding after the word "hereto" the second time it occurs, the words "or such other dates as may be agreed from time to time



between the Minister and the Proprietor".

- 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 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 Integration Act 1975 shall be limited at all times to five per cent (5%) 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."
- 3.4 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.
- 3.5 By adding after the words "Deputy Principal" in the first line of **Clause 19** the words "however described."
- 3.6 By deleting the **First and Third Schedules** to the Deed of Agreement and

substituting the Schedules attached hereto.

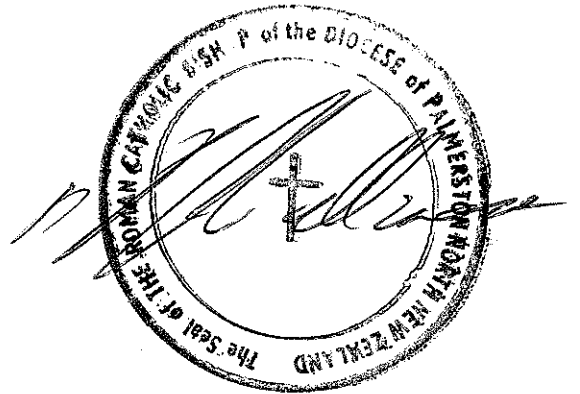
4. THAT the covenants conditions and restrictions contained and implied in the Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Deed of Agreement is confirmed.

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

SIGNED by **PETER JAMES CULLINANE**

the Roman Catholic Bishop of
Palmerston North, and sealed with
his seal of office in the presence
of:

Ms P Broderick



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:

Kathy Phillips

*Judith Manchester
53 Creswick Terrace
Wellington 5*

SCHEDULE**New First Schedule****"FIRST SCHEDULE"****St Peter's College, Palmerston North**

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, school buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Palmerston North situate at Holdsworth Avenue, Palmerston North, and being more particularly described as follows:

FIRSTLY All that freehold parcel of land containing 6538m² more or less situate in the City of Palmerston North being part Section 555 Town of Palmerston North and being also Lot 148 on Deposited Plan 28657 and being all the land in Certificate of Title Volume 5A Folio 191 (Wellington Registry)

SUBJECT TO

- 1 Mortgage 103476.1 to the Housing Corporation of New Zealand.
- 2 Mortgage 466503.2 to the Housing Corporation of New Zealand.

SECONDLY All that freehold parcel of land containing 4.1480 hectares more or less situate in the City of Palmerston North being part Section 555 Town of Palmerston North and being also Lot 24 on Deposited Plan 25820 and being all the land in Certificate of Title Volume C4 Folio 360 (Wellington Registry)

SUBJECT TO:

- 1 Mortgage 103476.1 to the Housing Corporation of New Zealand.
- 2 Special Order 608646 Notice of Building Line Restriction.
- 3 Transfer 608649 grant of sewerage rights (in gross) over the part shown coloured yellow on Plan 25820.

- 4 Fencing Covenant in transfer 617601.
- 5 No 134591.2 Easement Certificate pursuant to Section 90A Land Transfer Act 1952.
Tenements: Plan 43302

<u>Nature</u>	<u>Servient</u>	<u>Dominant</u>
Sewer	Part Lot 52 J1	Lot 24 Plan 25820

- 6 Mortgage 466503.2 to the Housing Corporation of New Zealand.

THIRDLY All that freehold parcel of land containing 3936m² more or less situate in the City of Palmerston North being part Sections 554 and 555 Town of Palmerston North and being also Lots 20, 21, 22, 23 and 25 on Deposited Plan 25820 and being all the land in Certificate of Title Volume D1 Folio 167 (Wellington Registry).

SUBJECT TO:

- 1 Mortgage 103476.1 to the Housing Corporation of New Zealand.
- 2 Special Order 608646 Notice of building line restriction (affects Lots 23 and 25, Plan 25820).
- 3 Fencing Covenant in Transfer 617602.
- 4 Mortgage 466503.2 to the Housing Corporation of New Zealand.

FOURTHLY All that freehold parcel of land containing 4772m² more or less situate in the City of Palmerston North being part Section 555 Town of Palmerston North ~~being part Section 555 Town of Palmerston North~~ and being also Lots 26, 27, 28, 29, 30, 31 and 32 on Deposited Plan 25820 and being all the land in Certificate of Title volume D3 folio 1395 (Wellington Registry).

SUBJECT TO:

- 1 Mortgage 103476.1 to the Housing Corporation of New Zealand.
- 2 Special Order 608646 Notice of Building Line Restriction.
- 3 Fencing Covenant in Transfer 643749
- 4 Mortgage 466503.2 to the Housing

Corporation of New Zealand.

FIFTHLY All that freehold parcel of land containing 134m² more or less situate in the City of Palmerston North and being part section 555 Town of Palmerston North and being also Lot 138 on Deposited Plan 28026 and being all the land in Certificate of Title Volume F2 Folio 1180 (Wellington Registry).

SUBJECT TO:

- 1 No 699637 Notice of Building Line Restriction.
- 2 Fencing Covenant in Transfer 778353.
- 3 Mortgage 103476.1 to the Housing Corporation of New Zealand.
- 4 Mortgage 466503.2 to the Housing Corporation of New Zealand.

There is a debt owing by the Proprietor to the Central Diocesan Development Fund of the Diocese of Palmerston North.



SCHEDULE**New Third Schedule****"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 Ministry of Education standards.

Description of Work

Provide by new construction or remodelling the following:

Drama room		93 m ²
Drama store		19 m ²
Pottery kiln shed		10 m ²
Homecraft room		93 m ²
Gymnasium		557 m ²
Equipment bay		28 m ²
Weight training		9.5 m ²
Outside PE store		19 m ²
Change block		80 m ²
(includes 2 instructors rooms)		
Homecraft store		19 m ²
Chemistry store		17 m ²
Lecture room		75 m ²
Study rooms	2 x	47 m ²
Common room		112 m ²
Duplicating room		9.5 m ²
Caretakers area		7 m ²
Maintenance staff area		19 m ²
Store workshop		19 m ²
Dangerous goods store		9 m ²
Maths workroom		14 m ²
Language store		9.5 m ²
2 STDUs & 2 shower units for girls toilets		
1 shower for female staff toilets		
1 shower for male staff toilets		

All the above to be completed by 1997."