
**DEED OF NOVATION OF
INTEGRATION AGREEMENT
Villa Maria College Christchurch**

Shanahan Law
Barristers & Solicitors
Wellington, New Zealand

DEED dated 23 August
July 2008

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PARTIES

SISTERS OF MERCY (DIOCESE OF CHRISTCHURCH) TRUST BOARD
("Original Proprietor")

VILLA MARIA COLLEGE CHRISTCHURCH LIMITED ("New Proprietor")

HER MAJESTY THE QUEEN acting by and through the **MINISTER OF EDUCATION** ("Minister of Education")

INTRODUCTION

- A. The Original Proprietor and the Minister of Education established Villa Maria College Christchurch ("**School**") as an integrated school by deed of agreement dated 9 October 1981, as varied by supplementary agreements, ("**Integration Agreement**") pursuant to section 7(2) of the Private Schools Conditional Integration Act 1975 ("**Integration Act**").
- B. The Original Proprietor wishes to be released from, and the New Proprietor is willing to assume all of the Original Proprietor's rights, duties and obligations under the Integration Agreement in relation to the School.
- C. The Original Proprietor and the New Proprietor, with the approval of the Minister, now wish to give effect to the change of proprietor by novation of the Integration Agreement.
- D. The Minister of Education is satisfied that the New Proprietor is capable of discharging the responsibilities of the proprietor under the Integration Agreement and Integration Act, including responsibility for supervising, maintaining and preserving the education with a special character provided by the School, as defined in the Integration Agreement.

OPERATIVE PROVISIONS

With effect on and from the Effective Date specified in **clause 6.1**:

1. **NOVATION OF INTEGRATION AGREEMENT**

- 1.1 The New Proprietor is substituted for the Original Proprietor under the Integration Agreement as if the New Proprietor had been an original party as proprietor under the Integration Agreement.
- 1.2 All references in the Integration Agreement to the Original Proprietor in any capacity shall be read and applied as if they were references to the New Proprietor.

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2. RELEASE OF ORIGINAL PROPRIETOR

- 2.1 The Original Proprietor is released from all obligations, duties and responsibilities as proprietor under the Integration Agreement with effect on and from the Effective Date specified in **clause 6.1**.

3. ASSUMPTION OF RIGHTS AND OBLIGATIONS BY NEW PROPRIETOR

- 3.1 The New Proprietor assumes all the obligations, duties and responsibilities of the Original Proprietor and has all the rights and benefits of the Original Proprietor under the Integration Agreement and as prescribed under the Integration Act.
- 3.2 The New Proprietor is responsible for all outstanding obligations, including obligations arising from any acts or omissions by the Original Proprietor in breach of the provisions of the Integration Agreement or Integration Act, as if such obligations, acts or omissions were those of the New Proprietor.

4. TRANSFER OF ORIGINAL PROPRIETOR'S INTEREST

- 4.1 The New Proprietor will, within three months from the Effective Date, procure the transfer or assignment of such rights, interests or entitlements of the Original Proprietor relating to the School property that are necessary to enable the New Proprietor to fulfil its duties, obligations and responsibilities under the Integration Agreement and the Integration Act as a consequence of the novation.
- 4.2 The Original Proprietor will execute any documents or other instruments for the transfer or assignment of such rights, interests or entitlements that are reasonably required by the New Proprietor for the purpose of compliance with **clause 4.1**.

5. MINISTER'S APPROVAL TO NOVATION

- 5.1 The Minister approves the novation of the Integration Agreement subject to the Original Proprietor and New Proprietor complying fully with the provisions of **clause 4**.

6. EFFECTIVE DATE

- 6.1 The effective date of novation is the date on which this deed is signed by all parties ("**Effective Date**").

7. CONFIRMATION OF INTEGRATION AGREEMENT

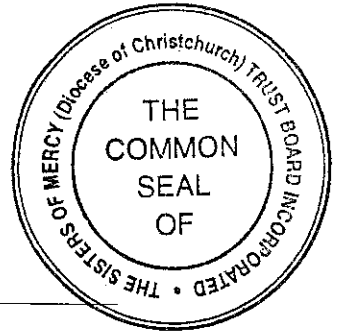
- 7.1 The Integration Agreement is amended by the substitution of the New Proprietor for the Original Proprietor by reason of novation but is confirmed in all other respects.

Ch. C. T.

M. G. L.
X V. M. J. D. S. C.

SIGNED AS A DEED

THE COMMON SEAL OF SISTERS OF MERCY (DIOCESE OF CHRISTCHURCH) TRUST BOARD as the Original Proprietor was affixed in the presence of:



Denise M Fox

Signature of Trustee

DENISE MARCIARET FOX

Mary F Catherwood

Signature of Trustee

MARY F. CATHERWOOD

THE COMMON SEAL OF VILLA MARIA COLLEGE CHRISTCHURCH LIMITED as the New Proprietor was affixed in the presence of:



Virginia Maree Noonan

Signature of Director

VIRGINIA MAREE NOONAN

W. B. O'Keefe

Signature of Director

SIGNED for and on behalf of **HER MAJESTY THE QUEEN** by the **HON CHRIS CARTER**, Minister of Education, in the presence of:

Hon Chris Carter

Hon Chris Carter

Chris Collins

Signature of witness

Chris Collins

Name of witness

Private Secretary

Occupation

Plimmerton

City/town of residence

New Zealand Catholic Education Office

Te Tari Mātauranga Katorika o Aotearoa

4th August 2008

Ministry of Education
National Office
PO Box 1666
WELLINGTON

For: Jan Breakwell
Chief Legal Adviser

SISTERS OF MERCY (DIOCESE OF CHRISTCHURCH) TRUST BOARD – VILLA MARIA COLLEGE CHRISTCHURCH – NOVATION OF INTEGRATION AGREEMENT TO VILLA MARIA COLLEGE CHRISTCHURCH LIMITED

1. We refer to the Ministry's letter dated 23 May 2008 addressed to New Zealand Catholic Education Office headed "McAuley Trust – Regularisation of Proprietorship" and the Ministry's letter of 19 June 2008 to Shanahan Law with regard to the present proposal for change of proprietorship for the five integrated schools. In that letter you advise that under the circumstances, the Minister would agree to the novation on the basis of a written assurance by the New Zealand Catholic Education Office Limited that the criteria specified for a change in proprietorship are met in each case.
2. New Zealand Catholic Education Office Limited following consultation with Villa Maria College Christchurch Limited as the new proprietor, subject to the consent of the Minister of Education in terms of the Novation of the Integration Agreement for Villa Maria College Christchurch advises as follows:

That New Zealand Catholic Education Office Limited assures the Minister of Education that Villa Maria College Christchurch Limited as the new proprietor for Villa Maria College Christchurch is capable of fulfilling the role of proprietor from the Effective Date of novation and in particular that Villa Maria College Christchurch Limited as the new proprietor of Villa Maria College Christchurch has:

- (a) The necessary legal status and authority to enter into the agreement;
- (b) The relevant attributes required to discharge the responsibility for supervising the maintenance of the special character of Villa Maria College Christchurch;
- (c) The ownership or a sufficient legal or equitable interest (or the means to procure ownership or interest) in the land and buildings comprising the integrated school premises for Villa Maria College Christchurch;
- (d) The resources to comply with all other legal and compliance obligations of proprietor for Villa Maria College Christchurch;

- (e) The support of the local community and other persons or stakeholder groups having an interest in Villa Maria College Christchurch (the Minister will consult with such persons or groups if appropriate);

Yours sincerely

A handwritten signature in black ink, appearing to read 'Patrick J Lynch', written over a horizontal line.

Patrick J Lynch
Chief Executive Officer