

SUPPLEMENTARY DEED OF AGREEMENT

WESLEY COLLEGE

THIS DEED OF AGREEMENT is made on the *eighth* day of *November* One Thousand nine hundred and ninety four (1994) BETWEEN THE WESLEY COLLEGE TRUST BOARD, formerly THE BOARD OF THE WESLEY TRAINING COLLEGE, being a body corporate in terms of Section 3 of the Methodist Charitable and Educational Trust Act 1911 (hereinafter with its 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 30th November 1976 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 Wesley College 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.
  - (2) To delete "The Third Schedule".

NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS HEREBY  
COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO  
AS FOLLOWS:

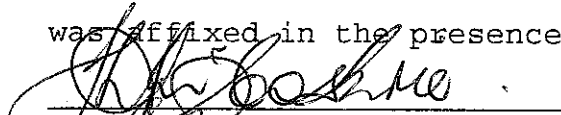
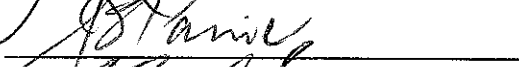
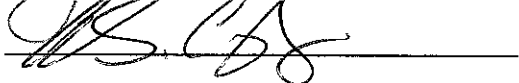
1. THAT any reference to the Board of Governors, the Board or the controlling authority shall be deemed to be a reference to the Board of Trustees.
  
2. THAT any reference to the Director General or the Regional Superintendent of Education shall be deemed to be a reference to the Secretary of Education.
  
3. THAT the Integration Agreement be amended as follows:
  - 3.1 By deleting clause 2(d).
  - 3.2 By deleting the reference to paragraph (d) in Clause 2(j).
  - 3.3 By deleting the existing clause 5 and replacing it with the following:
    - "5 (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. "
  - 3.4 By deleting from Clause 15 the words "variations from standard patterns of organisation".
  - 3.5 By deleting from Clause 15 "in terms of the Education Act" and substituting the words "as established pursuant to the Education Act 1989" thereof.

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 others respects the Deed of Agreement is confirmed.

IN WITNESS WHEREOF these presents have been executed the day and the year first hereinbefore written.

The Common Seal of THE WESLEY COLLEGE TRUST BOARD

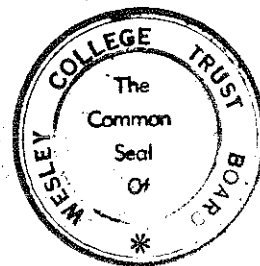
was affixed in the presence of:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Chairperson

Member

Member



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



in the presence of:

Judith Manchester  
53 Creswick Terrace  
Wellington 5