

THIS DEED OF AGREEMENT is made the 29 day of
MARCH One thousand nine hundred and eighty-three (1983)

BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF DUNEDIN 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 The Proprietor is the owner of **Verdon College, INVERCARGILL**, (hereinafter referred to as "the School")
- B The School is a Roman Catholic Secondary School for boys and girls from Form Three (III) to Form Seven (VII) offering Education with a Special Character.
- C The School was established in 1982 by the amalgamation of Marist College and St. Catherine's College and up to the effective date of integration was in part staffed by members of the Roman Catholic Religious Order of Men known as the Marist Brothers of the Schools and the Roman Catholic Religious Order of Women known as the Dominican Sisters. The said Orders will continue after the effective date of integration to offer teaching staff to the School, so long as they have members available for that purpose.
- D 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.

**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 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) 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 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.
- (ii) With the consent of the Proprietor, the Board of Governors 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 his consent. The Board of Governors may require any such person or persons to pay a reasonable fee to such Board of Governors 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** 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 (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 him 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 his 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.

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 and girls established by the Roman Catholic Bishop of the Diocese of Dunedin for the Roman Catholic community of the Diocese of Dunedin 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 :-

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 Bishop of the Diocese of Dunedin.

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 him 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.

- 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 Southland Education District
 - (ii) One (1) member elected by the teachers of the School **PROVIDED HOWEVER** that no member so elected may be appointed as 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 him.
- (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 five hundred and seventy-three (573) pupils as at the 1st day of March One thousand nine hundred and eighty-three (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 five hundred and ninety (590) pupils.

9. THE Proprietor agrees that pursuant to **paragraphs (d) and (e) of Clause 3** of this Deed of Agreement he 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.

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 (30) 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) Wherever any difficulty arises related to enrolment at the school in terms of section 52 of the Private Schools 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 Bishop of the Diocese of Dunedin 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 his 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 his 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 him to exercise the powers and carry out the responsibilities vested in him and imposed on him 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 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. 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.

16. 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.

17. THE staffing entitlement of the School as at the 1st day of March one thousand nine hundred and eighty-three (1983) was twenty-seven decimal three two (27.32) positions (excluding the Principal and Director of Religious Studies) of which there shall be eleven (11) 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

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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 eleven (11) is to twenty-seven decimal three two (27.32) as hereinbefore provided.

18. 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.

19. 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.

20. 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.

21. 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.

22. THE School is a Secondary School for boys and girls 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.

23. 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 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.

24. IT is acknowledged by and between the parties hereto pursuant to **clause 23** 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 and as is more particularly delineated on the plan forming part of the **Second Schedule** hereto. In particular, the power supply and drainage systems are used in common and the costs of maintaining such services and facilities shall be apportioned as provided in **clause 23** 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.

25. THE Proprietor agrees to maintain Blocks G, H, I, J and K 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, in particular the power supply, water, sewerage, drainage and cleaning costs.

26. 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.

27. 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.

28. 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.

29. THE Minister shall subject to **clause 3(d)** and **(e)** and **clause 25** 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 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.

30. THE effective date of this Deed of Agreement shall be the 6th day of May One thousand nine hundred and eighty three (1983)

31. 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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SIGNED by JOHN PATRICK)
KAVANAGH, THE ROMAN CATHOLIC)
BISHOP OF THE DIOCESE OF DUNEDIN)
and sealed with his Seal of Office in the)
presence of:-)

John Patrick Kavanagh

G. A. Hannington
Director Catholic Education Office
32 Broomfield Rd
Fairfield

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

Mervyn Langlois

M. J. Fokker
12 Hokianga Road
Wellington

(Private Secretary)

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 Roman Catholic Bishop of the Diocese of Dunedin situate in Rockdale Road, also bounding Onslow Street and with access to Tweed Street, Invercargill, being known as **Verdon College, Invercargill**, and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.


FIRSTLY, All that freehold parcel of land containing 6.2645 hectares more or less being situate in the City of Invercargill, being Lots 7, 8 and 9, Deposited Plan 3698, and being part Section 13, Block I, INVERCARGILL HUNDRED and being all that land in Certificate of Title, Volume 6A, Folio 1112 (Southland Registry)

Interest at Date of Issue

267034 Compensation Certificate pursuant to Section 17 Public Works Amendment Act 1948 21-2-1973 at 2.40 p.m.

SECONDLY, All that freehold parcel of land containing 1.8135 hectares more or less being situate in the City of Invercargill being Lot 2, Deposited Plan 7414, and being also Part Section 13, Block I, INVERCARGILL HUNDRED and being all that land in Certificate of Title Volume A4, Folio 701 (Southland Registry)

THIRDLY, All that freehold parcel of land containing 969 square metres more or less being situate in the City of Invercargill, being Lot 22, Deposited Plan 7490 and being also

J R K 

Part Section 13, Block I, INVERCARGILL HUNDRED and
being all that land in Certificate of Title, Volume B4, Folio
600 (Southland Registry)

There is a debt owing by the Proprietor to the Dunedin City
Catholic Education Trust Board (Inc).

JRK


A handwritten signature, possibly reading 'JRK', is located in the bottom right corner of the page.

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** that part of Block C more particularly delineated in blue on the annexed plans hereto **TOGETHER WITH** a reservation in favour of that excepted portion of full rights of ingress and egress to and from that excepted portion from Rockdale Road and Tweed Street, Invercargill.

J P R 

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.

In those cases where the words "half cost to be met by department" appear in relation to particular works, the property supervisor of the regional office of the Department of Education shall draw up the specifications for such particular works and the proprietor shall obtain his approval to the contractor and to the price before commencing such works. All work is to be carried out by tradesmen or in a workmanlike manner to the Department of Education standards.

AGREED PHASING OF WORK TO BE COMPLETED BY

SITE	6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Central courtyard						
Remove and replace fractured kerb						
Remove and replace all broken brick tiles				x		
West Drive				x		
Fill holes		x				
Seal drive		x				
Fencing - Onslow/Rockdale Roads						
Replace damaged capping		x				
Replace broken bottom rails		x				
Repair holes in netting		x				
Repaint timberwork		x				
Repair and brace main gates and repaint		x				
Main drive						
Patch holes						
Chip seal					x	
Courts						
Patch holes						
Overlay south courts with hot mix (half cost to be met by department)						
EXTERIOR GENERAL						
All buildings						
Repaint all window sills with approved sealant					x	
Repaint or restain all exterior woodwork					x	

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ACREED PHASING WORK TO BE COMPLETED BY

6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
INTERIOR GENERAL					
Blocks A, B and C					
Completely redecorate all interiors, repaint, restain or varnish all woodwork					
Overhaul all gasane services and upgrade to state school standards and MWD fire protection requirements					
x				x	
BLOCK A					
Exterior					
Replace missing doors to gas bottle store with wire mesh type					
Treat brickwork with fungicide and remove moss					
Repoint fractured pointing					
Recaulk window flashings to concrete sills					
Replace missing foundation vents					
Restore light at NE corner of library					
Repair concrete stair treads below area 13					
Reglaze windows and fit protective screens					
Restore doors					
Interior					
Area 1					
Replace floor covering with full carpet					
Restore wall vinyl					
Realign library shelving					
Replace broken clerestorey window					
Repair windowsills					
Repair window furniture					
Replace broken electrical fittings					
Area 2					
Repair window furniture					
Replace carpet					
Area 3					
Restore hat and coat rail					
Repair or replace door furniture					
Area 4					
Restore shelves to folio storage					
Repair vinyl wall lining					
Replace cracked windows					
			x x		

JPH

AGREED PHASING WORK TO BE COMPLETED BY

	6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK A						
Interior (continued)						
Area 5						
Repair swan neck taps		x				
Remove or restore hanging rail		x				
Restore lampshades		x				
Replace broken electrical fittings	x					
Restore door lock		x				
Area 6						
Upgrade taps		x				
Repair notice board		x				
Area 8						
Restore lampshades		x		x		
Resurface bench						
Area 9						
Remove gas tap from fume cupboard		x				
Refix floor tiles		x				
Overhaul swan neck taps and gas taps		x				
Area 10						
Repair gables on benches						
Repair cupboard doors				x	x	
Repair vinyl flooring						
Repair fume cupboard and slide		x	x			
Resite gas tap from inside fume cupboard to 600mm from cupboard		x	x			
Reglaze broken windows						
Refurbish bench tops and edging						
Restore window furniture						
Replace defective swan neck taps		x				
Repair electrical fittings		x				
Modify stools to prevent damage to floors						
Area 12						
Restore door furniture						
Area 13						
Repair vinyl upholstery						
Restore wall linings						
Replace door furniture at demonstration bench						

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AGREED PHASING WORK TO BE COMPLETED BY

6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK A					
Interior (continued)					
Area 15					
Repair vinyl cladding	x		x		
Refix floor tiles					
Replace softboard panels			x		
Area 16					
Repair or replace door furniture	x				
Area 18					
Reglue vinyl wall cladding	x				
Repair gable end demonstration bench					
Tidy up and secure low voltage electrical wires	x		x		
Repair all electrical fittings	x				
Area 19					
Repair vinyl floor	x				
Replace missing bulkhead lights	x				
MECHANICAL					
Remove ventilation fans in area 13 and provide a ventilation system to MWD standards					
Remove all heating equipment and install a system to state school standards		x			
ELECTRICAL					
Upgrade lighting in areas 4 and 18 to state school standards					
Repair lights in areas 13 and 19					
Upgrade lighting to state school standards	x		x		
FIRE PROTECTION					
Egress					
Area 1					
Free up at least one sliding window at remote areas to provide secondary means of egress and designate locations with conspicuous EXIT signs.					
Keep shrubs and trees outside these exits trimmed so that egress is not impaired	x				
	x				

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AGREED PHASING. WORK TO BE COMPLETED BY

BLOCK A

FIRE PROTECTION

Egress (continued)

Area 3

Repair missing bar snib on inside of entrance door used to override the dead lock

Area 13

Replace damaged socket bolt on secondary egress door
and ease door to open readily

Area 15

Replace broken socket bolt on external door and reduce the drop from this door by provision of landing and steps

Area 8

Provide secondary egress

Extinguishing equipment

Area 10

Install a 3.5kg CO₂ extinguisher

Area 11

Service the CO² extinguisher, repaint and affix new transfers for method of use, weight recording and dates of servicing

Area 15

Adjust hose reel where it has dropped and chafes on hose reel cabinet. Secure control valve

Area 18

Install a 3.5kg CO₂ extinguisher

Area 19

Repair hose reels and cabinets near areas 1, 3 and 6.
Repair leaking connections and nozzles
Replace missing indicator disc plate on cabinet by area 6

Fire Alarm

Area 19

Replace damaged manual call point, repair or replace defective bell adjacent to area 6

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31.3.84

31.3.85

31.386

31.3.87

37.388



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AGREED PHASING WORK TO BE COMPLETED BY

6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK A					
FIRE PROTECTION (continued)					
<u>Linings</u>					
Upgrade ceilings in areas 4,5,8,9,10,11,12,16,17 and 18 with fire resistant material such as plaster board or fibrous plaster					
Fire hazards					
Area 1					
Shorten drapes to provide a clearance of 100mm from storage heaters	x		x		
Areas 1,4 and 10					
Secure storage heaters to provide an air space at the rear of 100mm and to prevent heaters from being knocked over	x				
Areas 12 and 16					
Remove portable electric heaters	x				
Areas 4,5,6 and 7					
Remove all excess paper and combustible material	x				
BLOCK B					
<u>Exterior</u>					
Eliminate cause of cracking					
Hack out loose concrete and remove cladding bricks					
Fill broken areas and epoxy cracks					
Coat building with decorative waterproofing finish					
Cap off exposed wiring second floor					
Repaint and restrain all woodwork					
Straighten and refix window sills					
Remove rust from balustrade fixings and seal exposed metalwork					
Refix bricks outside areas 54 and 44, repaint and remove moss, reseal all joints between bricks and concrete with thio flex or similar material					

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AGREED PHASING OF WORK TO BE COMPLETED BY

6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK B (continued)					
Interior					
General					
Replace floor coverings in all classrooms					
Repair or replace all hessian panels					
Steam clean all stairwells and paint all walls, stair stringer/balustrades with washable paint					
Areas 21, 30, 30a, 41a, 43, 44, 44a and 54a					
Repair all window gear including broken top hinges					
Areas 30a/31, 41/41a, 44/44a and 54/54a					
Finish all conversion work including carpentry and decorate					
Area 21					
Replace H & C hooks					
Refit helmet nuts					
Area 22					
Restore cupboards					
Restore trim to blackboard					
Restore curtain track					
Restore cork panelling					
Areas 23 and 28					
Replace bulkhead light					
Renovate cork board					
Area 24					
Repair cupboards					
Repair power outlets					
Repair cork board					
Repair trim					
Area 26					
Repair cupboards					
Restore lampshades					
Restore all hardware					
Restore switches					
Area 27					
Repair cupboards					
Repair plywood panels					
Replace broken glass					
Restore door hardware					

JPK

AGREED PHASING OF WORK TO BE COMPLETED BY

6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK B					
Interior (continued)					
Area 29					
Repair cupboards			x x		
Restore hardware					
Area 30					
Restore lights			x x x x		
Restore H and C hooks or restore wall					
Repair wall					
Restore all hardware					
Area 31					
Restore trim to blackboard			x x x x		
Repair cupboards					
Repair door					
Restore hardware					
Area 33					
Repair cupboard			x		
Restore switches			x x x		
Restore ceiling					
Restore hardware					
Area 37					
Restore lights					
Resurface blackboard					
Restore louvre fitting					
Area 39					
Repair cupboards			x x		
Restore hardware					
Restore roller blackboard			x x x x		
Restore cork board					
Area 41					
Repair cupboards			x		
Restore hardware					
Replace rusted louvre fitting and glass			x		
Area 41a					
Clean down outside wall with fungicide, seal wall junction and repaint					
Replace damaged particle board					
Restore door hardware					

J M/L

AGREED PHASING OF WORK TO BE COMPLETED BY

6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK B					
Interior (continued)					
Area 43					
Restore H and C hooks					
Restore lights	x		x		
Area 44					
Repair cupboards					
Restore ceiling			x		
Restore hardware	x		x		
Repair blackboard					
Remove substandard shelves by blackboard	x		x		
Area 44a					
Restore door					
Restore louvre fitting					
Area 46					
Repair ply					
Repair cupboards					
Restore ceiling			x		
Restore hardware	x		x		
Area 48					
Restore water heater					
Restore door hardware	x		x		
Area 49					
Restore ceiling					
Restore hardware	x				
Restore taps	x				
Area 50					
Restore hardware					
Refit clashing strip to door	x				
Area 52					
Repair cupboards					
Repair podium nosing					
Repair sash	x		x		
Restore hardware	x				
Area 54					
Repair cupboards					
Restore ceiling					
Restore hardware	x		x		

J P K



AGREED PHASING OF WORK TO BE COMPLETED BY

6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK B (continued)					
STRUCTURAL					
Strengthen building to MWD standards					
MECHANICAL					
Remove all heating equipment and install a system to state school standards					
ELECTRICAL					
Upgrade all lighting to state school standards					
FIRE PROTECTION					
Egress					
Ground Floor					
Adjust smoke stop doors at first floor landings where they have dropped 25mm measured at top rail, replace damaged hinges and remove devices for holding doors open					
Area 21 at Block C junction					
Repair or replace damaged door closer on one leaf of smoke stop doors and remove devices holding doors open					
Area 22					
Adjust and realign secondary egress doors to open freely.					
Adjust drapes so that door is not obscured					
Area 23					
Adjust self closers on smoke stop doors and remove devices holding doors open					
First floor					
Area 23					
Repair smoke stop doors so that the gap between the meeting stiles does not exceed 4mm. Remove devices for molding doors open					
Area 28					
Repair smoke stop doors to reduce the gap at top and bottom rails and meeting stiles does not exceed 4mm. Remove devices for holding doors open					

JPK

AGREED PHASING OF WORK TO BE COMPLETED BY

6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK B					
FIRE PROTECTION (continued)					
Second floor					
Area 23					
Repair dropped door, remove devices for holding doors open and adjust so that when closed no gap exceeds 4mm.	x				
Area 28					
Repair and adjust smoke stop doors so that when closed no gap exceeds 4mm	x				
Extinguishing equipment					
Area 43					
Replace damaged hose reel door	x				
Fire Alarms					
Tune all bells for maximum sounding	x				
Replace damaged manual call point unit in area 36	x				
Fire Hazards					
Areas 22, 27, 31, 39, 41, 44 and 46					
Provide an air gap of 100mm between storage heaters and walls	x				
Area 22					
Shorten window drapes to provide 100mm clearance from heaters	x				
Area 26					
Remove portable electric heater	x				
Provide fire resistant lining beneath rangette with air gap of 25mm	x				
Areas 27, 29, 41, 44, 46, 52 and 54					
Remove accumulation of paper wedged between heaters and wall	x				
Area 29					
Remove mass of paper and combustible debris scattered over floor	x				
Area 37					
Repair two damaged heaters	x				
Area 44					
Remove portable electric heater	x				

J.P.I.

AGREED PHASES OF WORK TO BE COMPLETED BY:

	6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK B FIRE PROTECTION Fire Hazards (continued) Area 44a Tidy up books and papers scattered on floor and shelves. Stack books on shelves and remove all loose paper.	x					
Area 54 Repair damaged heater	x					
BLOCK C Exterior Seal top of brickwork and pier to stop mould growth on west wall Repair spouting and flashing at junction of chapel and area 95 Repair leaking exhaust pipes on roof and fit adequate bracing Straighten downpipe adjacent to gymnasium door and fit protective cover up to 2 metres high Repair gymnasium window panels Repair tuckshop slides Repair toilet door sheathing and furniture Repair butynol parapet capping between Blocks B and C		x x x x x		x x x		
Interior Area 58 Repair leak		x				
Area 59 Fit threshold strip		x				
Area 61 Secure threshold strip		x				
Area 62 Replace broken glass		x				
Area 64 Replace carpet		x				

PP

x

AGREED PHASING OF WORK TO BE COMPLETED BY:

BLOCK C	6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Interior (continued)						
Area 65						
Repair notice boards						
Clean down and paint cement plaster						
Repair edging of hose reel cabinet		x			x	
Area 72						
Recase water heater		x			x	
Area 75						
Replace cracked handbasin		x				
Replace broken taps		x				
Replace trim to panelling		x				
Replace door furniture		x				
Restore window cords		x				
Clean all floors	x					
Service all flushing units	x					
Area 77						
Restore shower		x				
Restore shower controls		x				
Restore laminated wall linings		x				
Restore window cords		x				
Replace chrome rail with galvanised rail		x				
Area 78						
Repair ceiling						
Repair window gear						
Replace mirrors		x			x	
Restore H and C hooks						
Repair walls						
Paint cement plaster wall						
Provide fixed open ventilation						
Restore thermostat						
Restore floor where wall removed		x				
Restore cupboards						
Fit metal threshold		x			x	
Area 79						
Repair cupboards						
Restore handles		x				

JPA

AGREED PHASES OF WORK TO BE COMPLETED BY:

BLOCK C	6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Interior (continued)						
Areas 83 and 84						
Replace carpet						
Area 88						
Restore front to stage						
Restore threshold to stage						
Restore vinyl wall lining						
Restore window fasteners						
Repair ceiling lining						
Repair corridor door						
Area 95						
Finish woodwork						
Complete painting						
Ease windows						
Area 96						
Paint uncompleted work						
STRUCTURAL						
Remove wing wall at entry						
Safeguard infill walls in girls toilets						
MECHANICAL						
Remove all heating equipment and install a system to state school standards						
ELECTRICAL						
Areas 57, 65, 66, 70, 86 and 95						
Upgrade lighting to state school standards						
Areas 63, 64, 68 and 84						
Upgrade lighting to state school standards						
Area 75						
Restore lighting and vandalproof						
Area 78						
Tidy up wiring						

JAL

AGREED PHASING OF WORK TO BE COMPLETED BY:

BLOCK C (continued)	6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
	FIRE PROTECTION					
Area 88						
Provide secondary egress from mezzanine floors of hall to MWD requirements	x					
Area 87						
Remove padlock, hasp and staple from stage exit door leading to area 65	x					
Repair broken steps and stairs at right-hand of stage	x					
Replace broken EXIT signs above exit doors hall area 85	x					
Replace underside of roof emergency lighting fittings and provide guards to prevent damage	x					
Load test batteries of emergency lighting unit and replace if defective	x					
Recommission disconnected system when damaged fittings are replaced	x					
Replace damaged hardware of egress door leading from hall area to passage area 65 opposite entrance foyer area 70 so that this door can be used as a means of egress	x					
Repair damaged mortice lock of alternative egress door in area 79 so that it can be opened from within	x					
Rehang egress door in area 57 to open in the direction of travel	x					
Extinguishing equipment						
Replace damaged catch on hose reel door in area 79	x					
Fire Alarms						
Repair or replace damaged bell sounder in area 65 near area 77	x					
Fire hazards						
Areas 58, 63, 64, 66 and 68						
Provide 100mm air gap between storage heaters and wall and secure heaters to prevent overheating	x					
Area 59						
Remove all old newspapers, loose papers, empty tea chests and other combustible rubbish	x					
Remove cans of methylated spirits and store in a metal cabinet and bulk supply in dangerous goods store	x					

x p 8

AGREED PHASING OF WORK TO BE COMPLETED BY:

	6.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
BLOCK C						
FIRE PROTECTION						
Fire hazards (continued)						
Area 71						
Provide power outlet adjacent to refrigerator, remove trailing power lead		x				
Place fire resistant material under food warmers		x				
Area 72						
Remove empty cartons and softboard self suspended over range	x					
Area 79						
Remove all combustible rubbish	x					
Area 96						
Secure the flue from the sanitary disposal unit to prevent movement and ensure a minimum clearance of 50mm is maintained from the softboard ceiling	x					
BLOCK D						
Interior						
Area 89						
Replace solid core door		x				
Area 92						
Repair door		x				
Area 94						
Repair softboard under window		x				
STRUCTURAL						
Investigate pile stability and upgrade to MWD requirements if required						
ELECTRICAL						
Fit time clocks to heaters in areas 89 and 94						
FIRE PROTECTION						
Egress						
Area 94						
Replace hardware on secondary egress door	x					

2.12.11