

BETWEEN

**HER MAJESTY THE QUEEN in right of New Zealand acting by
and through the Minister of Education (“the Minister”)**

AND

**THE HATO PAORA COLLEGE TRUST BOARD
 (“the Proprietor”)**

DEED FOR THE SETTLEMENT OF PAST MAINTENANCE DISPUTES

DEED dated this **- 9 APR 1999** day of199

BETWEEN **HER MAJESTY THE QUEEN** in right of New Zealand acting by
and through the Minister of Education ("the Minister")

AND **THE HATO PAORA COLLEGE TRUST BOARD**
("the Proprietor")

Background

1. By an Integration Agreement dated **16 March 1983** between the Minister and the Proprietor ("the Integration Agreement") the School was established as an integrated school, pursuant to section 7(2) of the Private Schools Conditional Integration Act 1975.
2. Under the Integration Agreement the Minister has an obligation to the Proprietor to maintain the School premises as set out therein.
3. The Proprietor considers that in certain respects the Minister has not met his obligation to maintain the School premises under the Integration Agreement.
4. The Association of Proprietors of Integrated Schools ("APIS") and the Ministry of Education have negotiated a settlement of all such maintenance disputes for members of APIS. The Proprietor is a member of APIS.

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5. As a result, the Proprietor and the Minister are now agreed that all claims under the Integration Agreement, whether notified by the Proprietor or not, relating to maintenance of the School premises prior to the date of this Deed shall be settled by the payment of a money sum and wish to record their agreement in a formal Deed.

The parties agree as follows:

1. Definitions

- 1.1 In this Deed words and expressions shall have the same meaning as in the Integration Agreement and in the Private Schools Conditional Integration Act 1975, except that if a word or expression is defined in this Deed, that definition shall apply.
- 1.2 "Integration Agreement" – means the Integration Agreement for the School entered into between the Minister and the Proprietor dated **16 March 1983** together with any supplementary agreements thereto.
- 1.3 "Settlement Sum" – has the meaning given to it by clause 2.1 of this Deed.
- 1.4 "The Deed" – means this Deed of Settlement.
- 1.5 "School" – means *Hato Paora College, Feilding*

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2 Settlement

2.1 The Minister shall pay the Proprietor **\$5,711.77 GST inclusive** ("the Settlement Sum") in full and final settlement of all claims which the Proprietor may have (or may subsequently identify) whether notified to the Minister or not and whether reasonably discoverable by the Proprietor or not, against the Minister relating to the Minister's obligation under the Integration Agreement to maintain the School premises which related to the period between the date the Integration Agreement came into force and the date of this Deed subject to the following conditions:

2.1.1 That the Proprietor was a member of the Association of Proprietors of Integrated Schools as at 22 October 1998 and remains a member as at the date of this Deed.

2.1.2 That there is no admission of liability by the Minister to the Proprietor in respect of any claim of the kind referred to in clause 2.1 of this Deed.

2.1.3 The terms of this Deed and the settlement will remain confidential to the parties save as required to be disclosed by law in accordance with the Official Information Act 1982 or otherwise according to law.

2.1.4 The Proprietor undertakes not to commence any legal proceedings in the future or make any claim for any alleged breaches of the Minister's obligation to maintain the School premises under the Integration Agreement that occurred prior to the date of this Deed.

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2.2 Payment of the Settlement Sum will be made to the Proprietor within three months of the date of this Deed.

3. Entire Agreement

3.1 The parties agree that this Deed contains everything that the parties have agreed on in relation to the matters that it deals with. The Proprietor cannot rely on any earlier document or anything said or done by the Minister or by the Minister's officials or by the Government employees, before this Deed was executed.

IN WITNESS WHEREOF this Deed has been executed on the day and year
hereinbefore written.

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:

Kathy Phillips

[Signature]
Adviser
Wellington

THE COMMON SEAL OF
THE HATO PAORA COLLEGE TRUST BOARD
was hereunto affixed by and in the presence of:

Mr. Crawford
Chairperson
Hato Paora Trust Board

W. D. Jones
Hato Paora Trust Board