

DEED OF INTEGRATION

THIS DEED is made the 22nd day of December 1998

BETWEEN **Woodford House Trust Board** an incorporated body under the provisions of the Religious, Charitable and Educational Trusts Act 1908. ("the Proprietor")

AND **Her Majesty The Queen** acting by and through the Minister of Education ("the Minister").

BACKGROUND

- A The Proprietor is the owner of Woodford House ("the School").
- B The Minister and the Proprietor have agreed to the integration of the School pursuant to Section 7(2) of the Private Schools Conditional Integration Act 1975 ("the Act").
- C The School was founded in 1894 and has continued since then as a Form 1 to Form 7 secondary school offering day and boarding education with a Special Character.

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NOW THIS DEED WITNESSES AND IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

- Agreement** 1 The Minister and the Proprietor agree that the School is to become an Integrated secondary school pursuant to the Act catering for students from Year 7 to 13.
- Board of Trustees** 2 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. (hereinafter called "the Board")
- Proprietor's Land & Premises** 3 The Proprietor is the owner of all the land described in the **First Schedule** hereto and the improvements thereon. ("the Proprietor's land")
- Integrated School Premises** 4 The Integrated School premises for the purposes of this Deed of Agreement are the land and improvements more particularly described in the **Second Schedule** and are hereinafter referred to as "the School premises."
- Use of School Premises** 5 The Proprietor agrees to set apart and appropriate as owner, all of the School premises identified on the plan attached in the **Second Schedule**, and all chattels and assets associated with the School premises, exclusively for the purposes of the School as an integrated school and further agrees that the Board shall have the exclusive right of possession and use of the School premises and all chattels and other assets associated with the School.
- School Premises Proprietor's Use** 6 The School premises and all chattels and other assets associated therewith shall be available for use by the Proprietor, the staff employed by the Proprietor and day and boarding students when these are not required for School purposes provided that the Proprietor shall contribute to the utility costs according to such use.
- School Premises External Use** 7 With the consent of the Proprietor, the Board may grant the use of the School premises and all chattels and other assets associated therewith to any other person or persons at any time when the School premises are not required for School purposes providing that such use does not conflict with the maintenance of the special character of the School. The Proprietor may require a portion of the fee charged. The Board may require such person or persons to pay a reasonable fee to the Board as a condition of such use and may return a portion of that fee to the Proprietor.
- Proprietor's Debt** 8 The Proprietor shall be responsible for all mortgages, liens and other charges upon the School premises.
- Upgrading Buildings** 9 The Proprietor, pursuant to Section 40 (2)(c) of the Act, shall plan, pay for and execute the improvements described in the **Third Schedule**, 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 shall be carried out in accordance with the dates specified against such improvements in the **Third Schedule** or such other dates or other

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modifications as may be agreed from time to time between the Minister and the Proprietor. The Proprietor shall, upon completion of any improvements to electrical services described in the **Third Schedule**, arrange for the inspection of the School premises in terms of the Regulations currently in force at the time.

- 10 The Proprietor shall plan, execute and pay for such capital works and associated facilities as may be approved or required from time to time by the Minister pursuant to Section 40 (2)(d) of the Act in order to maintain the school, its buildings and associated facilities at the minimum standard laid down from time to time for comparable state schools.
- Proprietor's Property**
- 11 (a) The Proprietor may own, control and maintain any lands, buildings, chattels and assets in addition to the Chapel that, although not part of the Integrated premises, are regarded by the Proprietor as appropriate to maintain the Special Character of the School.
- (b) The proprietor acknowledges that the designated areas hatched in yellow on the plan attached to the **Second Schedule** are used in common and the costs of maintaining the designated areas shall be shared between the Proprietor and the Board as may be agreed in writing from time to time.
- Insurance**
- 12 The Proprietor shall insure the buildings forming part of the School premises and the Proprietor's chattels 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 it created by Section 40(2)(h) of the Act.
- Future Maintenance**
- 13 Subject to Clauses 9 and 10 and any requirements placed on the Proprietor to carry out deferred maintenance set out in the **Third Schedule**, the Minister after the effective date of this Agreement, shall maintain the land, buildings, chattels and associated facilities comprising the School premises as though the School was a State School.
- Proprietor's Borrowings**
- 14 The Proprietor, with the consent of the Minister, which consent shall not be unreasonably withheld, shall have the right to raise funds against the security of the School premises for the purposes of carrying out any additions and/or improvements to the School premises and any facilities associated therewith and for such purposes may charge, mortgage or encumber the School premises or any part thereof.
- Staff Remuneration and Terms of Employment**
- 15 Contracts of employment for persons employed at the School who are paid in whole or in part out of money appropriated by Parliament shall be negotiated in accordance with Part VII of the State Sector Act, 1988.
- 16 A teacher to whom the proviso to Section 71 (6) applies shall continue to be paid no less than the same salary and be accorded the same status as he or she received or was accorded on the day before

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the effective date of integration provided that in the case of such teacher who is paid more than a teacher with comparable service and qualifications in a state school the Proprietor shall, after the effective date of integration, ensure that the Crown (acting through the Minister) shall not be liable for payment of the difference in the salary.

**Special
Character
Agreement**

- 17 The School's Special Character as hereinafter described, shall incorporate 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.

**Special
Character
Statement**

- 18 (a) Woodford House provides a sound, liberal education for day students and boarders from Year 7 to Year 13 within a caring and secure Christian environment. While it is interdenominational, the School has a historical and continuing relationship with the Anglican Church of New Zealand through the Bishop of Waiapu and the School Chaplain.
- (b) The Special Character is defined, preserved and administered through the constitution of the Proprietors through its appointed Trustees from time to time.
- (c) The principal expressions of the Special Character within the School community are:
- adherence to a Christian doctrine and practice through regular observances and ceremonies;
 - the centrality of the Chapel as the heart of the School;
 - the pastoral care of the chaplaincy;
 - the inclusion of religious instruction and ethics as an integral part of the curriculum;
 - the incorporation of Christian principles and values throughout all aspects of the life of the School;
 - the unity of day and boarding components achieved through a programme of religious, recreational and cultural pursuits in which all students participate;
 - a particular commitment to an holistic Christian education through the provision of providing boarding facilities for students from East Coast rural communities;
 - the provision of a warm, Christian, protecting, caring and stimulating learning environment for students of all academic abilities;
 - the musical diversity of the School led by the Chapel Choir;

**Proprietor's
Rights**

- 19 The Proprietor shall, subject to the provisions of this Agreement:
- (a) continue to have the responsibility to supervise the maintenance and preservation of education with a Special Character provided by the School;
- (b) continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of the School as defined herein;
- (c) invoke the powers conferred upon it by the Act should the Proprietor so determine if, in the opinion of the Proprietor, the Special

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Character of the School has been or is likely to be jeopardised or the education with such Special Character so provided is no longer preserved and safeguarded.

- School Roll** 20 The School had a roll of 202 pupils in Year 7 to Year 13 at the 1st day of February 1998. It is agreed, as provided for in Section 7(6)(g) of the Act, that the maximum roll of the School shall be 300 of which up to 120 may be day pupils.
- Enrolment Preferences** 21 (a) A preference of enrolment at the School under Section 29(1) of the Act shall be given to those pupils with parents or guardians who have established a particular connection with the School through membership of, or affiliation with, the Anglican Church of New Zealand or a general connection with the Special Character of the School through acceptance of the statement of Special Character. The Board shall not give preference of enrolment to the parents of any child unless the Proprietor concurs that those parents have established a particular or general connection with the Special Character of the School to the satisfaction of the Board.
- (b) In accordance with Section 7(6)(h) of the Act, unless the Proprietor and the Minister otherwise agree and subject to 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 Act shall be limited to 10% of the maximum roll of the School.
- Access to School** 22 The Proprietor together with its servants, agents and licensees shall subject to the proviso of Section 40(2)(i) of the Act have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained and shall also have similar access to enable it to exercise the powers and carry out the responsibilities vested in it and imposed on it by the Act and by this Agreement.
- Staffing: Principal's Appointment** 23 An advertisement for the position of Principal of the School shall in accordance with Section 65 (1) (a) of the Act, state that a willingness and ability to take part in religious instruction appropriate to the School shall be a condition of appointment. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.
- Chaplain** 24 Religious Studies forms part of the education with a Special Character provided by the School and therefore the Proprietor, at its expense, may employ any person or persons whether as a Chaplain or otherwise for duties relating to the instruction and the provisions of Section 69(2) and (3) of the Act shall apply.
- Staffing Positions Tagged Positions** 25 Up to three positions at the School may be positions of importance carrying a responsibility for religious instruction. The Board in accordance with Section 65 (1)(c) shall designate such specified positions as positions of importance carrying a responsibility for religious instruction. Advertisements for these 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 condition of appointment. Such an advertisement may also state

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that a willingness and ability to uphold the Special Character shall be a condition of the appointment.

- Staffing Limits** 26 (a) The staffing entitlement of the School shall be the same as that for a comparable state school at the effective date of integration of the School.
- (b) In the event that the School Board employs more staff than that to which it is entitled under clause 26 (a), then the Proprietor shall ensure that there shall be no residual liability (which shall include payment for staffing over entitlement after integration, and any redeployment pertinent to this overstaffing) on the Crown acting through the Minister.
- (c) For the avoidance of doubt the Proprietor shall indemnify the Minister to the fullest extent permitted by law from any financial loss whatsoever the Minister may suffer from any breach or non observance of this clause by the Proprietor.
- Attendance Dues** 27 The Proprietor may enter into agreements with either the parents or other persons accepting responsibility for the education of pupils at the School provided, as a condition of the enrolment and attendance of each pupil at the School, that the parents or other persons shall pay attendance dues pursuant to the provisions of Section 36 of the Act.
- Boarding Establishment** 28 The School caters for students boarding at the Proprietor's boarding establishment with which it is intimately associated and it is conducted so that all tuition, religious, recreational, cultural and sporting activities provided for all students are organised so that day and boarding students can, as far as is possible, share a unity of purpose.
- 29 Accommodation for a boarding establishment may be provided for on the Proprietor's land and will be the sole responsibility of the Proprietor who may enter into separate contracts with staff from the School or elsewhere for its operation.
- 30 The Proprietor shall have the sole right to refuse enrolment as a boarder to any student and shall also have the right to require the parent or caregiver to remove that student as a boarder.
- 31 Where any of the costs associated with the conduct of the boarding establishment or with any other part of the Proprietor's land that is not part of the (Integrated) School premises for the purpose of this agreement, cannot be separated from the costs associated with the operation of the (Integrated) School premises, the Proprietor and the Board shall contribute to such costs which have been incurred according to their respective use of the facilities.
- 32 In lieu of providing facilities on the (Integrated) School premises as would be required or provided for a state school, the Proprietor will make such facilities which are associated with the boarding establishment available for use by the School as required, regardless

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of whether the students requiring to utilise the facilities are boarders or day students, or staff or visitors. The facilities will include, additional toilets, sanatorium, locker rooms and common rooms.

- Definitions** 33 Unless expressly provided for in this Agreement words and expressions shall have the meaning given those words and expressions in the Act.
- Dated** 34 The effective date of integration pursuant to this Deed of Agreement shall be the twenty-eighth day of January 1999.
- 35 On and after the effective date specified in this Deed of Agreement the School shall be an Integrated Secondary School in terms of the Private Schools Conditional Integration Act 1975.

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

THE COMMON SEAL OF THE)
WOODFORD HOUSE TRUST BOARD)
was hereunto affixed in the presence of:



L. Gaddum L.M. GADDUM
TRUSTEE

K.D. Mason K.D. MASON
SECRETARY

SIGNED by

Kathy Phillips
~~Kathy Phillips~~ *Caroline Milbank*
Acting 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:

[Signature]
advised
Wellington

FIRST SCHEDULE

Description of total land, buildings and other improvements which comprises 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 Woodford House Trust Board, more or less situate in Havelock North, being known as Woodford House and being particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto.

1. All that parcel of land containing 0.4583 hectares more or less being Section 17R of Block IV Te Mata Survey District and being all the land in Certificate of Title Volume 96/69 (Hawkes Bay Registry).
2. All that parcel of land containing 3.9752 hectares more or less situate in the Provincial District of Hawkes Bay parts of Suburban Sections numbers 3 (three) 35 (thirty five) and 36 (thirty six) Havelock North and part of a closed road and being Lot number 2 (two) on a plan deposited in the Land transfer office at Napier as No. 2449 and being all the land in Certificate of Title Volume 48/194 (Hawkes Bay Registry).
3. All that parcel of land containing 0.8094 hectares more or less situate in Block IV of the Te Mata Survey District being Lots 1 and 2 on Deposited Plan 4299 (formerly Lot 6 on Deposited Plan Number 2819) which said parcel of land comprises parts of Suburban Sections 36 and 37 Havelock and being all the land in Certificate of Title Volume 111/287 (Hawkes Bay Registry).
4. All that parcel of land containing 0.4017 hectares more or less situate in Block IV Te Mata Survey District being part of Suburban Section 36 Havelock and being also Lot 2 on Deposited Plan 2725 and being all the land in Certificate of Title Volume 86/136 (Hawkes Bay Registry).
5. All that parcel of land containing 0.9045 hectares more or less situate in the Borough of Havelock North being Lot 1 on Deposited Plan 11705 being part Suburban Sections 35 and 36 Havelock and being all the land in Certificate of Title Volume C3/317 (Hawkes Bay Registry).

SUBJECT TO:

- (a) Fencing Covenant in Transfer 220944.

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6. All that parcel of land containing 0.1518 hectares more or less situate in Block IV Te Mata Survey District, being Lot 1 on Deposited Plan 6649 which said parcel comprises part of Suburban Section 36 Havelock and being all the land in Certificate of Title Volume 101/173 (Hawkes Bay Registry).

SUBJECT TO:

- (a) Fencing covenant contained in Transfer 67841.

7. All that parcel of land containing 12.3322 hectares situate in the Borough of Havelock North being Part Lot 4 on Deposited Plan 2726 Lot 1 on Deposited Plan 2726 Lot 6 on Deposited Plan 2449 and Lot 2 on Deposited Plan 3314 which said parcel of land is part Suburban Sections 35, 36 and 37 Havelock and being all the land in Certificate of Title Volume A4/1487 (Hawkes Bay Registry).

SUBJECT TO:

- (a) Part Lot 4 Plan 2726 and lot 1 Plan 2726 to fencing and covenants created by Transfer 24124.
 (b) 6333343.4 Transfer Grant of a Right to Drain Water Easement in Gross over part in favour of the Hastings District Council (subject to Section 243 (a) Resource Management Act 1991)

8. All that parcel of land containing 0.4502 hectares more or less situate in the Borough of Havelock North being part Lot 1 on Deposited Plan 3314 which said parcel of land is part Suburban Section 36 Havelock and being all the land in Certificate of Title Volume A4/1489 (Hawkes Bay Registry).

9. All that parcel of land containing 1.0016 hectares more or less situate in the Borough of Havelock North being Lot 7 on Deposited Plan 2819 which said parcel of land is part Suburban Section 36 Havelock and being all the land in Certificate of Title Volume A4/1490 (Hawkes Bay Registry).

SUBJECT TO:

- (a) Fencing Covenant in Transfer 38460.

10. All that parcel of land containing 4.8752 hectares more or less situate in Block IV Te Mata Survey District being Lot 6 on Deposited Plan 23430 and Lot 17 on Deposited Plan 3316 and being all the land in Certificate of Title Volume P4/899 (Hawkes Bay Registry).

SUBJECT TO:

- (a) Section 241 Resource Management Act 1991.
 (b) Land Covenant in Transfer 616574.1.

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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 those buildings more particularly delineated in blue on the annexed Plan hereto.

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THIRD SCHEDULE WOODFORD HOUSE

WORK TO BE CARRIED OUT BY THE PROPRIETOR ON THE INTEGRATED SCHOOL BUILDINGS

These works are to be planned, executed and paid for by the Proprietor in accordance with the following schedule to bring the buildings and associated facilities up to the minimum standard of a comparable State school. The proprietor shall ensure that all work is carried out in accordance with accepted trade practice. Any extensions to the timetable or modifications to individual items must be negotiated between the Proprietor and the local Property Office of the Ministry and confirmed in writing.

The Ministry of Education:

- will not accept responsibility for services above the ground floor where the upper floor is not integrated
- will not accept responsibility for replacement of Marseilles tiled roofs (or damage resulting from water penetration through these tiles) which are located on the covered walkways and Woodford Classroom Block
- will accept responsibility for roofs over 2 storey buildings where the upper floor is not integrated, except as noted above
- will not accept responsibility for the timber floors in the laboratory and hall block until such time as an appropriate floor covering has been laid by the Proprietor
- will not accept responsibility for the brick paved court areas until such time as they have been replaced with an appropriate paving material by the Proprietor
- will not accept responsibility for sealing the overflow carpark
- will not accept responsibility for brick, stone or concrete garden retaining walls
- will accept responsibility for only the main pedestrian and vehicle access route serving the swimming pool

DATE BY WHICH ITEMS OF WORK SHALL BE COMPLETED:

28.1.99 28.1.2000 28.1.2001 28.1.2002 28.1.2003 28.1.2004 28.1.2005

SITE

- Re-strain caretakers front boundary fence
- Patch asphalt on driveways as required
- Reseal asphalt between Art/Tech block and Bursar's office
- Reseal main entrance driveway from entry gates to main carpark
- Reseal asphalt to caretakers house garage
- Reseal asphalt on main carpark

Integration Deed

Woodford House

28.1.99 28.1.2000 28.1.2001 28.1.2002 28.1.2003 28.1.2004 28.1.2005

- Re-level the sunken pavers on the footpath adjacent to Holland Dormitory
- Replace the uneven concrete steps and paving on access paths to Library
- Replace substandard poles carrying overhead electrical supply to the school

SWIMMING POOL

- Repair diving slab
- Apply new chip seal to changing shed roof
- Repair the steps to the diving board

BUILDING REQUIREMENTS

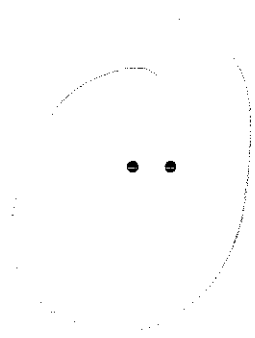
Woodford Classroom Block

- Replace the classroom block by new construction with sufficient rooms and ablutions to comply with the MOE accommodation schedule current at the date of integration
- Replace sub-main to classroom block
- Replace broken glazing in staff area door
- Secure all panel heaters to walls

Laboratory Block

Exterior

- Repaint the complete exterior and carry out all pre-paint repairs
- Repair or fix shut the entry louvres
- Replace tgv panels in Exit doors or replace doors
- Repair dropper from main roof



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28.1.99 28.1.2000 28.1.2001 28.1.2002 28.1.2003 28.1.2004 28.1.2005

Interior

- Service (or replace) double hung white boards so that they operate freely
- Service all windows operated by window-winder gear so that they open freely
- Replace cracked glass in technicians room window
- Replace Autex carpet tiles in lower floor classrooms
- Replace heaters and ensure rooms can be heated to 18°C
- Redecorate passage to lower classrooms and provide floor coverings

Technology Block

- Replace diffusers on light fittings and ensure minimum light levels are adequate to meet Health & Safety requirements

Library

- Spray to remove moss on library roof and fit "gutter guard" to all spoutings

Administration/Hall Area

- Repair ceiling in store room
- Repair hall floor in front of stage
- Provide fixed heaters in Drama Room
- Reline, redecorate and provide new floor coverings in Drama Room

Caretakers Residence

- **Exterior**
- Repaint the timber windows
- Repair and redecorate laundry exterior door

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28.1.99 28.1.2000 28.1.2001 28.1.2002 28.1.2003 28.1.2004 28.1.2005

Interior

Re-line bathroom walls and redecorate bathroom •
Replace laundry vinyl flooring •

Boiler

Replace all valves and reseal all joints on hot water lines serving hall radiators and other integrated areas •
Replace rusted sheets of roofing iron on boiler house roof •

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