

# Integration Agreement

## DEED OF AGREEMENT

DATED the 24<sup>th</sup> day of January 2013.

## BETWEEN

1. HER MAJESTY THE QUEEN acting by and through the Minister of Education ("the Minister")
2. WHANGANUI COLLEGE BOARD OF TRUSTEES ("the Proprietor")

## BACKGROUND:

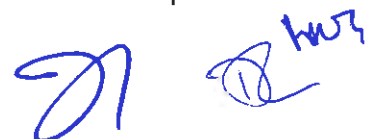
- A The Proprietor intends to integrate Wanganui Collegiate School, Whanganui ("the School").
- B The School is to be a secondary, co-educational School for pupils from Year Nine (9) to Year Thirteen (13) offering Education with a Special Character.
- C The Minister and the Proprietor ("the Parties") have agreed to enter into this Deed of Agreement ("this Deed") pursuant to the Private Schools Conditional Integration Act 1975 ("the Integration Act"), whereby the School is to be established as an integrated state School.
- D The Proprietor is the owner of the Land described in the Second Schedule to this Deed.

## DEFINITIONS

In this Deed , unless the context requires otherwise the parties agree as follows:

"Board of Trustees" means the Board of Trustees of the School being the controlling authority under the Integration Act ;

"Chattels" means all the items which are owned and were used by the Proprietor up to the Effective Date in the teaching and learning of the curriculum at the School whether those items are located in the Integrated School Premises or located in the Non-Integrated School Premises. Chattels shall not include items predominantly used in the boarding houses or those items identified as excluded in the Second



Schedule (being items that are used by the Proprietor in its co-curricula activities);

"Effective Date" shall be 27 January 2013

"Force Majeure Event" means any cause reasonably beyond a party's control including acts of war, epidemics, earthquakes, or other natural disasters or acts of God.

"Integration Act" means the Private Schools Conditional Integration Act 1975 and all amendments or any Act passed in amendment or substitution;

"Minister" includes the current and all future Ministers of Education, or any Minister of the Crown who, under the authority of any warrant or with the authority of the Prime Minister, is responsible for the administration of the Integration Act;

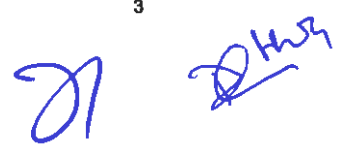
"Parent" for the purposes of this Deed includes the parents of the child or any other persons accepting responsibility for the education of the child;

"School" means Wanganui Collegiate School, Whanganui.

**THIS DEED RECORDS AN AGREEMENT BETWEEN THE PARTIES** as follows:

1. The Minister and the Proprietor agree that on the Effective Date the School is to be an integrated state school pursuant to the Integration Act.
- 2 It is acknowledged and agreed that upon becoming an integrated state school the School will continue to have the right to reflect through the School's teaching, and to conduct the education with, the Special Character of the School as described in clause 5.
- 3 On behalf of the Proprietor it is agreed that:-
  - (a) The Proprietor is the owner of all the land and improvements more particularly described in the First Schedule ("**The Proprietor's land**").
  - (b) On the Proprietor's land for the purposes of this Deed are the following categories of land and improvements:
    - (i) Those areas of land and improvements which are agreed to form part of the integrated School premises as described in the Second Schedule ("**the Integrated School premises**");

- (ii) Those areas of land and existing improvements are agreed will be used exclusively or predominantly by the Board of Trustees for the School's delivery of teaching of the academic curriculum from time to time, pursuant to clauses 3(f)(ii) and 3(g), in addition to the Integrated School premises, as described in the Second Schedule ("**the Non-Integrated School premises**");
  - (iii) The balance areas of the Proprietor's land including without limitation those areas of land and improvements which are from time to time made available for the Special Character pursuant to clause 3(j) or for hostel accommodation and domestic pastoral care and activities pursuant to clause 3(k).
- (c) The Proprietor shall undertake and have completed the works as specified in the Third Schedule, subject to clause 3(d) in respect of the Integrated School premises and, subject to clauses 3(d) and 3(g) in respect of the Non-Integrated School premises.
- (d) The Proprietor shall engage, at its cost, an engineer approved by the Minister to carry out a detailed seismic assessment of the Integrated School premises (excluding the Administration Building for which a detailed seismic assessment has already been carried out) and the Non-Integrated School premises ("**the detailed assessment**") to confirm the NBS rating and any critical structural weakness of each building within 18 months from the Effective Date. The detailed seismic assessment shall be provided to the Minister who shall be entitled, at the Minister's cost, to engage an engineer to carry out a peer review of the detailed assessment. If the detailed seismic assessment as peer reviewed (if applicable) means that, in the reasonable opinion of the parties, changes are required to the Third Schedule works, then the parties shall in good faith negotiate such changes to replace the current Third Schedule works, with such changes to be recorded in a supplementary Deed. The parties record that changes will be considered to the Third Schedule in line with the following agreed position:
  - (i) Any building at 67% NBS or above following the detailed seismic assessment will indicate that any strengthening work for that building specified in the Third Schedule will not be required as Third Schedule works pursuant to clause 3(c);
  - (ii) Any building at less than 67% NBS following the detailed seismic assessment will indicate that strengthening work for that building will be required to be programmed and



carried out in stages on a priority basis with final stages completed by 31 December 2017;

- (iii) Any building found to have a critical structural weakness identified through the detailed seismic assessment, will be required to be strengthened within any recommended earlier timeframe provided by the engineer not later than the timeframe in clause 3(d)(ii);

PROVIDED FURTHER that if at any time following completion of the detailed seismic assessment but before the works are completed, legislative or regulatory changes including without limitation any change in definition of earthquake risk or earthquake prone or timing for the completion of earthquake strengthening works, mean that, in the reasonable opinion of the parties, changes are required to the Third Schedule works, then the parties shall in good faith negotiate such changes to replace the current Third Schedule works. Such changes are to be recorded in a further supplementary Deed.

- (e) The Proprietor shall set apart and appropriate as owner all the Integrated School premises and all the Chattels exclusively for the purposes of the School as an integrated state school, so that the Board of Trustees shall have the exclusive right to the possession and use of the Integrated School premises and Chattels AND, subject to clauses 3(f)(ii) and clauses 3(g), the Proprietor shall set apart and appropriate as owner all the Non-Integrated School premises exclusively for the purposes of the School as an integrated state school, so that the Board of Trustees shall have the exclusive right to the possession and use of the Non-Integrated School premises,

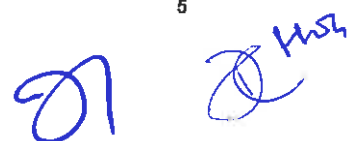
**PROVIDED THAT**

- (i) At the request of the Proprietor the Board of Trustees may, subject to section 40A of the Integration Act grant the use of the Integrated School premises and the Chattels to the Proprietor or other person or persons at any time when the Integrated 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) At the request of the Proprietor the Board of Trustees may, subject to section 40A of the Integration Act grant the use of the Non-Integrated School premises to the Proprietor or other person or persons at any time when



the Non-Integrated School premises is not required for School purposes and the Board of Trustees shall not unreasonably or arbitrarily withhold its consent. The Board of Trustees are not entitled to require the Proprietor or such other person or persons to pay a reasonable fee to the Board of Trustees as a condition of such use.

- (iii) The parties acknowledge with the consent of the Proprietor, the Board of Trustees may, subject to section 40A of the Integration Act, grant the use of the Integrated School premises and Chattels to other person or persons at any time when the Integrated 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 such Board of Trustees as a condition of such use.
  - (iv) The parties acknowledge with the consent of the Proprietor, the Board of Trustees may, subject to section 40A of the Integration Act, grant the use of the Non-Integrated School premises to other person or persons at any time when the Non-Integrated School premises is 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 such Board of Trustees as a condition of such use and the Board of Trustees shall account to the Proprietor for any such fee received in respect of the Non-Integrated School premises.
- (f) The Proprietor shall, in respect of the Non-Integrated School premises:
- (i) Not be entitled to charge any fee, rent or other related charges to the Board of Trustees in respect of the Board of Trustees' use of the Non-Integrated School premises;
  - (ii) Be entitled to:
    - A. Temporarily restrict access to any part of the Non-Integrated School premises by the Board of Trustees provided that adequate temporary accommodation, in the reasonable opinion of the Board of Trustees, is made available for use by the School;

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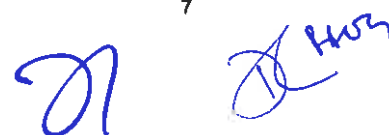
B. Permanently make any part of the Non-Integrated School premises unavailable to the Board of Trustees pursuant to clause 3(g) below.

- (g) If the Proprietor wishes to permanently make any part of the Non-Integrated School premises unavailable to the Board of Trustees for use by the School, then:
- (i) The Proprietor shall first consult with the Board of Trustees regarding the rationalising, availability, and modification, where required, of other Non-Integrated School premises or Integrated School premises replacement space; and
  - (ii) The Proprietor and the Board of Trustees, with the consent of the Ministry of Education, shall agree on any modification work required for other Non-Integrated School premises or Integrated School premises replacement space including agreement regarding any sharing of costs for any such modification work and implement such work; and
  - (iii) From the date that any part of the Non-Integrated School premises is made permanently unavailable to the Board of Trustees for use by the School in accordance with this clause 3(g), any strengthening work for that building specified in the Third Schedule will not be required as Third Schedule works pursuant to clause 3(c).
- (h) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the Integrated School premises and Non-Integrated School premises.
- (i) 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 Integration Act.
- (j) 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 or Non-Integrated School premises in terms of this Deed, are regarded by the Proprietor as appropriate to maintain the Special Character of the School. For the avoidance of doubt, nothing in this Deed imposes any responsibility on the Minister in respect of the provision of any such land, buildings and associated facilities used to maintain the Special Character of the School. The Proprietor shall continue to have sole responsibility for



ensuring that such Special Character buildings and associated facilities comply with all legislation and regulatory requirements.

- (k) The Proprietor may, in conjunction with the Board of Trustees, make provision for the accommodation of pupils living away from home. For the avoidance of doubt, nothing in this Deed imposes any responsibility on the Minister in respect of the provision of such accommodation. The Proprietor shall continue to have sole responsibility for ensuring that such accommodation complies with all legislation and regulatory requirements including without limitation any policy requirements from time to time in respect of such School hostel accommodation as is required for a comparable non-integrated state school.
  - (l) The Proprietor shall insure all the buildings forming part of the Integrated School premises and the Non-Integrated 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 reputable insurance office, and further acknowledges the obligation on the Proprietor created by section 40(2)(h) of the Integration Act.
  - (m) No person employed at the School and paid for his/her services in whole or in part out of moneys appropriated by Parliament ("Staff"), shall be paid by the Proprietor or its servants or agents any remuneration additional to that provided for by the Integration Act 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 non-integrated state school. For the avoidance of doubt, nothing in this clause shall preclude the Proprietor from employing Staff who do not hold a full time equivalent position in the School to carry out paid pastoral duties in the boarding houses or in its Special Character offering on the Proprietor's standard employment conditions for such duties or offering.
4. The land and buildings constituting the Integrated School premises and the Non-Integrated 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 Special Character of the School is that it is an Anglican 7 – day residential co-educational boarding school for students established as a consequence of a certain Crown Grant dated 13 October 1852 whereby the Governor of New Zealand granted to the Bishop of New Zealand certain lands for the education of children of Her Majesty's

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subjects of all races, and of children of other poor and destitute persons being inhabitants of islands in the Pacific Ocean. The Special Character is specifically stated to be:

*"With the Anglican Church as its source of strength, Wanganui Collegiate School endeavours to ensure that Christian faith and values enrich the everyday lives of staff, students and the School community, and that students take those qualities with them to influence them for the rest of their lives.*

*"That these values include vitality, compassion and self - discipline.*

*"That these values are instilled in the students through a quality school environment provided through every house, classroom and recreational pursuit, but are particularly supported through regular worship in Chapel, assembly, and boarding house.*

*"That the School has an appointed Chaplain dedicated to the spiritual goal of the school, who is supported by a headmaster, or headmistress as the case may be, who is obliged to be sympathetic and supportive of the Anglican Church and its principles. All staff are required to be sympathetic to, and support, the Anglican Church foundation of the School.*

*"Wanganui Collegiate, through its history and evolvement, has applied these values (and created enduring traditions) through the provision of the 7-day boarding house model requiring community of service and obligation. The boarding delivery of these values is an essential and indivisible part of the operational life and character of the School, and is formative in the development of its students as persons who will make the fullest contribution to those communities they will, in future, serve. Within this boarding model, the School caters for a proportion of day students who are required to partake wheresoever possible, a fullest part in the boarding-house life of all students.*

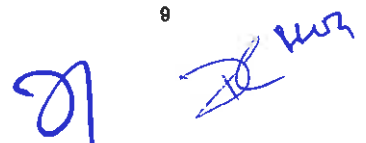
*"The School conducts in each year five full School (staff, students and their families) weekends known as "Collegiate Weekends" when the full School community shares, over both Saturday and Sunday of those weekends, various religious observances, pastoral, educational, co-curricula and sporting activities.*

*"The School will meet the requirements of the Education Act 1989 as to the length of the school year and half day requirements prescribed by the Minister of Education and may open on Saturday mornings for instruction, but correspondingly*



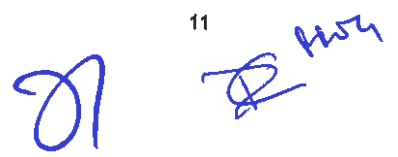
*the School may not be open for instruction on a Wednesday afternoon.*

6. The Proprietor of the School subject to the provisions of this Deed:-
  - (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;
  - (c) May invoke the powers conferred upon the Proprietor by the Integration Act, if in the opinion of the Proprietor the Special Character of the School as defined and described in this Deed 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 is no longer preserved and safeguarded.
7.
  - (a) The Board of Trustees constituted pursuant to Part IX of the Education Act 1989, shall be the controlling authority of the School.
  - (b) The parties acknowledge that the Board of Trustees is required under section 25(6) of the Integration Act, to make provision for adequate consultation with the Proprietor, in terms of the Proprietor's rights and responsibilities under section 3 of that Act.
  - (c) The Board of Trustees shall be deemed to have been dissolved upon cancellation of this Deed or closure of the School under the Integration Act.
8.
  - (a) It is agreed by and between the parties that the maximum roll of the School shall be 430 being made up of 150 day students and 280 boarders (which numbers do not include international students).
  - (b) The Proprietor may apply to the Minister for an increase to the maximum roll, such application to be considered by the Minister in the Minister's absolute discretion.
9. The Proprietor agrees that pursuant to clause 3(d) of this Deed, the Proprietor 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 non-integrated state school.



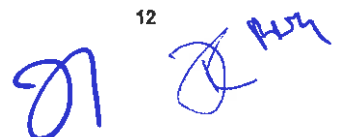
10. (a) Preference of enrolment at the School under section 29(1) of the Integration Act shall be given only to those children whose parents, in the Proprietor's opinion, have established a particular or general religious connection with the Special Character of the School. Both parties express their common understanding and mutual expectation that the Board of Trustees will conduct enrolment procedures in accordance with section 29 of the Integration Act.
- (b) In accordance with section 7(6)(h) of the Integration Act, unless the Proprietor and the Secretary 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 Integration Act shall be limited to 7% percent of the maximum roll and the Board shall not enrol more than that number.
11. It is agreed by and between the parties 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 Proprietor shall continue to form part of the School programme in accordance with sections 31 and 32 of the Integration Act.
12. The Proprietor, together with its servants, agents and licensees shall, subject to the proviso to section 40(2)(i) of the Integration Act, 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 the Proprietor to exercise the powers and carry out the responsibilities vested in the Proprietor and imposed on the Proprietor by the Integration Act and by this Deed.
14. An advertisement for the position of Principal of the School shall in accordance with section 65(1)(a) of the Integration Act 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. It is acknowledged that in respect of the School and this Deed the position of Principal described in this clause may be named as the "Headmaster", or the "Headmistress" (as the case may be).

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 Integration Act which position shall be a position of responsibility and part of the normal staffing entitlement of the School as established pursuant to the Education Act 1989. An advertisement for the position of Director of Religious Studies 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 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 number of other teaching positions which, in accordance with section 65(1)(c) of the Integration Act shall be positions of importance carrying a responsibility for religious instruction shall be up to 7 positions excluding Principal and Director of Religious Studies. Any advertisement for those (tagged) positions shall state 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 appointed to these positions shall accept these requirements as a condition of appointment.
18. The parties to this Deed acknowledge that the School shall be entitled to funding for staffing incentives on the same basis as an equivalent non-integrated state school. For the avoidance of doubt, this means that where the Board of Trustees is unable to fill a position of importance carrying a responsibility for religious instruction solely because there are no candidates suitably qualified to provide religious instruction, then the Board of Trustees will not be eligible for any additional funding for staffing or recruitment incentives.
19. It is agreed by the parties 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 Integration Act shall apply.
20. Notwithstanding anything contained in this Deed, the parties acknowledge that Part 10 of the Education Act 1989 applies to any person employed in a teaching position at the school.
21. The Proprietor shall have the right to enter into an agreement with the parents of a child providing that, as a condition of enrolment and attendance of that child at the School, the parents shall pay attendance

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dues established in respect of the School or group of Integrated Schools owned by the Proprietor 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 Integration Act.

22. The School is a co-educational Year nine to Year thirteen Anglican Boarding School.
23. Where any of the operational costs associated with the conduct of the Proprietor's land and buildings that are not part of the Integrated School premises cannot be separated from the costs associated with the operation of the Integrated School premises, the Proprietor may make arrangements with the Board of Trustees to the sharing of such operational costs according to their respective use of the services and facilities.
24. The Minister shall, subject to clauses 3(c), 3(i) and 25 of this Deed, after the Effective Date, maintain the Integrated School premises and the associated facilities in a state of repair order and condition as for a comparable non-integrated state school and provide for the maintenance of the Chattels as though the School were a non-integrated state school. The School shall be entitled to such furniture and equipment as the Minister supplies from time to time to comparable non-integrated state schools.
25. The parties acknowledge that the obligation on the Minister in clause 24 to maintain the Integrated School premises shall be discharged in full as follows:
  - (a) The Minister shall fund the Board of Trustees to carry out a certain part of the maintenance of the Integrated School premises, such funding obligation to be at the level and on the basis of a comparable non-integrated state school;
  - (b) Subject to clause 25(g), the Minister shall after the Effective Date, pay to the Proprietor in each year the Sum calculated in accordance with the Fourth Schedule. Such Sum may be paid to the Proprietor in instalments on the same dates as the Minister provides operations funding to the Board of Trustees and the obligations in clause 24 shall be deemed to be discharged at the time that all the instalments of the Sum are paid in each year.
  - (c) The Minister shall be under no obligation to pay any further amount for maintenance of the Integrated School premises to the Proprietor or to undertake any maintenance other than pursuant to this clause 25.




- (d) The Proprietor must on receipt of the Sum in each year undertake the maintenance of that part of the Integrated School premises not required to be undertaken by the Board of Trustees during the course of that year to the standard to which the Crown maintains comparable state schools.
- (e) The Sum shall be applied by the Proprietor to meet the obligation in clause 25(d). After the obligation in clause 25(d) has been met in full and if there is a balance of the Sum remaining, the Proprietor may apply the balance in the following order:
  - (i) First, to capital works or other purposes directly related to the School in respect of Integrated School premises;
  - (ii) Secondly, to maintenance, capital works or other purposes directly related to any other integrated school premises (if any) of the Proprietor's.
- (f) The Minister may, by notice to the Proprietor, require the Proprietor to supply to the Minister any information including but not limited to accounting or banking records in the possession or control of the Proprietor (whether stored on electronic media or otherwise) relating to the performance of the Proprietor's obligations under clause 25. The Minister shall be entitled to make and retain copies of any information supplied to the Minister in accordance with this subclause.
- (g) Neither party will be liable for any act, omission, or failure to fulfil its obligations under this clause, if such act, omission or failure arises from Force Majeure Event").
- (h) Notwithstanding clause 25(g), if in any year Parliament has not appropriated sufficient public money to enable the Minister to meet the Minister's obligations to all the proprietors of integrated schools with whom the Minister has entered into a Deed of Agreement or Supplement Agreement in the same (or similar) terms to this Deed, the Minister shall not be required to pay the instalments of the Sum from that point onward until an appropriation is made which enables the payment of the Sum to be recommenced. In that event the Minister shall only be required to pay the instalments of the Sum due from the date on which that appropriation is made.
- (i) If the Sum is not paid as a result of clause 25(h), the Minister's obligations under clause 24 to the Proprietor to maintain the School premises, from the point that Parliament decides not to appropriate the monies until an appropriation is made which enables the payment of the Sum to be recommenced, will not be



discharged and the Minister will be required to perform those obligations as if this clause 25 did not apply.

26. The Proprietor shall not assign, nor take any steps in preparation of an assignment of, all or any of its obligations under this Deed unless it has first obtained the prior written consent of the Minister.
27. The parties acknowledge and agree that the Proprietor is not an agent of the Minister or of the Ministry of Education and may not represent itself by its servants or agents or otherwise that it is an agent of the Minister or of the Ministry of Education.
28. The Minister and the Proprietor shall act in good faith to each other in respect of any dealings or matters under or in connection with this Deed.
29. All notices which are required to be sent under this Deed shall be in writing and sent to the address for notifications in accordance with the following clause unless otherwise agreed between parties
  - (a) All notices to the Minister shall be sent to The Group Manager, Education, Curriculum and Performance, Ministry of Education, PO Box 1666, Wellington, facsimile (04) 463 8252.
  - (b) All notices to be sent to the Proprietor shall be sent to The Chairman, The Whanganui College Board of Trustees, Private Bag 3002, Wanganui 4540





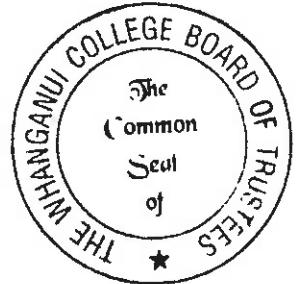
**EXECUTION**

**SIGNED UNDER THE COMMON SEAL OF THE WHANGANUI  
COLLEGE BOARD OF TRUSTEES in the presence of**

*[Signature]* Deputy *[Signature]*  
.....Chairman

*[Signature]*  
.....Deputy Chairman

(Signature)



**SIGNED for and on behalf of HER MAJESTY THE QUEEN by**

\_\_\_\_\_  
*[Signature: Heke Parata]*  
**HEKIA PARATA**  
Minister of Education, Wellington

in the presence of:-

Signature: *[Signature]*

Name: *Don Cowling*

Occupation: *Private Secretary (Education)*

Ordinary place of Residence: *Wellington*

*[Handwritten initials]*

## **FIRST SCHEDULE**

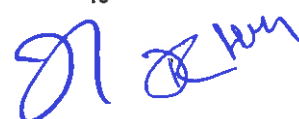
Description of total land, buildings and other improvements comprising the Proprietor's land, of which the School premises form part

### **The Proprietor's Land**

All that land, buildings and other improvements owned by the **WHANGANUI COLLEGE BOARD OF TRUSTEES** situated at Liverpool and Grey Streets, Wanganui, being known as Wanganui Collegiate School, and being more particularly described as follows and delineated in bold black on the plan forming part of the **Second Schedule**.

All those freehold parcels of land containing:

- (i) 15.2295 hectares more or less comprising Part Wanganui Industrial School Reserve and Part Lot 2B, 3B Deeds Plan 73 and Lot 5B, 7B Deeds Plan 73 and Part Lot 8B Deeds Plan 73 comprised in Computer Freehold Register 573222 (limited as to parcels) Wellington Registry
- (ii) 3418sq m more or less being Lot 2 DP 446717 comprised in Computer Freehold Register 563007
- (iii) 5.9274 ha more or less being part of Lot 3 DP 446717 being part of the land comprised in Computer Freehold Register 564990 but not including the land shown as lot 1 on LT Plan 456834



## **SECOND SCHEDULE**

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

### **The Integrated School Premises:**

All that part of the Proprietor's land as described in the **First Schedule**, delineated in red on the annexed plan of the Proprietor's land, which forms part of this Schedule, **TOGETHER WITH** the School buildings and other improvements shown in green on the annexed plan.

Description of land, buildings and other improvements comprising the Non-Integrated School premises

### **The Non-Integrated School Premises:**

All that part of the Proprietor's land as described in the **First Schedule**, delineated in blue on the annexed plan of the Proprietor's land, which forms part of this Schedule, **TOGETHER WITH** the School buildings and other improvements shown in yellow on the annexed plan.

### **Excluded Chattels**

All rowing plant

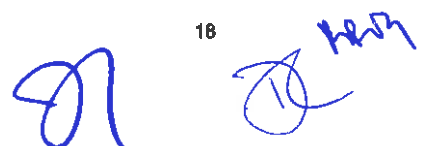
All yachting plant

All plant owned by the Proprietor and used primarily in its Aramea (outdoor pursuits) programme

### **THIRD SCHEDULE**

#### **Works to be carried out by the Proprietor in relation to the School**

The works in the attached spreadsheet are to be planned, executed and paid for by the Proprietor subject to the provisions of this Schedule in relation to the Integrated School premises (buildings and associated facilities) and to the Non-Integrated School premises (buildings and associated facilities), both as defined in this Deed, and constructed to meet minimum standards of a comparable state school. All work is to be carried out by a competent tradesperson in a workmanlike manner to comply with all the relevant New Zealand building codes, statutory requirements, and Territorial Local Authority and Ministry of Education standards.

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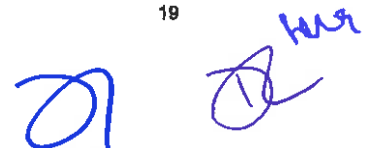
#### FOURTH SCHEDULE

1. The Sum will be calculated on or before 1 January of each year in accordance with the following:

$$\frac{V \times r \times R}{S} + \text{GST} = \text{the Sum}$$

Where:

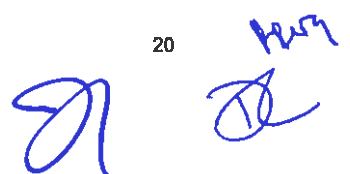
- (a) The depreciated value (or net carrying value) of the buildings comprising the Integrated School premises as shown in the most recent Ministry of Education Annual Report (V) is multiplied by the Depreciation Rate (r).
  - (b) The figure thus obtained is divided by the total number of students enrolled in state schools as determined by the most recent actual rolls used for the purposes of operations funding in the year preceding that for which sum is being calculated (S), to give a per student amount.
  - (c) The per student amount is then multiplied by the number of students enrolled in the School as determined by the most recent actual roll used for the purposes of operations funding in the year preceding that for which the sum is being calculated (R) (which number must not exceed the maximum roll provided for in this Deed).
  - (d) Goods and Services Tax is then added to this figure (GST).
2. If it is not possible by 1 January in any year to calculate the Sum in accordance with paragraph 1 by using numbers and/or values from the immediately preceding year, the Sum shall be the Sum for that preceding year (hereafter referred to as the "Deemed Sum").
  3. If paragraph 2 applies and if the Deemed Sum has been paid in whole or in part in accordance with clause the Minister shall calculate the Sum as soon as numbers and/or values are available for the preceding year in accordance with clause 1 (the sum so calculated being referred to hereafter as "the Revised Sum").
  4. Subject to the provisions of paragraph 5, in the event that the Revised Sum is more than the Deemed Sum the Minister shall pay the amount of that difference. If the Deemed Sum is more than the Revised Sum the Proprietor shall pay to the Minister the amount of that difference. In either case the payment will be taken into account in the instalments of the Sum paid in accordance with clause .
  5. If the Minister has in any year and for any reason paid the Proprietor more than the Proprietor is entitled to be paid under this Deed, the

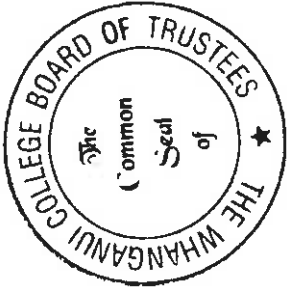




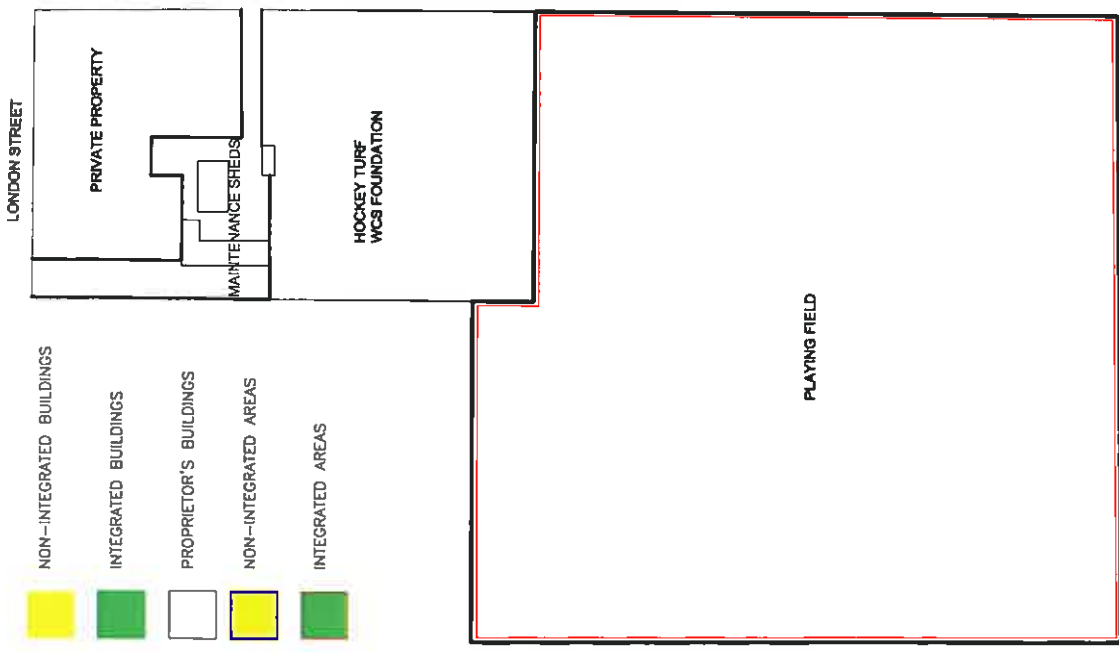
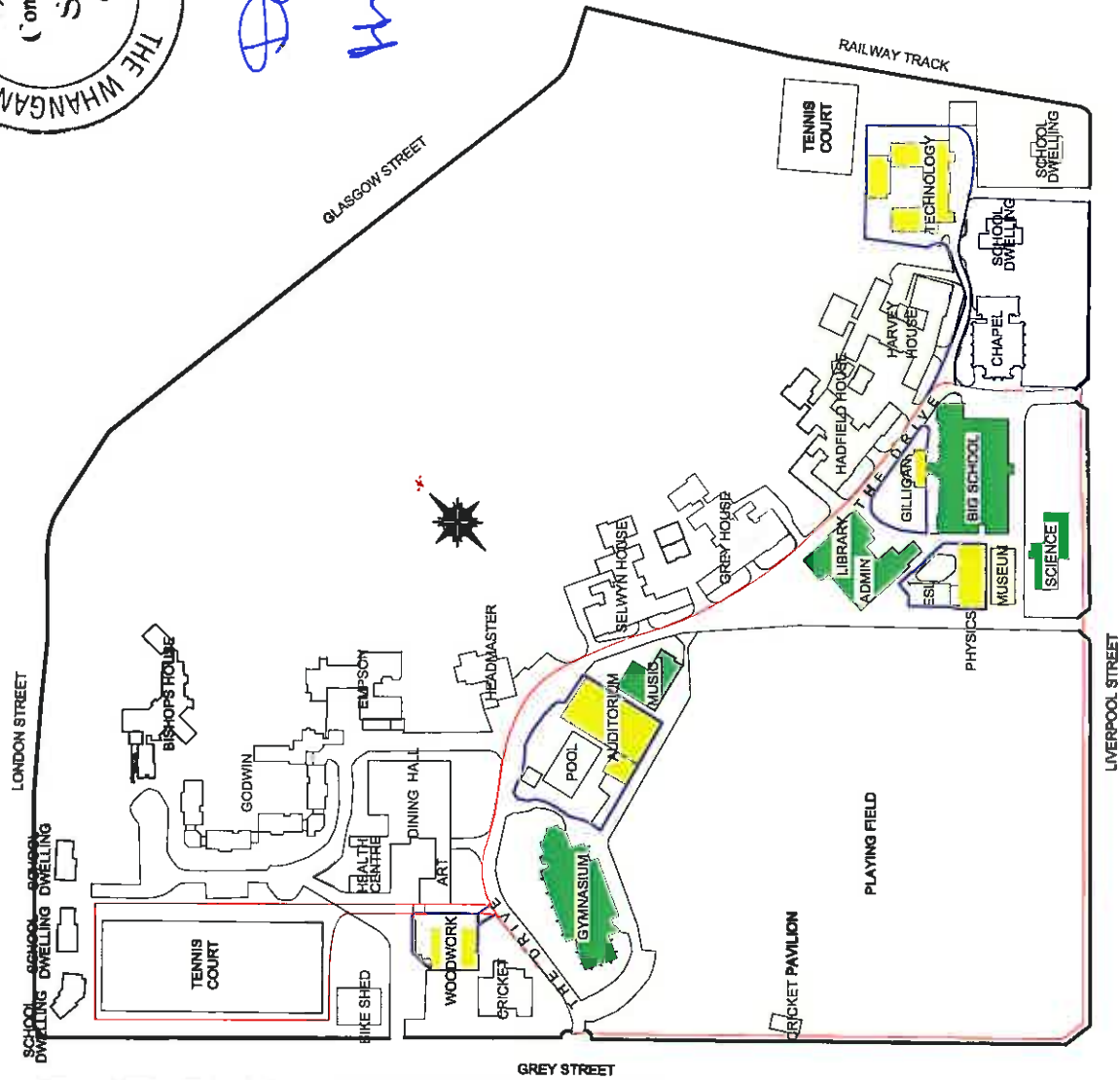
Minister may at the Minister's election recover the overpayment by deducting it from any instalments of the Sum payable, in the current or any future year or years.

6. As the Effective Date is later than 1 January then in the first year the Sum shall be deemed to be the amount of the remaining instalments of the Sum, calculated in accordance with this Fourth Schedule for the whole year, payable for the period from the Effective Date to the end of that year.

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*Handwritten signature in blue ink.*



- NON-INTEGRATED BUILDINGS
- INTEGRATED BUILDINGS
- PROPRIETOR'S BUILDINGS
- NON-INTEGRATED AREAS
- INTEGRATED AREAS

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# WANGANUI COLLEGIATE SCHOOL : INTEGRATED CAMPUS 2013

SCALE A3 1:2000



# Wanganui Collegiate School

Year 9 to 13, Anglican, Co-Educational Boarding and Day School



Academic Excellence  
Sporting Achievement  
Cultural Enrichment  
Christian Fellowship  
Lifelong Friendships

## Whanganui College Board of Trustees (WCBOT) Teleconference

January 16 2013, 8.00pm

**Present:** Brodie Stevens (Acting Chairman), Ralph Goodwin (Deputy Chairman), Dave Cole (Deputy Chairman), Tam Jex-Blake, Elizabeth Body, Alison Seifert, Richard Redmayne, Bret Butler, Tony Hunt, Craig Tylee.

**In Attendance:** Michael Lee

**Apologies:** Clayton Stent, John Fisk, Kim Ellis

1). An update was given by various Trustees regarding progress on the negotiation of the Deed of Integration between the Ministry of Education and the Whanganui College Board of Trustees.

The Acting Chairman tabled the following resolution.

### Resolution:

That the Whanganui College Board of Trustees entered into the Deed of Integration with the Minister of Education in the documents circulated via email. Sender Valerie Bland, Ministry of Education 16th January 2013 5.50pm, files 20130116172411811 and 20130116171150707.

**Moved:** Tam Jex-Blake

**Seconded:** Ralph Goodwin

The resolution was passed unanimously.

2). The Acting Chairman stated that the Ministry of Education required the Deed of Integration to be signed under seal with two signatures. Due to the logistics to meet the Ministry's deadline of receiving the signed document the following resolution was tabled.

### Resolution:

That the Deputy Chairs: Dave Cole and Ralph Goodwin will sign the Deed of Integration.

**Moved:** Tam Jex-Blake

**Seconded:** Bret Butler

The resolution was passed unanimously.

Meeting ended 8.45pm

The above is a true record of the teleconference meeting of the Whanganui College Board of Trustees.

Dated 16 January 2013

John Brodie Stevens  
Acting Chairman WCBOT



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Occurring under the authority of THE WHANGANUI COLLEGE BOARD of TRUSTEES Chartered Act Reg. No. C198358