

DRAFT DEED OF NOVATION OF INTEGRATION AGREEMENT

Miramar Christian School, Wellington

Ministry of Education
PO Box 1666
Wellington

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DEED dated

20XX

PARTIES

Peniel Charitable Trust Board Inc ("Original Proprietor")

New Zealand Christian Proprietors Trust ("New Proprietor")

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

INTRODUCTION

- A. The Original Proprietor and the Minister of Education established Miramar Christian School ("School") as an integrated school by deed of agreement dated 24/01/1991 as varied by supplementary agreements, ("Integration Agreement") pursuant to section 7(2) of the Private Schools Conditional Integration Act 1975.
- 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 and the Education and Training Act 2020 ("Education Act").
- D. 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.
- E. The Minister of Education is satisfied that the New Proprietor is capable of discharging the responsibilities of the proprietor under the Integration Agreement and Education 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.



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 Education 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 Education 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 has signed a lease to take over responsibility for the property from 1 January 2023. From this date the New Proprietor will fulfill its duties, obligations and responsibilities under the Integration Agreement and the Education 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

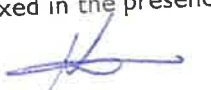
- 7.1 The Integration Agreement is amended by the substitution of the New Proprietor for the Original Proprietor by reason of novation but is confirmed in all other respects.

Handwritten signature: Lawson M. O'Leary

Handwritten signature

SIGNED AS A DEED

**THE COMMON SEAL OF
PENIEL CHARITABLE TRUST
BOARD INC** as the Original Proprietor
was affixed in the presence of:


Kim Coates

Signature of [Trustee] / [Director]



PHILIP ALAN JOHNSON
Signature of [Trustee] / [Director]

**THE COMMON SEAL OF NEW
ZEALAND CHRISTIAN
PROPRIETORS TRUST** as the New
Proprietor was affixed in the presence
of:

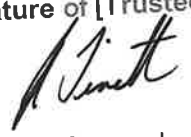




Signature of [Trustee] / [Director]



Signature of [Trustee] / [Director]


SIGNED for and on behalf of
HIS MAJESTY THE KING by
the **MINISTER, Associate**
Minister of Education,

Hon Jan Tinetti

in the presence of: Melisa Webster

Signature of witness



Name of witness Melisa Webster

Occupation SPS

City/town of residence Wellington