

THIS DEED OF AGREEMENT is made the day of 1990
BETWEEN TAMARIKI SCHOOL INCORPORATED, at Christchurch,
(hereinafter referred to as "the Proprietor")

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

WHEREAS

- A The Proprietor is the owner of Tamariki School, 86 St. Johns Street, Christchurch (hereinafter referred to as "the School")
- B The School is a Primary School for boys and girls from new entrants to Form Two (2) offering Education with a Special Character.
- C The Minister and the Proprietor have agreed to enter into this deed of agreement pursuant to Section 7(2) of the Private Schools Conditional Integration Act 1975, whereby the School is to be established as an integrated School.

IT IS AGREED BETWEEN THE PARTIES 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 agreed 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 (hereinafter referred to as the "the proprietor's land") and of which for the purpose 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 (hereinafter referred to as "the school premises").
- (b) The Proprietor shall set apart and appropriate as owner all the School premises 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 Board of Trustees of the School shall have the exclusive right to the possession and use of the School premises and chattels PROVIDED THAT
- (i) At the request of the Proprietor, the Board of Trustees 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 purposes and the Board of Trustees shall not unreasonably or arbitrarily withhold its consent. The Board of Trustees may require the Proprietor or other person or persons to pay a reasonable fee to the Board of Trustees as a condition of such use.
- (ii) With the consent of the Proprietor, the Board of Trustees may grant the use of the School premises and chattels to other person or persons at any time when the School premises and chattels are not required for School purposes and the Proprietor shall not unreasonably or arbitrarily withhold its consent. The Board of Trustees may require any such person or persons to pay a reasonable fee to the Board of Trustees as a condition of such use.

- (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 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.
- (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 will continue to maintain the school buildings and associated facilities at its present premises at 83 Rutherford Street, Christchurch to Ministry of Education minimum safety standards. The Proprietor agrees to ensure the availability of the school buildings and associated facilities at 83 Rutherford Street, Christchurch for the use as a school until such time as the construction of the new school at 86 St. Johns Street, Christchurch is completed twelve months from the date of integration. Attached hereto and described as the Second and Third Schedules respectively are Development Plan for 86 St. Johns Street, and copy site plan 86 St. Johns Street.

- (g) The Proprietor may own or hold upon trust, and control and maintain, any lands, 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.
- (h) The Proprietor shall insure all 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.
- (i) No person employed at the School and paid for his or her 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 or she received or was accorded on the day before the effective date of the integration of the School.

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.

5. 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 additions and/or improvements to the school premises and for such purposes may charge mortgage or encumber the school premises.

6. THE School provides and shall continue to provide education with a Special Character along the lines of principles developed by A.S. Neill the essential elements of which are:

a value for emotional, physical, spiritual and social as well as intellectual development.

a value for group involvement.

a value for trust co-operation and emotional health.

a respect for individual learning rates and patterns.

7. 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.

8. THE maximum roll of the School shall be fifty (50) pupils.

9. 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 philosophical 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 philosophical connection with the Special Character of the School.

10. THE Proprietor agrees that pursuant to Clause 3 (d) and (e) of this Agreement it will bring the school up to the minimum standard of accommodation laid down from time to time by the Secretary of Education for a comparable school.

11. THE Controlling Authority of the School shall be the Board of Trustees constituted in accordance with the Education Act 1989.

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. THE position of Principal at the School is agreed pursuant to Section 66 (1) of The Private Schools Conditional Integration Act 1975 to be a special position that requires particular capabilities in the teacher appointed, namely to teach and participate in school life in a way which reflects the school's special character and an advertisement of the position of Principal shall state that possession of these capabilities shall be a condition of appointment.

15. 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 been notified already by the Proprietor to The Secretary of Education without first obtaining the consent of the Secretary.

16. 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 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 School Conditional Integration Act 1975.

17. THE Minister shall subject to clause 3 (d) and (e) of this Deed of Agreement after the effective date hereof provide for the maintenance of the School premises and the associated facilities in a state of repair order and condition as for a comparable State School and provide for the maintenance of the chattels as though the School were a

State School.

18. THE effective date of this Deed of Agreement shall be the day of 1990.

19. 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 Integration Act 1975.

DATED this day of 1990.

THE COMMON SEAL of TAMARIKI)
SCHOOL INCORPORATED was)
affixed in the presence of:)

SIGNED by the District Manager)
Ministry of Education, Canterbury))
ALAN HERBERT BURTON pursuant to)
authority delegated by the)
Minister of Education acting on)
behalf of Her Majesty The Queen)
in the presence of:)

FIRST SCHEDULE

The Proprietor's land

All that parcel of land containing 7,901 m² or thereabouts being part of Lot 2 Deposited Plan 19663 and being all the land contained and comprised in C.T. 24A/122 (Canterbury Land Registry) SUBJECT TO fencing covenant contained in Transfer 482144 and mortgage 799620/3

MIW18/F

TRUST BANK MEMORANDUM OF MORTGAGE

MORTGAGOR: TAMARIKI SCHOOL INCORPORATED at Christchurch

COVENANTORS: PATRICIA ANN EDWARDS Teacher DONALD GARTH MURRAY Clinical Psychologist KIRSTEEN ANNE BRITTEN Model/Mother HELEN PATRICIA MIDDLETON Supervisor, all of Christchurch

MORTGAGEE: TRUST BANK CANTERBURY LIMITED at Christchurch

REGISTRATION DISTRICT: Canterbury

ESTATE: Fee simple

DESCRIPTION OF LAND: (a) 7901 m² being Lot 2 DP 19663, CT 24A/122
(b) 966 m² being Lot 3 DP 19663 part RS 34, CT 10F/1321
(c) 964 m² being Lot 1 DP 20238 part RS 14, CT 11A/429
(d) 1427 m² being Lot 2 DP 20238 part RS 14, CT 11A/430

~~TITLE REFERENCE~~

ENCUMBRANCES, LIENS AND INTERESTS:

- (a) and (b) SUBJECT TO: the easements, covenants, conditions and restrictions as set out on the titles
- (c) and (d) SUBJECT TO: (i) the easements, covenants, conditions and restrictions as set out on the titles
(ii) Mortgage no. 843457

~~Priority Afforded to this Mortgage pursuant to Clause 28 of the attached Conditions: — \$~~

IN CONSIDERATION of the Mortgagee providing or agreeing to provide to or for the Mortgagor from time to time the financial services more particularly defined as the "Moneys Hereby Secured" in Clause 1 of the attached Conditions, the Mortgagor and Covenantor jointly and severally covenant and agree with the Mortgagee as follows:

FIRST: to pay perform and observe all obligations set-out in the Schedule of Conditions which forms part of this Mortgage and

SECONDLY: for better securing to the Mortgagee the payment of the Moneys Hereby Secured and interest thereon, the Mortgagor hereby mortgages to the Mortgagee all the Mortgagor's estate and interest in the land described above.

Mortgage executed this _____ day of _____ 19 89

EXECUTED by the Mortgagor TAMARIKI SCHOOL
INCORPORATED)
(by affixing its Common Seal))
in the presence of:)

EXECUTED by the Covenantors PATRICIA ANN)
EDWARDS DONALD GARTH MURRAY KIRSTEEN)
(by affixing its Common Seal) ANNE BRITTEN)
in the presence of: and HELEN PATRICIA)
MIDDLETON in the presence of:

Correct for the purposes of the
Land Transfer Act 1952

Solicitor for the Mortgagee

SECOND SCHEDULE

Description of land, proposed buildings, 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 proposed
buildings and other improvements thereon.

TAMARIKI SCHOOL, CHRISTCHURCH

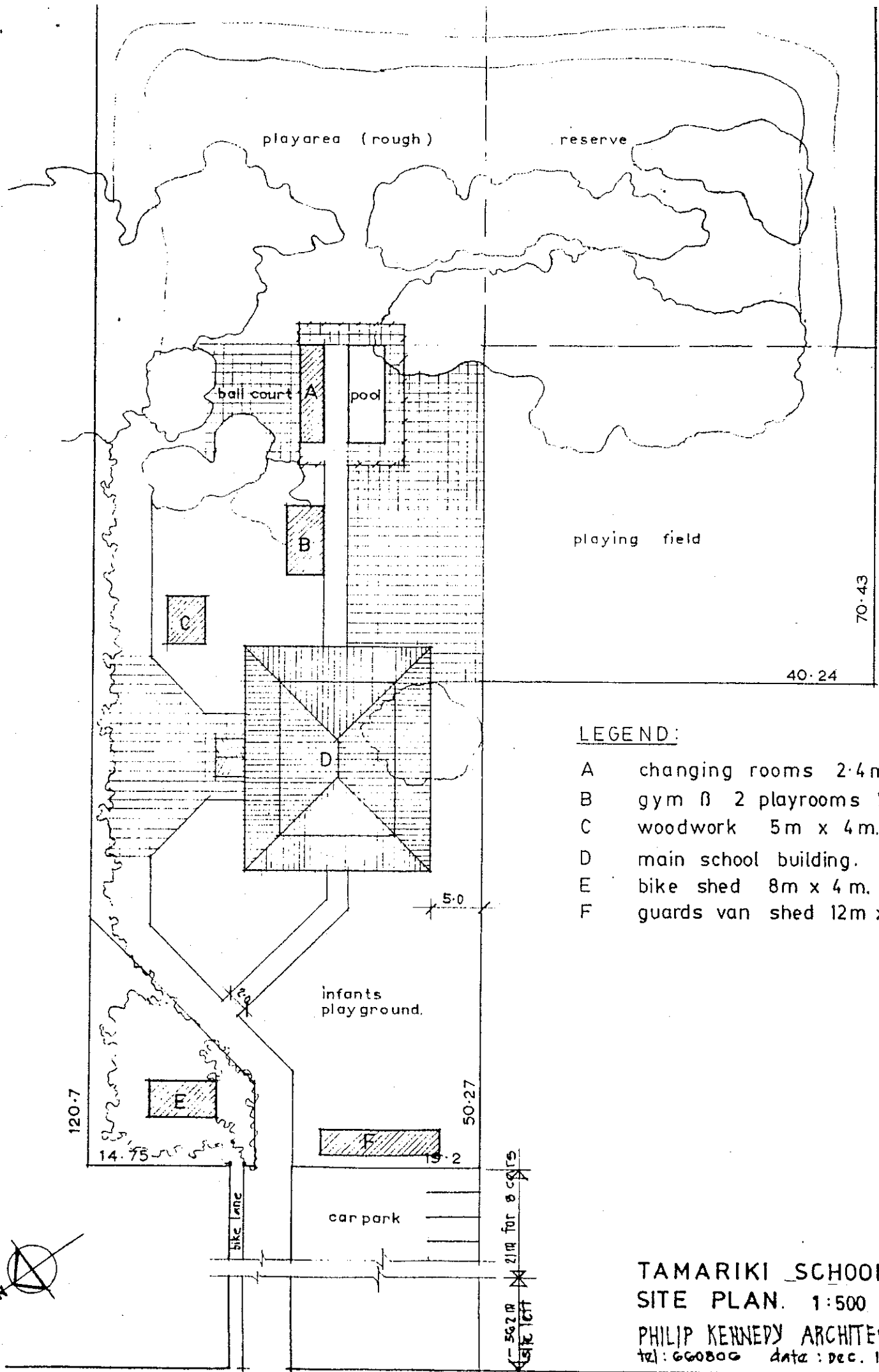
THIRD SCHEDULE

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 provision 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 tradesman or in a workmanlike manner to Ministry of Education standards.

AGREED PHASING OF WORK TO BE COMPLETED BY

| | 31.3.92 | 31.3.93 | 31.3.94 | 31.3.95 |
|---|---------|---------|---------|---------|
| <p><u>SITE</u></p> <p>Upgrade grounds, fencing and associated facilities to Ministry of Education standards.</p> <p><u>BUILDING REQUIREMENTS</u></p> <p>Provide by new construction the following:</p> <p>Classroom area 125 m²) Bookroom 10 m²) Staffroom 9.5 m²) Storage 14 m²) Staff toilets 1WC 1WHB 1STDU (to be handicapped toilet)) Pupil toilets 2WC 1WHB for boys) 2WC 1WHB 1STDU for girls)</p> <p>Provide all outside facilities such as seating, drinking fountains, cycle stands, as necessary to Ministry of Education standards.</p> <p><u>FURNITURE</u></p> <p>Upgrade furniture to Ministry of Education standards.</p> | | X | | |



LEGEND:

- A changing rooms 2.4m x 10m
- B gym & 2 playrooms 7.2 x 4 m
- C woodwork 5m x 4m.
- D main school building.
- E bike shed 8m x 4m.
- F guards van shed 12m x 2.7m.

TAMARIKI SCHOOL
 SITE PLAN. 1:500
 PHILIP KENNEDY ARCHITECT
 tel: 660800 date: Dec. 1988.

ST. JOHNS STREET