

**SUPPLEMENTARY DEED OF AGREEMENT**

**TASMAN BAY CHRISTIAN SCHOOL**

This deed is made on the ..... 10<sup>th</sup> ..... day of ..... May ..... 2000

between The Stewards Trust of New Zealand Incorporated being the proprietor of the Tasman Bay Christian School, the said proprietor being a body duly incorporated under the Incorporated Societies Act 1908 (hereinafter together with its successors and assigns called the Proprietor) of the first part

and Her Majesty the Queen acting by and through the Minister of Education (hereinafter called 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 an integration agreement on 14 August 1995 for the establishment of Tasman Bay Christian School (hereinafter referred to as the original Deed of Agreement).
- B. The Proprietor and the Minister pursuant to Section 7(9) of the Private Schools Conditional Integration Act 1975 subsequently varied the original Deed of Agreement by a Supplementary Agreement bearing the date 22 June 1999 which provided for major maintenance funding.
- C. The Proprietor and the Minister are now agreed on the need to amend clause 22 and the First, Second and Third Schedules of the original Deed of Agreement 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:

That the original Deed of Agreement shall be amended as follows:

Clause 11 (b) is deleted

Clause 12 is deleted

Clause 22 is replaced by:

“It is agreed, as provided for in Section 7(6)(g) of the Act, that subject to the requirements of the **Third Schedule** being met, the maximum roll shall be 60.”

That the First, Second and Third Schedules attached to the original Deed will be replaced by the appended First, Second (with plans) and Third Schedules.

In witness therefore these presents have been executed the day and year first hereinbefore written.

**SIGNED FOR AND ON BEHALF OF THE PROPRIETORS THE STEWARDS' TRUST OF NEW ZEALAND INCORPORATED**

Signature ..... 

Name & designation ..... *Dean Roger Pugh* .....  
Elder of Tasman Bible Church

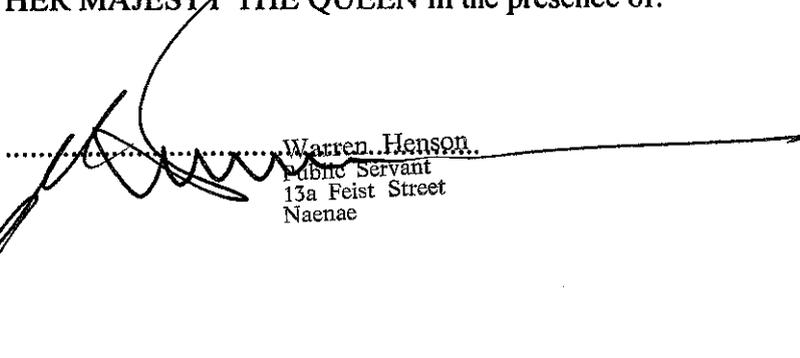
Signature ..... 

Name & designation ..... *David Kay Martin (Secretary)* .....  
Elder of Tasman Bible Church

**SIGNED BY**



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

  
.....  
Warren Henson  
Public Servant  
13a Feist Street  
Naenae

**THE STEWARDS' TRUST OF NEW ZEALAND**  
INCORPORATED

Secretary:  
R.D.O. Burt, B.A., LL.M., B.D., M.C.S.  
P.O. Box 91343  
Auckland Mall Centre 1030

Registered Office:  
1 Nelson Street  
Auckland

Treasurer:  
J. Robinson, A.C.A.  
P.O. Box 63-272  
Auckland 10.

11 February 1999

**TO WHOM IT MAY CONCERN**

Dear Sir

Stewards' Trust holds the title as trustee under a charitable trust for the Tasman Bible Church property. The Tasman Bay Christian School is conducted on the premises. The property is held for the Church Fellowship which meets there and for the Christian activity which it undertakes. The government of the Fellowship is in the hands of Elders. The present Elders are Roger Francis Paynter, Raymond Victor Moore, David Kay Martin, Dean Roger Paynter and Peter Kenneth Moore. Tasman Bay Christian School operates as a ministry of the Church Fellowship and it is therefore also subject to the government of the Elders. The Elders therefore have authority to deal with you in all matters relating to the Tasman Bay Christian School.

Yours faithfully



**R D G BURT**  
Secretary



## FIRST SCHEDULE

### THE PROPRIETORS LAND

Description of land, buildings and other improvements which comprise the land owned by The Stewards' Trust of New Zealand Incorporated of which the school premises form part and which are delineated in green on the plan forming part of the Second Schedule hereto:

All that land situated at Williams Road, Motueka comprising:

1.4959 hectares, Lot 1 Deposited Plan 19819, Lots 1 and 2 Deposited Plan 2550 and Lot 1 Deposited Plan 5641, Certificate of Title 13B/31 (Nelson Registry).

### SUBJECT TO:

- a) Section 241 (2) Resource management Act 1991 (affects DP 19819)
- b) Gazette Notice 163613.1 declaring part of the adjoining road (SH 60) to be a limited access road.

ub.  
DMM  
OP

## SECOND SCHEDULE

Description of land, buildings and other improvements comprising the School premises.

### THE SCHOOL PREMISES

That part of the Proprietors land as described in the First Schedule hereto delineated in red on the annexed plan which forms part of this schedule, TOGETHER WITH, all the School buildings and other improvements thereon SAVE AND EXCEPT those buildings more particularly delineated in blue on the annexed Plan hereto.

*Handwritten signature*

## TASMAN BAY CHRISTIAN SCHOOL

## THIRD SCHEDULE

### OVERVIEW STATEMENT

When Stage 1 is completed the Ministry will inspect the site and once it is confirmed by the District Property Manager that the relevant legislation, bylaws, codes and Ministry requirements, have been met the School may occupy the accommodation to a roll limit of 45. Minor maintenance funding will be limited to the area occupied.

When Stage 2 is completed the Ministry will inspect the site and once it is confirmed by the District Property Manager that the relevant legislation, bylaws, codes and Ministry requirements, have been met the School may occupy the accommodation to the limit of the maximum roll of 60. Minor maintenance funding will be limited to the area occupied.

### WORK 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. The proprietor will ensure that all work is carried out in a tradesmanlike and professional manner. Any variations to the timetable or modifications to individual items must be negotiated between the Proprietor and the local Property Office of the Ministry and confirmed in writing.

### AGREED PHASING OF WORK TO BE COMPLETED BY:

27.04.2000    27.04.2001    14.8.2001    27.04.2002    27.04.2003

### SITE

Provide a minimum of 3500 sq. m of grassed area and  
325 sq. m of hard court area

Provide adequate fencing between School property and  
Williams Road and State Highway

Provide separate Bus Turning Bay and Car Parking areas

### BLOCK A (Classroom)

Paint exterior

### BUILDING REQUIREMENTS

Stage 1: Provide by remodelling or new construction the following for a roll of 45

Classroom space of 135 sq. m

Administration space of 64 sq. m

Resource space of 9 sq. m

Library space of 21 sq. m

Multipurpose space of 22.5 sq. m

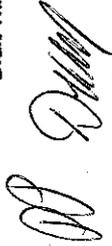
Ancillary facilities and Services in accordance with the Building Act

x

x

x

x



Stage 2: Provide by remodelling or new construction the following for a roll of 60

Classroom space of 180 sq. m

Administration space of 74 sq. m

Resource space of 12 sq. m

Library space of 25 sq. m

Multipurpose space of 30 sq. m

Ancillary facilities and Services in accordance with the Building Act

Draft Third Schedule



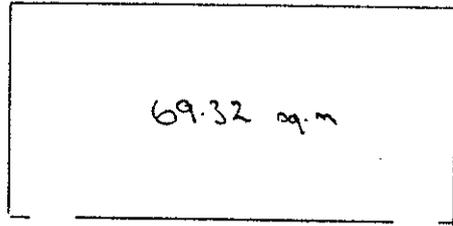
Tasman Bay Christian School

24/3/00

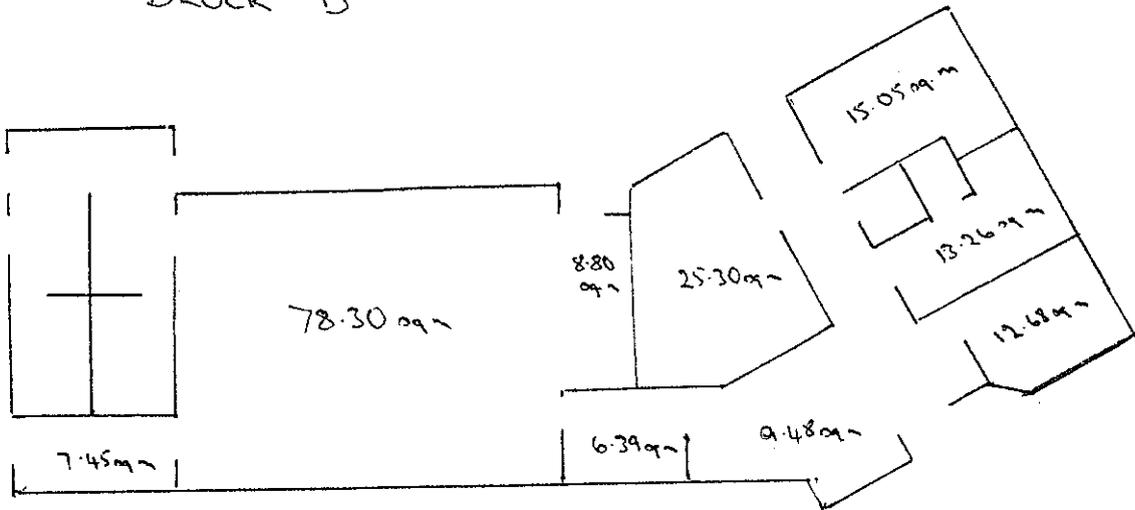


Tasman Bay Christian School

Block A



Block B



*DM* *OP* 26