

SUPPLEMENTARY DEED OF AGREEMENT

VERDON COLLEGE, INVERCARGILL

THIS DEED OF AGREEMENT is made on the 27th day of March
Two thousand (2000) 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 By Deed of Agreement bearing date the 29th day of March One thousand nine hundred and eighty three (1983) 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 Verdon College, Invercargill 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 and
 - (3) To replace the First and Second Schedules with new Schedules, and
 - (4) To Delete the Third Schedule entirely.

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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 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

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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 (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."

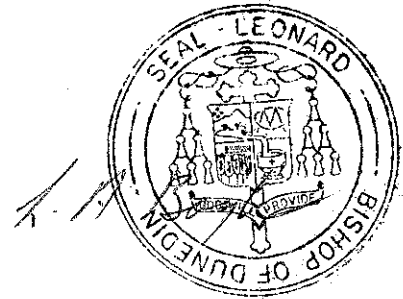
- 3.4. By deleting from **Clause 15** the words "as established by Regulations made under the Education Act 1964" and substituting the words "as established pursuant to the Education Act 1989" therefor.
- 3.5. By adding after the words "Deputy Principal" in the first line of **Clause 18** the words "however described".
- 3.6 By deleting in the first line from **Clause 29** the words "(d) and"
- 3.7. By deleting the **Plan** annexed to the Second Schedule and substituting therefor the Plan attached hereto.
- 3.7.1. By deleting the **First, Second and Third Schedules** to the Deed of Agreement and substituting therefor the **First and Second Schedules** attached hereto.

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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 LEONARD ANTHONY BOYLE
THE ROMAN CATHOLIC BISHOP
OF THE DIOCESE OF DUNEDIN
and sealed with his seal of office



in the presence of:

Pat Lee
Secretary
38 Tweed St
Roslyn
Dunedin

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

Kathy Phillips

in the presence of:

Warren Henson
Warren Henson
Public Servant
13a Feist Street
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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 know 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 of 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 Part Section 13, Block I, INVERCARGILLHUNDRED

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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).

There is a debt owing by the Proprietor to Her Majesty the Queen acting by
and through the Secretary for Education.

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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 hatched 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.

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