Education Report: Change of Proprietor for St Mary's Diocesan School (Stratford) (180)

To: Hon Chris Hipkins, Minister of Education

Date: 11 December 2019

Priority: High

Security Level: In Confidence

METIS No: 1122238

DDI: Section 9(2)(a) OIA

DDI: No

Mark Atkin, Senior Advisor Education Network

Marlene Clarkson, Director of Education for Taranaki

Messaging seen by Communications team: No

Round Robin: No

Purpose of Report

This report asks you approve the change of proprietor for St Mary's Diocesan School (Stratford) a state integrated school, from St Mary's Diocesan School Incorporated to the Taranaki Diocesan School for Girls Trust.

We recommend you approve this change of proprietor.

Summary

1. The proprietor of St Mary's Diocesan School (St Mary's Diocesan School Incorporated), has applied to novate its proprietorship of the school to the Taranaki Diocesan School for Girls Trust (see Annex 1).

2. St Mary's Diocesan School is a single-sex girls, state integrated secondary school (Years 9 - 15) located in Stratford, Taranaki. The school roll at 1 July 2019 was 111 students.

3. The school was integrated on 9 May 1978. There will be no change to the special character of the school should the application be approved.

4. Although the school has always been affiliated with the Anglican Church, there has been no formalised oversight, and the Diocese could not influence the school to the degree expected for a Diocesan school. This has caused some operational problems. The new proprietor is a trust established by the current proprietor to address this issue: "to provide for altered constitutional arrangements for continuation of the school within the Anglican Diocese of Waikato and Taranaki, and to affirm it as a Diocesan School." The application also states that the future development of the school would be better managed by those more experienced and professionally equipped.
5. For a change of proprietorship to occur you must be satisfied that the new proprietor is capable of meeting the requirements of Part 33 of the Education Act 1989, including the capacity to maintain the special character of the school. The Ministry has assessed the application on your behalf and has concluded that the proposed new proprietor meets those requirements.

6. The vesting deed between the current and proposed proprietor is in order (see Annex 2).

7. The Ministry recommends that you approve the application for a change of proprietor for St Mary's Diocesan School (Stratford) to the Taranaki Diocesan School for Girls Trust. The change will be effected with your signature to the Deed of Novation.

Recommended Actions

The Ministry of Education recommends that you:

a. agree to the change of proprietor for St Mary’s Diocesan School (Stratford) from St Mary’s Diocesan School Incorporated to the Taranaki Diocesan School for Girls Trust;

b. sign and have witnessed the attached three copies of the Deed of Novation and the enclosed letter to the Proprietor. Return these documents for the Ministry to deliver;

c. sign the attached New Zealand Gazette notice;

d. sign the attached letters to the current proprietor and the proposed proprietor;

e. agree that this report be proactively released in line with your expectations that information be released as quickly as possible. Any information that might need to be withheld will be done so in line with the provisions of the Official Information Act 1982.

Katrina Casey
Deputy Secretary
Sector Enablement and Support

Hon Chris Hipkins
Minister of Education

11/12/2019

17/12/19
Background

1. St Mary's Diocesan School (Stratford), is a single-sex girls, state integrated secondary school (Years 9 - 15) located in Stratford, Taranaki.

2. The school was established in 1914 and was integrated into the state system on 9 May 1978. The school's special character is as an Anglican Diocesan School for girls. Founded in 1914 by two teachers, its vision was to teach girls the curriculum based within a framework of the Anglican Church's values and teaching.

3. The 1 July 2019 roll was 111 students, comprising 80 (72.1%) European/Pakeha, 23 (20.7%) Māori, four (3.6%) International, two (1.8%) Asian students, one (0.8%) Pacific student and one (0.8%) student identified as "Other" ethnicity.

4. The current proprietor has identified that although the school has always been affiliated with the Anglican Church, there has been no formalised oversight, and the Diocese could not influence the school to the degree expected for a Diocesan school. This has caused some operational problems. The new proprietor is a trust established by the current proprietor to address this issue: "to provide for altered constitutional arrangements for continuation of the school within the Anglican Diocese of Waikato and Taranaki, and to affirm it as a Diocesan School."

5. The proprietor has therefore established the Taranaki Diocesan School for Girls Trust to be the new proprietor, to address this issue.

The Application

6. The current proprietor, St Mary's Diocesan School Incorporated, lodged an application to change the proprietorship of the school in December 2017. The Vesting Deed, required as part of this process, has only recently been finalised. The application is attached as Annex 1.

7. The purpose of establishing the new proprietor is stated as being "to provide for altered constitutional arrangements for continuation of the school within the Anglican Diocese of Waikato and Taranaki, and to affirm it as a Diocesan School."

8. The application also states that the future development of the school would be better managed by those more experienced and professionally equipped.

9. The change of proprietorship is supported by the school's board of trustees.

The proprietors' structures

St Mary's Diocesan School Incorporated

10. The current proprietor, St Mary's Diocesan School Incorporated, is an incorporated society. As such it is run by a committee, which is dominated by elected members, and the Diocese has limited control over the school's special character.

The Taranaki Diocesan School for Girls Trust

11. As a trust the proposed new proprietor, the Taranaki Diocesan School for Girls Trust, operates under a Trust Deed. Its affairs are managed by a board of trustees. The board is constituted as follows:
"8.1. The Board of trustees shall consist of:

- The Bishop of Taranaki in the Anglican Diocese of Waikato and Taranaki or their appointee. (The current appointee is Archbishop Philip Richardson, Bishop of Taranaki.)
- No more than six members appointed by the Waikato Diocesan Trusts Board
- The principal
- A maximum of three members co-opted by the Board from time to time."

12. As can be seen, the Anglican Diocese has effective control over the direction of the school through appointments to the Trust Board.

13. The Taranaki Diocesan School for Girls Trust has been formed at the initiative of the Bishop to be responsible for oversight of the school as proprietor.

Educational Performance

14. The most recent Education Review Office report, dated 12 December 2015, stated:

- In the past three years, results in National Certificates of Education Achievement (NCEA) have steadily improved at Levels 1, 2 and 3 and for University Entrance (UE), to be well above national rates and schools of similar type. Nearly all leavers have Level 2 and 75% of leavers obtain a Level 3 qualification.
- Trustees and leaders demonstrate an increased commitment to providing opportunities for the growing numbers of students who identify as Māori to gain educational success as Māori. Strategic priorities to promote equity and excellence for learners are well supported by effective governance, leadership and partnerships with parents.
- Leaders and staff know students, their families and whānau well. They actively share a collective responsibility that focuses on promoting students’ holistic development to be successful learners both during and beyond their time at the school.

15. The school is on a three year ERO review cycle.

Community of Learning | Kāhui Ako

16. St Mary’s Diocesan School (Stratford) is a member of Central Taranaki Community of Learning. This Community of Learning consists of two secondary schools, 12 full primary schools, and four early learning services.

17. The Community of Learning has identified three achievement challenges to be met by the end of 2019. It is focusing on strengthening leadership, using data as evidence to inform practice and focusing on the wellbeing of students and staff in the community to achieve their targets.

Finance and Property

18. There are no financial implications for the Crown resulting from the proposed change of proprietorship.
19. St Mary's Diocesan School Incorporated and the Taranaki Diocesan School for Girls Trust have finalised a sale and purchase agreement, and a vesting deed, so that the Trust will become the owner of the St Mary's Diocesan School (Stratford) property. This documentation is attached as Annex 2.

Legal Requirements

20. It is lawful to transfer the proprietorship of a state integrated school from the proprietor who entered the integration agreement to a new proprietor, so long as the Minister of Education agrees to the novation.

21. For a change of proprietorship to occur you need to be satisfied that the new proprietor is capable of meeting the requirements of Part 33 of the Education Act 1989, in particular that the new proprietor:
   - has the relevant attributes required to discharge the responsibility for supervising the maintenance of the special character of the school
   - owns, holds in trust or leases the land and buildings comprising the integrated school premises
   - has the resources to comply with all other legal and compliance obligations of the Proprietor.

22. With respect to the capacity of the proposed new proprietor to maintain the special character of the school, as noted above the new proprietor is governed by a Board of Trustees that is predominantly composed of representatives of the Anglican Diocese of Waikato and Taranaki. Accordingly the new proprietor's capability can only be assessed by the Diocese's track record in appointing suitable trustees to similar Trust Boards.

23. The current proprietor identifies that the Anglican Diocese of Waikato and Taranaki has a strong track record of establishing and operating (through trustees appointed to the Waikato Board of Diocesan Schools) successful and respected Anglican schools. The Diocese is the proprietor of one state integrated school - Waikato Diocesan School for Girls - and owns four private schools. The Waikato Diocesan School for Girls is on a 4 – 5 year ERO review cycle.

Waikato Board of Diocesan schools

24. One member of the Diocese's trust board has been a member of the school's current board of proprietors for 18 years. A second has been involved in the governance and special character oversight of schools with a similar character for 20 years.

25. The current proprietor believes that the Taranaki Diocesan School for Girls Trust has the resources and experience to implement the St Mary's Diocesan School (Stratford) Board's vision for Anglican education at a level that the current proprietor could not achieve with its resources.

Vesting Deed and Deed of Novation

26. The vesting deed, transferring the property to the new proprietor on 31 December 2019, is attached as Annex 2. If you agree to the change of proprietorship and sign the deed of novation, all assets will be vested in the Taranaki Diocesan School for Girls Trust on 31 December 2019.
27. The attached deed of novation is ready for your signature. As a legal requirement of a validly executed deed you must have your signature witnessed by a person who is not a party to the deed. The deed will fail if it is not witnessed. Each page of the deed must be initialled.

Conclusion

28. We have assessed the application and conclude that the proposed proprietor, the Taranaki Diocesan School for Girls Trust, meets all of the requirements of Part 33 of the Education Act 1989.

29. We consider the application to change the proprietorship of St Mary’s Diocesan School (Stratford) to the Taranaki Diocesan School for Girls Trust to be a positive move for the future governance and special character maintenance of the school, as well as being necessary for the school to properly operate as a Diocesan school.

Next Steps

30. If you approve the change of proprietor, please sign and have witnessed the attached three copies of a deed of novation, and initial each page (Annex 3).

31. Please return these documents to the Ministry and we will hand deliver a copy to each of the chairperson of St Mary’s Diocesan School Incorporated and the Taranaki Diocesan School for Girls Trust.

32. Please also sign the attached letter to the proprietor of St Mary’s Diocesan School Incorporated informing them of your decision (Annex 4).

33. The proposed date for the implementation of the change of proprietor for St Mary’s Diocesan School is 1 January 2020.

Proactive Release of this Report

34. It is intended that this Education Report be proactively released in line with your expectation that information be released as soon as possible. Any information that might need to be withheld will be done so in line with the provisions of the Official Information Act 1982.

Annexes

Annex 1: Application for change of proprietor
Annex 2: Vesting deed
Annex 3: Deed of novation of integration agreement (3 copies)
Annex 4: Letter to the proprietor
Annex 5: Notice for the New Zealand Gazette
Annex 1: Request for Change of Proprietorship
21 December 2017

To Whom It May Concern

Please find enclosed the requested documentation necessary for a Change of Proprietorship for St Mary’s Diocesan School, Stratford MoE Number 180.

As outlined in the application, the current proprietors are selected from members of the St Mary’s Society Inc and while this has served the school well in the past, the number of members have dwindled with a change in the local demographic and most members no longer wish to spend retirement years actively involved in governance roles and do not have the acumen or experience to govern a progressive and dynamic girls’ boarding and day school.

The establishment of a trust board with the ability to appoint the proprietors’ board of the school from a broader range of the community and with the range of skills necessary to govern the school going forward has been proposed and considered at some length.

Legal opinions have been sought, the Waikato and Taranaki Diocesan Synod have been consulted and agreed to the proposal, likewise both proprietor and trustee boards have discussed this at length and all are in agreement that this new governance structure will strengthen St Mary’s Diocesan School.

We would ask that this request be given favourable consideration, we are very happy to supply any further relevant information.

Yours sincerely

Fiona Green
Principal

(on behalf of the Board of Proprietors)
REQUEST TO CHANGE PROPRIETORSHIP
For Existing Integrated Schools only

Please note that this request form contains sections that need to be completed by the current proprietor and the ‘proposed’ proprietor.

The signatures of both the current and ‘proposed’ proprietor need to be recorded on the bottom of this form.

The information provided in this request form or attached material will assist with the development of an education report for the Minister’s consideration.

Please note that any application to change the proprietorship of a state integrated school is subject to Ministers discretion.

When completed, please send, along with a covering letter, to:

Group Manager
Schools and Student Support
Ministry of Education
PO Box 1666
Wellington 6140

Copy to:
Association of Proprietors of
Integrated Schools (APIS)
PO Box 12307
Thorndon
Wellington 6144

Date of application: 21-12-17

PART A – School information

Contact Details of the school

1. Name and address of school
   St Mary’s Diocesan School STRAFORD
   61 Broadway North
   STRATFORD
   4332

2. Date of integration
   9th May 1978

Special Character

3. Please provide a statement describing the special character of the school (attach if necessary).
   It is the desire and aim that the Special Character of the school would
   2.1.1 produce an environment in which the Christian faith, as proclaimed in and
   through the Church of the Province of New Zealand, commonly called Anglican,
   may be nurtured;
2.1.2 present within the requirements of the Ministry of Education, a sound structured education, with specific curriculum emphasis on music and the arts

2.1.3 retain and nurture the “special character” of the school attained by
- the pursuit of education conducted within the framework of an intimate extended family group
- the establishment of a school atmosphere emphasising established Christian standards, values and observances; and
- conduct its affairs so that all tuition, religious, recreation and cultural activities provided by the School are organised so that day pupils can, as far as possible, share the advantages offered to boarding pupils.

Part B - Current Proprietor Information

Details

| 4. Name and address of the current Proprietor | St Mary’s Diocesan School Inc
| Chairperson Peter Mellow
| C/- St Mary’s Diocesan School
| 61 Broadway North
| Stratford
| 4332 |
| Phone | 067655333 |
| E-mail | office@stmarysstratford.school.nz |
| Contact Person | Alison Chamberlain Secretary |

Reason for Requested Change

5. What are the reasons and purposes for the proprietor wishing change the proprietorship of the school?
The current proprietor has been struggling for some years to attract and maintain appropriate trustees. Members of the St Mary’s Diocesan School Inc Proprietor Board must first be members of the St Mary’s Society Inc, who then elect representatives to the Board. The number of St Mary’s Society members has dwindled to such an extent that we now feel it prudent to move to a new model so that potential proprietors can be selected from a wider demographic net with a skill set suitable for 21st century governance.

Information attached | No |

Further Information

6. If the application if declined, please provide a brief summary of how this will impact on the proprietors plans and the state integrated school?
If the application is declined the ongoing ability of the current proprietor to appropriately support the school could be exposed, through an inability to exercise prudent proprietorship. A lack of a quorum of members would stifle forward
planning and decision making. A lack of suitable governance acumen could result in decisions being made that may impact on finances and property maintenance.

7. Why is the current proprietor confident that the proposed proprietor will be able to maintain the schools special character, as outlined in the deed of integration? The proposed members of the proprietor board will be able to be appointed through the Diocesan Trusts Board (namely the Anglican Diocese of Waikato and Taranaki), the Bishop of Taranaki in the Anglican Diocese of Waikato and Taranaki or their nominee will also serve on the proposed board. The Diocese has for many years been providing significant support and Special Character oversight to the Anglican schools in Waikato.

**Board of trustees**

8. Have you consulted with the school board of trustees?

* If you have not discussed this application with the board, a ministry representative will contact you to ascertain why this action has not occurred.
It is possible that the request may be placed on-hold until the board has been consulted.

Information attached | Yes | Appendix I

**Part C - Proposed Proprietor information**

**Details**

9. Name and address of the proposed Proprietor | St Mary’s Diocesan School Trust 61 Broadway North STRATFORD 4332

| Phone | 067655333 |
| E-mail | office@stmarysstratford.school.nz |
| Contact Person | Alison Chamberlain Secretary |

**Background information**

10. Please provide some background information on the proposed proprietor, i.e. make up, formation, relevant experience. Archbishop Philip Richardson, Anglican Archbishop of New Zealand and Bishop of Taranaki or alternate (has been on the current St Mary’s Board of proprietors for 18 years) Archbishop Sir David Moxon, former Anglican Archbishop of New Zealand and former Bishop of Waikato (has been involved in the governance and special character oversight of the Waikato schools named below for 20 years as Bishop of Waikato)
There are five schools within the Diocese of Waikato and Taranaki. Waikato Diocesan School for Girls is an integrated school owned by the Diocese. St Paul’s Collegiate, St Peter’s School Cambridge and Southwell School are all Independent Schools. The Diocese has extensive experience in providing suitable governance personal for Waikato Diocesan School for Girls and oversight of the Special Character nature of that school. This proposal for St Mary’s would bring this experience into play. The attached Trust deed provides the benefits of Diocesan ownership while ‘ring fencing’ the School’s assets so that, for example, any asset developments in each of the schools are independent of each other.

11. Is the proposed proprietor constituted as a body corporate, empowered to own land? The proposed Trust Board will be so empowered and as a Trust Board within the Diocese of Waikato and Taranaki and appointed by the Diocese sits within the Governance and ownership structures of the Anglican Church of Aotearoa, New Zealand and Polynesia.

Reason for wishing to become a proprietor

12. What are the reasons and purposes for wishing to become the proprietor of the school?

The Anglican Diocese of Waikato and Taranaki is committed to Special Character education within the Diocese through the 5 associated schools. Assuming through the proposed new Trust Board direct ownership is consistent with this commitment and the desire of the Diocese to see strong and appropriate ownership and governance structures in place. The St Mary’s current ownership structure is weak and not fit for purpose for a school today. The Diocese has the ability to strengthen the governance personnel and provide a level of oversight based on its experience over many years with its schools, particularly Waikato Diocesan School for Girls.

Please provide a copy of the board / trusts resolution to become the proprietor of the school should agreement be reached.

Special Character

13. Please provide information showing how the proposed proprietor will be able to preserve and maintain the special character of the school, if the application is approved?

St Mary’s is an Anglican Integrated School. The Diocese of Waikato and Taranaki is the local expression of the Anglican Church. The Bishops, Synod, Standing Committee, and Diocesan Staff of the Diocese bring a deep understanding of the nature of Anglican Special Character and bring significant cumulative experience to this task. The Diocese has among its membership access to the professional schools, including many experienced educators who can be appointed to the
proposed Trust Board with the relevant expertise and experience to oversee all aspects of the special character of St Mary's School.

Please provide additional information that will assist with this section.
https://anglicanschools.nz/
http://www.waikatotaranakianglican.org.nz/
http://www.waikatodiccesan.school.nz/special-character

Information attached | Yes | as above.

Proprietor Experience

14. Is the proposed proprietor the proprietor of any other state integrated school? Please provide the name, ministry number and address of the school/s.

Waikato Diocesan School for Girls
Number 140
660 River Road, Hamilton

Information attached | No

15. Is the proposed proprietor the owner/manager of a private school? Please provide the name, ministry number and address of the school/s.

Southwell
Number 4141
200 Peachgrove Road Hamilton
St Paul's Collegiate
Number 130
77 Hukanui Road
Hamilton
St Peter's School (Cambridge)
Number 141
1716 Cambridge Road Cambridge

Information attached | No

Financial Information

16. Please provide a copy of the last 3 years of audited financial accounts or if a new Society/Trust etc a statement of financial position. 

Appendix 5

Information attached | Yes

17. Please provide a five year forecast of financial performance, position and cash flow for the proposed proprietor.

Appendix 6

Information attached | Yes
Part D - Property

18. Does the current proprietor presently own and/or lease the land and buildings where the school is situated?  
   Owned AND/OR Leased

   Is the new proprietor going to purchase or lease the land and buildings?  
   Purchased AND/OR Leased

   Circle one  

   (i) Please attach evidence of the property, its owner and its location eg Certificate of Title.  
   (ii) Please attach information on how the property will be transferred.

   Information attached  Yes

Part E - Attendance dues

19. Please provide information relating to attendance dues, i.e. the current level, how any present surplus will be transferred to the new proprietor.
   The current attendance dues are set at $750 per student per annum and there is no surplus to be transferred to the new Proprietor.

   Additional information attached  No

Part F - Integration Agreement

20. Is the proposed proprietor prepared to accept all the current provisions of the integration agreement for the school? If the proposed proprietor wishes to incorporate changes, please outline these below.

   Prepared to accept current integration agreement?  Yes

Part G – Consultation (optional)

21. Has any consultation being undertaken by either the proposed proprietor or the current proprietor or both? If yes please attach the relevant information.

   Information attached  Yes
Part H – Additional Information (optional)

Additional Information (Optional)

22. If there is any other information you wish to submit for consideration, please attach these to the application.

| Information attached | No |

In signing this, the proprietor is declaring that all the information contained in this form is true and correct:

Signed ___________________________ Date 31/12/2017
Authorised signatory on behalf of the current proprietor

In signing this, the proposed proprietor is declaring that all the information contained in this form is true and correct:

Signed ___________________________ Date 31/12/2017
Authorised signatory on behalf of the proposed proprietor
Annex 2: Vesting Deed
Vestiging Deed

BETWEEN ST MARY'S DIOCESAN SCHOOL INCORPORATED

Proprietor 1

AND

TARANAKI DIOCESAN SCHOOL FOR GIRLS TRUST

Proprietor 2

AND

TARANAKI ANGLICAN TRUST BOARD on behalf of the ANGLICAN DIOCESE OF WAIKATO AND TARANAKI

The Diocese

DATE: 6/12/2019

Govett Quilliam
THE LAWYERS
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PARTIES

ST MARY'S DIOCESAN SCHOOL INCORPORATED an incorporated society
("Proprietor 1")

TARANAKI DIOCESAN SCHOOL FOR GIRLS TRUST an incorporated charitable trust
("Proprietor 2")

TARANAKI ANGLICAN TRUST BOARD on behalf of the ANGLICAN DIOCESE OF
WAIKATO AND TARANAKI ("the Diocese")

BACKGROUND

A. St Mary's Diocesan School ("the School") was acquired by Proprietor 1 in the Waikato and
Taranaki Diocese of the Anglican Church in Aotearoa, New Zealand and Polynesia Te Hahi
Mihinare ki Aotearoa ki Niu Terei, ki Nga Moutere o Te Moana Nui a Kiwa under the name of
St Mary's Diocesan School in 1978 with the desire and aim that the School would:

a. produce an environment in which the Christian Faith, as proclaimed in and through the
Church of the Province of New Zealand commonly called Anglican, may be nurtured;

b. present within the requirements of the Ministry of Education a sound, structured
education, with specific curriculum emphasis on music and the arts;

c. retain and nurture the "special character" of the School attained by:

   i. the pursuit of an education conducted within the framework of an intimate extended
      family group;

   ii. the development of a school atmosphere emphasising established Christian
       standards, values and observances; and

   iii. conducting its affairs so that all tuition, religious, recreation and cultural activities
       provided by the School are organised so that day pupils can, as far as possible,
       share the advantages offered to boarding pupils.

B. Proprietor 1 and the Minister of Education established the School as an integrated school
under Integration Agreement dated 9 May 1978 and its amendments ("Integration
Agreement").

C. Proprietor 2 has been established by a Deed of Trust dated 28 October 2018 under the
provisions of the Charitable Trust Act 1957.

D. Proprietor 1, subject to the approval of the Minister of Education, intends to novate its
rights, duties and obligations under the Integration Agreement including the obligations of
Proprietor 1 under the Education Act 1989 in relation to the School, to Proprietor 2 under
a Deed of Novation (copy attached as Schedule 1)("Novation").

E. Proprietor 1 has transferred its assets and liabilities in relation to the School under an
Agreement for Sale and Purchase dated 19 November 2019 (copy attached as Schedule
2) ("Transfer").

F. To complete the Transfer, Proprietor 1 advanced an interest free upon demand loan to
Proprietor 2 under a Deed of Acknowledgment and Debt dated 19 November 2019 (copy
attached as Schedule 3) which created a debt owed by Proprietor 2 to Proprietor 1 ("the Debt").

G. On completion of the Novation and Transfer, Proprietor 1's only remaining asset is the Debt. At this time, Proprietor 1 intends to wind up.

H. The Rules of St Mary's Diocesan School Incorporated dated 18 March 2015 ("Rules") set out the rules Proprietor 1 must adhere to including the process to follow on wind up.

I. Under clause 28 of the Rules, on wind up of Proprietor 1, the surplus assets of Proprietor 1, in this case the Debt, are to be paid and transferred to the Diocese. To achieve this, Proprietor 1 assigned the Debt to the Diocese under a Deed of Assignment of Debt dated 19 November 2019 (copy attached as Schedule 4) ("Assignment"). The consequence of the Assignment is that the Debt is now owed by Proprietor 2 to the Diocese.

J. The Diocese wishes to vest the Debt in Proprietor 2 on the terms and conditions set out in this Deed.

K. Proprietor 1 wishes to vest proprietorship of the School in Proprietor 2 so that Proprietor 2 may assume all the rights and obligations of the proprietorship of the School.

OPERATIVE CLAUSES

1.0 DEFINITIONS AND INTERPRETATIONS

1.1 In this agreement reference to:

**Expressions:** defined in the main body of this agreement or the defined meanings in the whole of this agreement including the Background and the Schedules;

**Parties:** References to parties are references to parties to this agreement;

**Persons:** References to persons include references to individuals, companies, corporations, firms, partnerships, joint ventures, associations, organisations, trusts, states or agencies of state, government departments, state owned enterprises and municipal authorities in each case whether or not having separate legal personality;

**Plural and Singular:** Singular words include the plural and vice versa;

**Statutes and Regulations:** References to any statutory provision include any statutory provision which amends or replaces it and any subordinate legislation made under it.

2.0 BACKGROUND CONFIRMED

2.1 The Background is confirmed.

3.0 RESOLUTION

3.1 By resolution of the Taranaki Anglican Trust Board on behalf of the Diocese, the Diocese vests in Proprietor 2 the Debt.

4.0 VESTING OF PROPERTY

4.1 Proprietor 2 acknowledges and accepts that the Novation and Transfer by Proprietor 1 to Proprietor 2 and the resolution by the Diocese under clause 3.1 of this Deed is subject to the rights and powers referred to in Schedule 5 and the Debt is now owed by Proprietor 2 to itself.
5.0 MISCELLANEOUS

5.1 Governing law: This Deed is governed by and construed in accordance with the laws of New Zealand for the time being in force, and the parties agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

5.2 Further assurances: The parties will execute and deliver all documents and do all things necessary for the proper and complete performance of their respective obligations under this Deed.

5.3 Counterpart: This Deed may be executed in two or more counterparts, all of which are deemed originals, but which together constitute one agreement and by facsimile or PDF scanned copies to the other.

EXECUTED as a Deed

THE COMMON SEAL of the
ST MARY’S DIOCESAN SCHOOL, INCORPORATED affixed in the presence of:

[Signatures and seals]

THE COMMON SEAL of the
TARANAKI DIOCESAN SCHOOL FOR GIRLS TRUST affixed in the presence of:

[Signatures and seals]

THE COMMON SEAL of the
TARANAKI ANGLICAN TRUST BOARD on behalf of the ANGLICAN DIOCESE OF WAIKATO AND Taranaki affixed in the presence of:

[Signatures and seals]
SCHEDULE 1 – Deed of Novation
SCHEDULE 2 – Agreement for Sale and Purchase
**AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE**

This form is approved by the Real Estate Institute of New Zealand Incorporated and by Auckland District Law Society Incorporated.

**DATE:** 19 November 2019

**VENDOR:** ST MARY'S DIOCESE SCHOOL INCORPORATED

**PURCHASER:** TARANAKI DIOCESE SCHOOL FOR GIRLS TRUST and/or nominee

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The vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement: Yes/No

**PROPERTY**

Address: 61 Broadway North Stratford West, New Plymouth

Estate: FEE SIMPLE LEASEHOLD STRATUM IN FREEHOLD STRATUM IN LEASEHOLD

CROSSLEASE (FEE SIMPLE) CROSSLEASE (LEASEHOLD)

(see simple if none is deleted)

Legal Description:

Area (more or less): Lot/Flat/Unit:

See Attached Further Terms of Sale

Record of Title (unique identifier):

Subject to and together with easements, restrictions and covenants as shown on the Titles.

---

**PAYMENT OF PURCHASE PRICE**

Purchase price: $3,697,467.03

Deposit (refer clause 2.0): $3,687,467.03

Balance of purchase price to be paid or satisfied as follows:

1. By payment in cleared funds on the settlement date which is

2. In the manner described in the Further Terms of Sale.

Interest rate for late settlement: 10 % p.a.

---

**CONDITIONS (refer clause 10.0)**

<table>
<thead>
<tr>
<th>Finance condition</th>
<th>LIM required: (refer clause 10.2)</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lender:</td>
<td>Building report required: (refer clause 10.3)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Amount required:</td>
<td>OIA Consent required: (refer clause 10.4)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Finance date:</td>
<td>Land Act/OIA date:</td>
<td></td>
</tr>
</tbody>
</table>

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**TENANCIES (if any)**

Name of tenant:

Bond: Rent: Term: Right of renewal:

SALE BY: Private Treaty

---

Licensed Real Estate Agent under Real Estate Agents Act 2008

It is agreed that the vendor sells and the purchaser purchases the property, and the chattels listed in Schedule 2, on the terms set out above and in the General Terms of Sale and any Further Terms of Sale.

Release date: 12 November 2018

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GENERAL TERMS OF SALE

1.0 Definitions, time for performance, notices, and interpretation

1.1 Definitions

(1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings assigned to those words and phrases in the Goods and Services Tax Act 1985, the Property Law Act 2007, the Resource Management Act 1991 or the Unit Titles Act 2010.

(2) "Building Act" means the Building Act 1991 and/or the Building Act 2004.

(3) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.

(4) "Clearance funds" means:

(a) an electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLG Guidelines; or
(b) a bank cheque, but only in the circumstances permitted by the PLG Guidelines and only if it has been paid strictly in accordance with the requirements set out in the PLG Guidelines.

(5) "Defect GST" means any additional GST, penalty (civil or otherwise), Interest, or other sum imposed on the vendor (or where the vendor is or was a member of a GST group) in respect of GST paid under the GST Act or the Tax Administration Act 1994 on any GST payable in respect of the supply made under this agreement but does not include any such sum levied against the vendor (or where the vendor is or was a member of a GST group its representative member) by reason of a default or delay by the vendor after payment of the GST to the vendor by the purchaser.


(7) "Landline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer Act 2013.

(8) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1997.

(9) "LINZ" means Land Information New Zealand.

(10) "Local authority" means a territorial authority or a regional council.

(11) "OA Consents" means consent to purchase the property under the Overseas Investment Act 2005.

(12) "PLG Guidelines" means the most recent edition, as at the date of this agreement, of the Property Transactions and E-Dealing Practice Guidelines prepared by the Property Law Section of the New Zealand Law Society.

(13) "Property" means the property described in this agreement.

(14) "Purchase price" means the total purchase price stated in this agreement which the purchaser has agreed to pay the vendor for the property and the chattels included in the sale.

(15) "Regional council" means a regional council within the meaning of the Local Government Act 2002.

(16) "Removal settlement" means settlement of the sale and purchase of the property by way of the purchaser's lawyer paying the money due and payable on the settlement date directly into the bank account of the vendor's lawyer, in consideration of the vendor agreeing to meet the vendor's obligations under subclause 3.2(2), pursuant to the protocol for remote settlement recommended in the PLG Guidelines.

(17) "Residential (but not otherwise sensitively) land" has the meaning ascribed to that term in the Overseas Investment Act 2005.

(18) "Remote document exchange" means an electronic messaging service enabling messages and electronic documents to be posted by one party to a secure website to be viewed by the other party immediately after posting.

(19) "Settlement date" means the date specified as such in this agreement.

(20) "Settlement statement" means a statement showing the parties' share of the purchase price, plus the GST payable by the purchaser in addition to the purchase price, less any deposit or other payments or allowances to be credited to the purchaser, together with an itemisation of all Incomings and Outgoings apportioned at the settlement date.

(21) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.

(22) "Unit title" means a unit title under the Unit Titles Act 2010.

(23) The terms "principal unit", "accessory unit", "partial", "unit plan", and "unit" have the meanings ascribed to those terms in the Unit Titles Act 2010.

(24) "Unit titles" includes both body corporate titles under the Unit Titles Act 1972 and body corporate operational rules under the Unit Titles Act 2010.

(25) The terms "building", "building consent", "compliance certificate", "compliance schedule", "household unit", and "commercial on-seller" have the meanings ascribed to those terms in the Building Act 2013.

(26) The term "title" includes where appropriate a record of the property security and the records of the Land Transfer Act 2017.

(27) The terms "going concern", "goods", "principal place of business", "property description", "registration number", "supply", and "taxable activity" have the meanings ascribed to those terms in the GST Act.

(28) The terms "tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 2017.

(29) The terms "subject person", "taxpayer", "taxable land", "taxable land use certificate", "taxeable land use certificate" acquisition, or "TIL" or "TIL certificate" or "TILW certificate" or "TILW" or "TILW certificate of exemption" or "TILW rule" the meanings ascribed to those terms in the Income Tax Act 2007.

(30) The term "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.

(31) A "week day" means any day of the week other than:

(a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Sunday, Anzac Day, the Sovereign's Birthday, and Labour Day;

(b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;

(c) a day in the period commencing on the 25th day of December in any year and ending on the 8th day of January (or in the case of subclause 1.2(2) the 16th day of January) in the following year, both days inclusive, and
(d) the day observed as the anniversary of any public in which the property is situated.

A working day shall be deemed to commence at 9:00 am and to terminate at 5:00 pm.

(32) Unless a contrary intention appears on the face page or elsewhere in this agreement:

(a) the interest rate for late settlement is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the interest rate is charged, and
(b) a party is in default if it did not do what it has contracted to do on a settlement date, or otherwise, according to the terms of this agreement.

1.2 Time for Performance

(1) Where the day nominated for settlement or the fulfillment of a condition is not a working day, then the settlement date or the date for fulfillment of the condition shall be the last working day before the day so nominated.

(2) Any act done pursuant to this agreement by a party, including service of notices, after 5.00 pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9:00 am on the next succeeding working day.

(3) Where two or more acts done pursuant to this agreement, including service of notices, are deemed to have been done at the same time, they shall take effect in the order in which they would have been effected but for subclause 1.2(2).

1.3 Notices

The following apply to all notices between the parties relevant to this agreement, whether authorized by this agreement or by the general law:

(1) All notices must be given in writing.

(2) Any notice under section 28 of the Property Law Act 2007, where the purchaser is in possession of the property, must be served in accordance with section 35 of that Act.

(3) All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:

(a) on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
(b) on the party or on the party's lawyer:

(i) by personal delivery;

(ii) by posting by ordinary mail; or

(iii) by facsimile or

(iv) by email;

(v) in the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this agreement, by secure web document exchange.

(4) In respect of any notice specified in subclause 1.3(3)(b), a notice of service is deemed to have been served:

(a) in the case of personal delivery, when received by the party or by the lawyer's office;

(b) in the case of posting by ordinary mail, on the third working day following the date of posting to the address for service notified in writing by the party or to the postal address of the lawyer's office;

(c) in the case of e-mail transmission, when sent to the facsimile number notified in writing by the party or to the facsimile number of the lawyer's office;

(d) in the case of e-mail, when acknowledged by the party or by the lawyer orally or by return email or otherwise in writing, except that return emails generated automatically shall not constitute an acknowledgement.
(e) In the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the lawyer's office;
(f) In the case of sending by secure web document exchange, at the time when in the ordinary course of operation of that secure web document exchange, a notice posted by one party is accessible for viewing or downloading by the other party.
(9) Any period of notice required to be given under this agreement shall be calculated by excluding the day of service.
(10) In accordance with section 222 of the Contract and Commercial Law Act 2017, the parties agree that any notice or document that must be given in writing by one party to the other may be given in electronic form and by means of an electronic communication, subject to the rules regarding service set out above.

1.4 Interpretation
(1) If there is more than one vendor or purchaser, the liability of the vendors or of the purchasers, as the case may be, is joint and several.
(2) Where the purchaser executes this agreement with provision for a nominee, or as agent for an undisclosed or disclosed but unidentified principal, or on behalf of a company to be formed, the purchaser shall remain liable for all obligations on the part of the purchaser.
(3) If any inserted term (including any Further Terms of Sale) conflicts with the General Terms of Sale the inserted term shall prevail.
(4) Headings are for information only and do not form part of this agreement.
(5) Reference to statutory provisions shall be construed as reference to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time.

2.0 Deposit
2.1 The purchaser shall pay the deposit to the vendor or the vendor's agent immediately upon execution of this agreement by both parties and/or at such other time as is specified in this agreement.
2.2 If the deposit is not paid on the due date for payment, the vendor may at any time thereafter serve on the purchaser a notice requiring payment. If the purchaser fails to pay the deposit on or before the third working day after service of the notice, notice being of the essence, the vendor may cancel this agreement by serving notice of cancellation on the purchaser. Notice of cancellation shall be effective if the deposit has been paid before the notice of cancellation is served.
2.3 The deposit shall be paid to the vendor's order.
2.4 The person to whom the deposit is paid shall hold it as a stakeholder until:
(a) the registration procedure under clause 6.0 is completed without either party cancelling this agreement;
(b) the land is not subject to any conditions; and
(c) the property is a unit title:
(i) any pre-settlement disclosure statement, certified correct by the body corporate, under section 146 of the Unit Titles Act 2010; and
(ii) an additional disclosure statement under section 146 of the Unit Titles Act 2010 (as amended by the Unit Titles Amendment Act 2012) have been provided to the purchaser by the vendor within the times prescribed in those sections or otherwise the purchaser has given notice under section 146 of the Unit Titles Act 2010 to postpose the settlement date until after the disclosure statements have been provided; or
(d) this agreement is cancelled pursuant to subclause 6.2.0(b) or voided pursuant to subclause 10.6.0, or, where the property is a unit title and the vendor having the right to cancel this agreement pursuant to sections 152 of the Unit Titles Act 2010 continues this agreement pursuant to that section, or has voided the right to cancel by giving notice to the vendor, or by completing settlement of the sale.

3.0 Possession and Settlement
3.1 Possession
(1) Unless otherwise indicated in this agreement, the property is sold with vacant possession and the vendor shall so yield the property on the settlement date.
3.2 If the property is sold with vacant possession, then subject to the state of any tenancy of the property, the vendor shall permit the purchaser or any person authorized by the purchaser in writing, upon reasonable notice:
(a) to enter the property on one occasion prior to the settlement date for the purposes of examining the property, chattels and fixtures which are included in the sale; and
(b) to re-enter the property on or before the settlement date to continue possession by the vendor with any agreement made by the vendor to carry out any work on the property and the chattels and fixtures.
3.3 Settlement
(1) Settlement shall be unaffected by any chattels that are not fixed to the property, and any chattels or fixtures that are removed from the property by the vendor in accordance with the requirements of the vendor.
(2) The vendor shall deliver to the purchaser:
(a) a signed copy of the purchase agreement; and
(b) all other documents required to be given to the purchaser.

3.5 On the settlement date, the vendor shall deliver to the purchaser the keys to all apartments and access codes, if any, as are held by the vendor. The vendor shall not change the locks on the premises.

3.6 The vendor shall:
(a) deliver to the purchaser a transfer application in the vendor's name, completed and executed, signed by the vendor; and
(b) deliver to the vendor’s lawyer any other written instructions that the vendor must provide to the vendor's lawyer on settlement of the purchase agreement.

3.7 The vendor’s lawyer shall:
(a) lodge that transfer application with the registrar of transfer application and prepare for the vendor a transfer instrument in respect of the property; and
(b) certify and sign the transfer instrument.

3.8 On the settlement date:
(a) the balance of the purchase price, interest and other monies, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (credit being given for any amount payable by the vendor under clause 3.12 or 3.14);
(b) the vendor shall deliver to the vendor’s lawyer immediately thereafter:
(i) to the vendor’s lawyer any other written instructions that the vendor must provide to the vendor's lawyer on settlement of the purchase agreement; and
(ii) all other documents including but not limited to the purchase agreement, any amendment to the purchase agreement and any other written instructions that the vendor must provide to the vendor's lawyer on settlement of the purchase agreement.

3.9 All obligations under subclause 3.8 are interdependent.

3.10 The vendor shall complete settlement by way of remote settlement, provided that where settlement by bank cheque is permitted under the PARS Guidelines, payment may be made by the pinned delivery of a bank cheque to the vendor’s lawyer's office, so long as it is accompanied by the unpinning of the purchase agreement by the vendor’s lawyer, as specified in the PARS Guidelines.

3.11 If there is a delay in the settlement, settlement takes place between 4.00 pm and 5.00 pm on the settlement date ("last minute settlement"), the vendor shall:
(a) pay the purchase price, interest and any other monies, if any, to the vendor within the time specified in subclauses 3.10 and 3.14; and
(b) deliver to the vendor’s lawyer any other written instructions that the vendor must provide to the vendor's lawyer on settlement of the purchase agreement.

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Purchaser Default: Late Settlement

3.12 If any portion of the purchase price is not paid upon the due date for payment, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform any obligation the vendor is elected to perform on that due date in consideration for such purchase price, the vendor shall have the right to:

(1) if the vendor is insolvent, to recover from the purchaser the vendor's expenses and all reasonable costs, including costs of selling the property, incurred by the vendor in connection with such purchase; and

(2) if the vendor is not insolvent, to recover from the purchaser the vendor's expenses and all reasonable costs, including costs of selling the property, incurred by the vendor in connection with such purchase.

3.13 Where a default under subclause 3.12 occurs and the parties are unable to agree upon any amount claimed by the vendor for additional expenses and damages:

(1) the vendor shall be entitled to retain from the purchase price any amount payable to a stakeholder by the vendor until the amount payable is determined;

(2) the amount payable must be a reasonable sum having regard to all the circumstances;

(3) if the parties agree on the amount of the vendor, the amount claimed by the vendor shall be determined by an experienced property lawyer appointed by the parties. The appointment must be made within 30 days of the default under subclause 3.12(1);

(4) the stakeholder shall deposit the amount into interest-bearing bank account with a bank registered under the Reserve Bank of New Zealand Act 1989 in the names of the vendor and the purchaser;

(5) the interest earned on the amount of any withholding tax and any bank or legal administration fees and commission charges shall be paid to the stakeholder on the expiration of either party by the president for the time being of the New Zealand law society;

(6) the stakeholder shall lodge the amount on deposit with the bank registered under the Reserve Bank of New Zealand Act 1989 in the name of the vendor and the purchaser.

Vendor Default: Late Settlement or Failure to Give Possession

3.14 For the purposes of this subclause 3.14:

(a) the default period means:

(1) in subclause 3.14(1), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession and the vendor takes possession; and

(2) in subclause 3.14(2), the period from the date the vendor takes possession until the date when settlement occurs; and

(b) the vendor shall be deemed to be unwilling to give possession if the vendor does not exert efforts to give possession.

3.15 If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform the vendor's obligations under this agreement:

(1) the vendor shall pay the purchaser, at the option of the vendor, either:

(a) a sum equivalent to any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or

(b) an amount equivalent to interest at the default rate for late settlement on the entire purchase price during the default period;

(2) the vendor shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the vendor's name and not used for any purpose and all costs of the vendor, including any interest payable to the vendor, for the entire default period; and

(3) any interest payable to the vendor at the option of the vendor, at the option of the vendor, during the default period in respect of any mortgage or loan taken out by the vendor in connection with the purchase of the property.

3.16 If this agreement provides for vacant possession and the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform the vendor's obligations under this agreement, the vendor shall have the right to:

(a) retain possession of the property during the default period;

(b) retain any interest that the vendor is entitled to under this subclause 3.14(3) during the default period;

(c) if the vendor is insolvent, to recover from the purchaser the vendor's expenses and all reasonable costs, including costs of selling the property, incurred by the vendor in connection with such purchase; and

(d) if the vendor is not insolvent, to recover from the purchaser the vendor's expenses and all reasonable costs, including costs of selling the property, incurred by the vendor in connection with such purchase.

3.17 Where the parties are unable to agree upon any amount payable under this subclause 3.14:

(a) an interim amount shall be paid to a stakeholder by the party against whom it is claimed until the amount payable is determined;

(b) the amount payable shall be the lesser of:

(i) the claim as determined;

(ii) an amount equivalent to the interest at the default rate for late settlement in the default period on such portion of the purchase price (including any interest payable to the vendor) under this agreement or by the settlement date;

(iii) the stakeholder shall lodge the interim amount in an interest-bearing bank account with a bank registered under the Reserve Bank of New Zealand Act 1989 in the name of the vendor and the purchaser;

(iv) the amount payable is the interest earned on the interim amount not of any withholding tax and any bank or legal administration fees and commission charges shall be paid to the stakeholder on the expiration of either party by the president for the time being of the New Zealand law society.

Deferment of Settlement and Possession

3.18 If:

(a) the property is a sell; and

(b) the settlement date is deferred pursuant to either subclause 3.15 or subclause 3.16; and

(c) the vendor considers on reasonable grounds that an extension of time is necessary or desirable in order for the vendor to comply with the warranty in the vendor in subclause 2.2(3) of the contract;

then, the vendor may request the extension of the settlement date.

3.19 If:

(a) there is a default of the settlement date pursuant to subclause 3.15, to the tenth working day following the date upon which the vendor gives the vendor notice that the vendor's compliance certificate has been issued, provided the vendor gives notice of the extension of the settlement date to the purchaser no later than the second working day after such notice; or

(b) there is a default of the settlement date pursuant to subclause 3.16, to the tenth working day following the date upon which one of the parties gives notice that it has become ready, willing, and able to settle, provided the vendor gives notice of the extension of the settlement date to the purchaser no later than the second working day of such notice.

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4.0 Residential Land Withholding Tax

4.1 If the vendor does not have a conveyance or the vendor and the purchaser are associated persons, then:

(1) the vendor must provide the purchaser or the vendor's conveyance, on or before the second working day before the due date for payment of the first residential land purchase amount payable under this agreement, with:
(a) sufficient information to enable the purchaser or the vendor's conveyance to determine to their reasonable satisfaction whether section 54C of the Tax Administration Act 1994 applies to the sale of the property; and
(b) the requisitions under clause 6.0.6.

(2) the vendor shall be liable to pay any costs reasonably incurred by the purchaser or the vendor's conveyance in relation to the purchase price of the first residential land purchase amount.

4.2 If the vendor fails to provide a conveyance or the vendor and the purchaser are associated persons and if the vendor fails to provide the information required under subclause 4.1(1), then the purchaser may:

(1) defer the payment of the first residential land purchase amount payable under this agreement (and any residential land purchase amount that may subsequently fall due for payment) until such time as the vendor supplies the information; or
(2) on the due date for payment of the first residential land purchase amount, or at any time thereafter if payment has been deferred by the purchaser pursuant to this subclause and the vendor has still not provided the information, treat the sale of the property as if it is being made by an offshore RLLT person where there is a requirement to pay RLLT.

4.3 If pursuant to subclause 4.2 the purchaser treats the sale of the property as if it is being made by an offshore RLLT person where there is a requirement to pay RLLT, the purchaser or the purchaser's conveyance may:

(1) seek a reasonable assessment of the amount of RLLT that the purchaser or the vendor's conveyance would be required by the RLLT rules to withhold from any residential land purchase amount if the sale is treated in that manner; and
(2) withhold that amount from any residential land purchase amount and pay it to the Commissioner as RLLT.

4.4 Any amount withheld by the purchaser or the vendor's conveyance pursuant to subclause 4.3 shall be treated as RLLT that the purchaser or the vendor's conveyance is required to be paid by the RLLT rules to withhold.

4.5 The purchaser or the vendor's conveyance shall give notice to the vendor of a reasonable time before payment of any sum due to be paid on account of the purchase price of:

(1) the costs payable by the vendor under subclause 4.1(1) that the purchaser or the vendor's conveyance intends to deduct; and
(2) the amount of RLLT that the purchaser or the vendor's conveyance intends to withhold.

5.0 Risk and Insurance

5.1 The property and fixtures and fittings shall remain at the risk of the vendor until possession is given and the vendor shall be responsible for any loss or damage to the property and fixtures and fittings until possession is given.

5.2 If, prior to the giving and taking of possession, the property is destroyed or damaged, and such destruction or damage has not been made good by the settlement date, then the following provisions shall apply:

(1) the destruction or damage has been sufficiently remedied:
(a) if the destruction or damage has been sufficiently remedied by the vendor, then the vendor shall either:
(i) complete the purchase at the purchase price, less a proportion of the purchase price determined by the vendor's conveyance and paid or receivable by or on behalf of the vendor in respect of the destruction or damage, provided that the reduction shall be made to the purchaser's account if the vendor's insurance company has agreed to recompense the vendor for the destruction or damage and the vendor has tendered written notice of the event to the purchaser on or before the settlement date; or
(ii) cancel this agreement by giving notice in writing to the vendor to that effect and the vendor shall return to the purchaser immediately the deposit and any other moneys paid by the purchaser, and neither party shall have any right or claim against the other arising from this agreement or its cancellation;
(b) if the destruction or damage is not sufficiently remedied by the vendor, then the purchase price shall be reduced by an amount equal to the amount of the diminution in value of the property, which, for the purpose of this agreement, is the amount of the diminution in value that the property would have been sold for on the settlement date if the property had been substantially similar to the property as tendered at the settlement date.

5.3 The purchaser shall not be required to take over any insurance policies held by the vendor.

6.0 Title, boundaries and requisitions

6.1 The vendor shall not be bound to point out the boundaries of the property except that on the sale of a vacant residential lot which is not listed as part of the vendor's conveyance by the Central Survey Act 2002 and any related rules and regulations to identify the boundaries of the property are present in their correct positions at the settlement date.

6.2 (1) The purchaser is deemed to have accepted the vendor's title except as to objections or requisitions which the vendor is entitled to make and notice of which the vendor serves on the vendor on or before the tender of:

(a) the tenth working day after the date of this agreement; or
(b) the settlement date.

(2) When the transfer of the property is to be registered against a new title yet to be issued, the purchaser is deemed to have accepted the title except as to such objections or requisitions which the purchaser is entitled to make and notice of which the vendor serves on the vendor on or before the tenth working day following the date the vendor has given the purchaser notice that the title has been issued and a search copy of it as defined in section 80 of the Land Transfer Act 2007 is available.

(3) If the vendor is unsuitable or unwilling to remove or comply with any objection or requisition as to title, notice of which has been served on the vendor by the purchaser after the tender of the following clauses shall apply:

(i) the vendor shall notify the purchaser ("a vendor's notice") of such instability or unwillingness on or before the fifth working day after the date of service of the purchaser's notice;
(ii) if the vendor does not give a vendor's notice the vendor shall be deemed to have accepted the objection or requisition and it shall be a requirement of settlement that such objection or requisition shall be complied with before settlement;
(iii) if the purchaser does not on or before the fifth working day after service of a vendor's notice notify the vendor that the purchaser waives the objection or requisition, the vendor may (notwithstanding any other provision in these conditions) give notice to the purchaser requesting that vendor to accept the agreement and settle with the objection or requisition.

6.3 (1) If the title to the property being sold is a cross lease title or a unit title and there are:

(a) in the case of a cross lease title:
(i) any covenants or restrictions relating to the external dimensions of any leasehold structure; or
(ii) any covenants or restrictions relating to the external dimensions of any leasehold structure including any building or fixtures or any other ancillary dealings in or in connection with the property;
(b) in the case of a unit title:
(i) any covenants or restrictions relating to the external dimensions of any leasehold structure or
(ii) any covenants or restrictions relating to the external dimensions of any leasehold structure including any building or fixtures or any other ancillary dealings in or in connection with the property;

(ii) the requisitions under clause 6.0.6 are complete.

(2) Subclause 6.3(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to be deposited and title to be issued to the property to issue.
7.0 Vendor's warranties and undertakings

7.1 The vendor warrants and undertakes that at the date of this agreement the vendor has not:

(a) received any notice or demand and has no knowledge of any requisition or outstanding requirement:
   (i) from a local or government authority or any statutory body;
   (ii) under the Resource Management Act 1991; or
   (iii) from any other party;

(b) given any consent or waiver, which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser.

7.2 The vendor warrants and undertakes that at settlement:

(1) The chattels and all personal property, systems or devices which provide any services or amenities to the property, including, without limitation, heating, cooling, or any other service, are delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of this agreement (fair wear and tear excepted) but failure so to deliver them shall not only create a right of compensation.

(2) All electrical and other installations on the property are free of any charge whatsoever.

(3) There are no easements, water rates or charges outstanding on the property.

(4) Where an allowance has been made by the vendor in the settlement statement for incoming receivables, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.

(5) Where the vendor has done or consented to be done on the property any work:
   (a) any permit, resource consent, or building consent required by law was obtained; and
   (b) the vendor's knowledge, the work was completed in compliance with these permits or consents; and

(6) Where under the Building Act, any building on the property sold requires a compliance schedule:
   (a) the vendor has fully complied with all requirements in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
   (b) the building has a current building warrant of fitness; and
   (c) the vendor is not aware of any reason that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is due.

(7) Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.

(8) Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:
   (a) from any local or government authority or any statutory body;
   (b) under the Resource Management Act 1991; or
   (c) from any other party;

(9) Any chattels included in the sale are the unencumbered property of the vendor.

7.3 If the property is or includes part of only a building the warranty and undertakings in subsection 7.1 do not apply. Instead the vendor warrants and undertakes that at the date of this agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule:

(1) to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;

(2) the building has a current building warrant of fitness;

(3) the vendor is not aware of any reason that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is due.

7.4 The vendor warrants and undertakes that on or immediately after completion:

(1) the water and wastewater charges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading; but if the water supplier does not make social readings, the water and wastewater charges shall be apportioned.

(2) Any outgoings incurred in the settlement statement are paid in accordance with the settlement statement and, where applicable, to the dates shown in the settlement statement, or, if different, will be paid immediately after settlement.

(3) The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and collects rates or charges on the land and to the supplier of water.

(4) If the property is a unit, the vendor will notify the body corporate of the transfer of the vendor and the vendor will address of the purchaser.

7.5 If the purchaser has not valued the property or the property has come to the attention of the vendor, the vendor shall be entitled to settle the property in a manner that is convenient to the vendor at no expense to the purchaser, and any such right of settlement shall be subject to the rights of the purchaser at law or in equity, including any rights under subsection 6.4 and any right of equitable set-off.

8.0 Claims for compensation

8.1 If the purchaser claims a right to compensation either under subsection 6.4 or for an equitable set-off:

(1) the purchaser must serve notice of the claim on the vendor on or before the last working day prior to settlement; and

(2) the notice must:
   (a) in the case of a claim for compensation under subsection 6.4, state the particular error, omission, or misrepresentation of the property or title in respect of which compensation is claimed;
   (b) in the case of a claim for an equitable set-off, state the particular matters in respect of which compensation is claimed;

(3) give a genuine preestimate of the loss suffered by the purchaser; and

(4) be particularised and quantified to the extent reasonably possible as at the date of the notice.

8.2 For the purposes of subsection 8.1(1), "settlement" means the date for settlement fixed by this agreement unless, by reason of the conduct or omission of the vendor, the purchaser is unable to settle on that date, in which case notice may be given on or before the last working day prior to the date for settlement fixed by a valid settlement notice served by other party pursuant to subsection 11.1.

8.3 If the amount of compensation is agreed, it shall be deducted on settlement.

8.4 If the amount of compensation is disputed:

(1) on interim amount shall be deducted on settlement and paid by the purchaser to a solicitor until the amount of the compensation is determined;

(2) the interim amount shall be a reasonable sum having regard to all of the circumstances;

(3) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer appointed by the parties. The solicitor's costs shall be split equally by the parties. If the parties cannot agree on the appointment, the appointment shall be made on the application of either party to the president for the time being of the New Zealand Law Society;

(4) the solicitor shall hold the interim amount on interest-bearing cash deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;

(5) the interest earned on the interim amount not of any withholding tax and any bank or legal administration fees and commission charges shall follow the desiccation of the interim amount;

(6) the amount of compensation determined to be payable shall not be limited by the interim amount; and

(7) if the parties cannot agree on a solicitor, the interim amount shall be paid to a solicitor nominated on the application of either party by the president for the time being of the New Zealand Law Society.

8.5 The procedures prescribed in subclauses 8.1 to 8.4 shall not prevent either party taking proceedings for the specific performance of the contract.
9.0 Unit title and cross lease provisions

9.1 If the property is a unit title, sections 144 to 153 of the Unit Titls Act 2010 (the Act) require the vendor to provide to the purchaser a pre-contract disclosure statement, a pre-settlement disclosure statement and, if requested by the purchaser, an additional disclosure statement.

9.2 If the property is a unit title, the vendor waives and undertakes as estimates that:
(1) the information in the pre-contract disclosure statement provided to the purchaser was complete and correct.
(2) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate that have not been disclosed in writing to the purchaser.
(3) Not less than the working days before the settlement date, the vendor will provide:
(a) a certificate of insurance for all insurances effected by the body corporate under the provisions of section 135 of the Act; and
(b) a pre-settlement disclosure statement by the body corporate, certified at 147 of the Act. Any periodic contributions to the operating account shown in the pre-settlement disclosure statement shall be apportioned. There shall be no apportionment of contributions to any long-term maintenance fund, contingency fund or capital improvement fund.
(4) There are no other matters of interest affecting the lot by another provision of the Act or the Unit Titls Act 1972.
(5) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted by or against the body corporate.
(6) No order or declaration has been made by any Court against the body corporate or the owner under any provision of the Act or the Unit Titls Act 1972.
(7) The vendor has no knowledge of any fact which might give rise to or indicate the possibility of:
(a) the owner or the purchaser incurring any other liability under any provision of the Act or the Unit Titls Act 1972; or
(b) proceedings being instituted by or against the body corporate, or
(c) any order or declaration being sought against the body corporate or the owner under any provision of the Act or the Unit Titls Act 1972.
(8) The vendor is not aware of proposals to pass any body corporate resolution relating to its rates nor are there any unrecorded changes to the body corporate rates which have not been disclosed in writing to the purchaser.
(9) No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property which has not been disclosed in writing to the purchaser.
(10) No resolution has ever been passed and no action has been made and the vendor has no knowledge of any proposal for:
(a) the transfer of the whole or any part of the common property;
(b) the addition of any land to the common property;
(c) the cancellation of the unit plan; or
(d) the deposit of an amendment to the unit plan, a redevelopment plan, or a new unit plan in substitution for the existing unit plan, which has not been disclosed in writing to the purchaser.
(11) As at settlement, all contributions and other monies payable to the vendor by the body corporate have been paid in full.

9.3 If the property is a unit title, in addition to the vendor's rights under sections 149 and 160 of the Act, and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 in accordance with his or her requirements, the vendor may:
(1) postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser;
(2) elect that settlement shall take place on the settlement date.

9.4 If the property is a unit title, each party agreed that:
(1) the facsimile number of the office of that party's lawyer shall be an address for service for that party for the purposes of section 206(3)(c) of the Act; and
(2) if that party is absent from New Zealand, that party's lawyer shall be that party's agent in New Zealand for the purposes of section 206(2)(c) of the Act.

9.5 If the property is a unit title, all costs owing to the vendor by the purchaser in accordance with the agreement to provide an additional disclosure statement shall be included in the monies payable by the purchaser by the vendor, pursuant to subclause 3.2(1). Such costs may be deducted from the deposit if the purchaser becomes entitled to a refund of the deposit upon cancellation or avoidance of the agreement.

Unrelated Structures – Cross Leases and Unit Titles

9.6 (1) Where structures (not stated in clause 6.0.8 to be unencumbered) have not been erected on the property without:
(a) the consent of all other unit owners;
(b) the consent of the unit title, if required by the body corporate, or
(c) the consent of the unit title, if required by the body corporate, then the vendor may not occupy the land during the period of occupation on the earlier of:
(i) the tenth working day after the date of this agreement; or
(ii) the settlement date.

10.0 Conditions and mortgage terms

10.1 If particular terms of any finance condition(s) are inserted on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance in terms of those particulars or on or before the finance date.

10.2 (1) If the purchaser has indicated on the front page of this agreement that a LIM is required:
(a) the LIM is to be obtained by the purchaser or the purchaser's solicitor;
(b) the solicitor is to request the LIM on or before the fifth working day after the date of this agreement; and
(c) this agreement is conditional upon the purchaser advising the LIM provider that such approval must not be unreasonably or arbitrarily withheld.

10.3 If, for reasonable grounds, the purchaser does not request the LIM, the vendor shall give notice advising the vendor that such notice shall be given if the fifteenth working day after the date of this agreement stating the particular matters in respect of which approval is withheld and, if those matters are incapable of remedy, what the purchaser reasonably requires to be done to remedy those matters. If the purchaser does not give a purchaser's notice the purchaser shall be deemed to have approved the LIM. If, through no fault of the purchaser, the LIM is not available on or before the fifteenth working day after the date of this agreement and the vendor does not give an extension when requested, this condition shall not have been fulfilled and the provisions of subclause 10.6(3) shall apply.

10.4 The vendor shall give notice to the vendor (the vendor's notice) on or before the fifth working day after receipt of the purchaser's notice advising whether or not the vendor is able and willing to comply with the vendor's notice by the settlement date.

10.5 If the vendor does not give a vendor's notice, or if the vendor's notice advises that the vendor is unable or unwilling to comply with the vendor's notice, then the agreement is deemed to be unfulfilled, and shall be a requirement of the settlement that the vendor's notice be complied with and, also, if the vendor must carry out work on the property, that the vendor shall obtain the approval of the territorial authority to the work done, both before settlement.

10.6 If the vendor has indicated on the front page of this agreement that OIA Consent is required, this agreement is conditional upon OIA Consent being obtained on or before the Land Act/OIA date shown on the front page of this agreement, the purchaser being responsible for payment of the application fee.

10.7 If the vendor has indicated on the front page of this agreement that OIA Consent is not required, or has failed to indicate whether it is required, then the purchaser waives that the purchaser does not require OIA Consent.
10.9 Any mortgage to be advanced pursuant to a finance condition shall be upon and subject to the terms and conditions currently being required by the lender in respect of loans of a similar nature.

10.10 If the vendor to advance mortgage moneys to the purchaser, then, unless otherwise stated, the mortgage shall be in the appropriate “fixed sum” form currently being published by Auckland District Law Society Incorporated.

11.0 Notice to complete and remedies on default

11.1 If the sale is not settled on the settlement date, either party may at any time thereafter serve on the other party a notice of default.

(2) The settlement notice shall be effective only if the party serving it is at the time of service either in all material respects ready, able, and willing to proceed to settle in accordance with this agreement or is not so ready, able, and willing to settle only by reason of the default or omission of the other party.

(3) If the purchaser is in possession, the vendor’s right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 22 of that Act complying with section 22 of that Act.

11.2 Subject to subclause 11(1), upon service of the settlement notice the party on whom the notice is served shall notify:

(1) on or before the thirtieth working day after the date of service of the notice; or

(2) on the first working day after the thirteenth day of January if the period of twelve working days expires during the period commencing on the 6th day of January and ending on the 15th day of January, both days inclusive.

11.3 If this agreement provides for the payment of the purchase price by instalments and the purchaser fails and punctually to pay any instalment on or within the period from the date on which it is due until the ninth day from the date on which it is due, the purchaser shall be in default and the vendor may immediately give notice to the purchaser calling upon the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.

11.4 If the party of default gives notice under this subclause shall be deemed to be a settlement date for the purposes of subclause 11.1.

11.5 The vendor may give a settlement notice with a notice under this subclause.

11.6 If the vendor does not comply with the terms of the settlement notice served by the vendor, then, without prejudice to any other rights or remedies available to the vendor at law or in equity, the vendor may:

(a) sue the purchaser for specific performance;

(b) cancel this agreement by notice to the purchaser or both parties as the purchaser may nominate;

(c) forfeit and retain for the vendor’s own benefit the deposit paid by the purchaser, but not exceeding in all 10% of the purchase price; and/or

(d) sue the purchaser for damages.

11.7 If the vendor serves a settlement notice under this clause shall cease to be on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period or periods of notice in lieu of the period otherwise applicable and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.

11.8 Nothing in this clause shall preclude a party from suing for specific performance without giving a settlement notice.

11.9 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party’s failure to be ready and able to settle upon the expiry of the notice.

12.0 Non-merger

12.1 The obligations and warranties of the parties in this agreement shall not merge with

(1) the granting of possession;

(2) settlement;

(3) the transfer of title to the property;

(4) delivery of the chattels (if any); or

(5) registration of the transfer of title to the property.

13.0 Agent

13.1 If the name of a licensed real estate agent is recorded on this agreement, it is acknowledged that the sale evidenced by this agreement has been made through that agent whom the vendor appoints as the vendor’s agent to effect the sale. The vendor shall pay the agent’s charges including GST for attracting such sale.

14.0 Goods and Services Tax

14.1 If this agreement provides for the purchaser to pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement then

(1) the purchaser shall pay to the vendor the GST which is payable in one sum on the GST date;

(2) where the GST date has not been inserted on the front page of this agreement the GST date shall be the settlement date;

(3) where any GST is not so paid to the vendor, the purchaser shall pay to the vendor at the interest rate on the amount of GST unpaid from the GST date until payment; and

(4) if any default GST.

(5) if it shall not be a defence to a claim against the purchaser for payment of any default GST that the vendor has failed to mitigate the vendor’s loss by paying an amount of GST when it fell due under the GST Act and

(6) any sum to be paid under this clause is included in the moneys payable by the purchaser on settlement pursuant to subclause 3.8(1).

14.2 If the supply under this agreement is taxable, the vendor will deliver a tax invoice to the purchaser on or before the GST date or such earlier date as the purchaser is entitled to delivery of an invoice under the GST Act.

14.3 The vendor warrants that any dwelling and outbuildings or part thereof supplied on sale of the property are not a supply to which section 5(10) of the GST Act applies.
16.0 Zero-rating

16.1 The vendor warrants that the statement on the front page regarding the vendor's GST registration status in respect of the supply under this agreement is correct at the date of this agreement.

16.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 1 are correct at the date of this agreement.

16.3 Where the particulars stated on the front page and in Schedule 1 indicate that:
(1) the vendor is and/or will be a settlement agent for the supply under this agreement;
(2) the recipient is and/or will be a settlement agent for the supply under this agreement;
(3) the recipient intends to use the property for making taxable supplies; and
(4) the recipient does not intend to use the property as a principal place of residence by the recipient or a person associated with the recipient under sub-section 24(1)(c) of the GST Act,
GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(m) of the GST Act.

16.4 If GST is chargeable on the supply under this agreement at 0% pursuant to section 11(1)(m) of the GST Act, then on or before settlement the purchaser will provide the vendor with the recipient's name, address, and registration number if any of those details are not included in Schedule 1 or they have altered.

16.5 If any of the particulars stated by the purchaser in Schedule 1 should alter between the date of this agreement and settlement the purchaser shall notify the vendor of the altered particulars and of any other relevant particulars in Schedule 1 which may not have been completed by the purchaser as soon as practicable and in any event no later than two working days before settlement. The purchaser warrants that any altered or added particulars will be correct as at the date of the purchaser's notification. If the GST treatment of the supply under this agreement should be altered as a result of the altered or added particulars, the vendor shall prepare and deliver to the purchaser or the purchaser's lawyer an amended settlement statement if the vendor has already tendered a settlement statement, and a credit note or a debit note, as the case may be, if the vendor has already issued a tax invoice.

16.6 If
(1) the particulars in Schedule 1 state that part of the property is being used as a principal place of residence at the date of this agreement; and
(2) that part is still being so used at the time of the supply under this agreement,
the supply of that part will be a separate supply in accordance with section 9(16)(b) of the GST Act.

16.7 If
(1) the particulars in Schedule 1 indicate that the recipient intends to use part of the property as a principal place of residence by the recipient or a person associated with the recipient under section 24(1)(c) of the GST Act; and
(2) that part is the same part as that being used as a principal place of residence at the time of the supply under this agreement,
then the references in subclauses 16.3 and 16.4 to "the property" shall be deemed to mean the remainder of the property excluding that part, and the references to "the supply under this agreement" shall be deemed to mean the supply under this agreement of that remainder.

16.8 Supply of a Going Concern

16.1 If there is a supply under this agreement to which section 11(1)(m) of the GST Act does not apply but which comprises the supply of a taxable activity that is a going concern at the time of the supply, then the vendor agrees to pay in respect of the supply and under this agreement:
(1) each party warrants that it is a registered person or will be so by the date of the supply;
(2) each party agrees to provide the other party with the date of the supply and proof of its registration for GST purposes;
(3) the parties agree that they intend that the supply is of a taxable activity that is capable of being carried on as a going concern by the purchaser; and
(4) the parties agree that the supply made pursuant to this agreement is the supply of a going concern on which GST is chargeable at 0%.

16.2 If it subsequently transpires that GST is payable in respect of the supply made under this agreement, then the provisions of clause 16.0 of this agreement shall apply.

17.0 Limitation of Liability

17.1 If any person enters into this agreement as trustee of a trust,
(1) That person warrants that:
(a) the person has the power to enter into this agreement under the terms of the trust;
(b) the person has properly signed this agreement in accordance with the terms of the trust;
(c) the person does not have a debt that is unsecured by the assets of the trust and that debt has not been lost or impaired by any action of that person involving entry into this agreement; and
(d) all of the persons who are trustees of the trust have approved entry into this agreement;
(2) If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this agreement will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust to time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired, that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.

18.0 Counterparts

18.1 This agreement may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same agreement. A party may enter into this agreement by signing a counterpart copy and sending it to the other party, including by facsimile or e-mail.
FURTHER TERMS OF SALE

See Attached Further Terms of Sale
FURTHER TERMS OF SALE

19. Property details

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20. Payment of Purchase Price

20.1 The Purchase Price will be satisfied on 31 December 2019 ("Settlement Date") by:

20.1.1 the Purchaser accepting liability and responsibility for:

(a) the sums of $79,350 and $408,260, being the two debts owed by the Vendor to TSB Bank Limited ("TSB Loans"); and

(b) the sum of $22,663.16, being the debt owed by the Vendor to John Deere Finance ("John Deere Loan");

as soon as reasonably practical following Settlement Date, the parties will cooperate to ensure that:

(c) the TSB Loans and the John Deere Loan are re-documented by TSB Bank Limited to record the Purchaser as the borrower; and

(d) until the TSB Loans and John Deere Loan are re-documented, the Purchaser agrees to pay to the Vendor, the amounts necessary at the times required to enable the Vendor to meet its obligations under the TSB Loans and the John Deere Loan; and

20.1.2 the Purchaser taking on the liabilities recorded in the Balance Sheet for the Vendor attached in Schedule 4 on behalf of the Vendor and the Purchaser indemnifying the Vendor in respect of all liabilities in the Balance Sheet attached in Schedule 4 from and inclusive of the Settlement Date;

20.1.3 a advance from the Vendor to the Purchaser of $3,177,130.38, with such advance to be recorded by Deed of Acknowledgement of Debt providing for an interest free upon demand loan.
21. Purchase Price

21.1 The parties acknowledge that the Purchase Price:

21.1.1 is based on a best estimate of the balance sheet for the Vendor as at the Settlement Date based on the balance sheet attached in Schedule 4 ("Estimated Amount") but if the actual balance sheet for the Vendor as at the Settlement Date results in a difference from the Estimated Amount; and

21.1.2 for the land, is based on Government Valuation but if this transaction shall ever be reviewed by the Commissioner of Inland Revenue and a higher price determined, such increased price shall be deemed and become the purchase price and,

the parties shall co-operate in the production of such further documents as may be necessary to record the difference between the purchase price and that expressed in this Agreement as a Vendor advance on the same terms and conditions as are set out in clause 20.1.3.

22. Sale of going concern

22.1 The parties agree that the sale of the business will be considered a going concern for GST purposes and that GST will be zero-rated under section 11(f)(m) of the GST Act.

23. Values

23.1 The parties agree that the buildings, furniture and equipment and motor vehicles set out in Schedule 3 are included in the sale and valued for revenue purposes as stated and valued in Schedule 3.

24. Vendor Warranties

24.1 The Vendor warrants that the Estimated Amount gives a best estimate of the true and fair view of the assets and liabilities and the state of affairs, financial position, cash flows and results of the Vendor as at Settlement Date.

25. Payments received

25.1 The parties acknowledge that the Vendor will continue to receive payment of debts currently owing to the Vendor into the Vendor's bank account. The Vendor will promptly arrange for these funds to be transferred to the a bank account nominated by the Purchaser.

26. Purchaser's Sole Judgement

26.1 The Purchaser acknowledges that they have inspected the property and that they purchase the same relying solely upon their own judgement and not upon any representation or warranty made or given by the Vendor or by any person on behalf of the Vendor.

27. Core Acquisition/Lowest Price

27.1 The parties agree that:

(a) Where in relation to this Agreement, it is necessary to determine the value of the property for the purposes of Section EW32 of the Income Tax Act 2007 or any replacement provision in any succeeding legislation ("the Act") the Purchase Price is the "lowest price" the parties would have agreed upon for the sale and purchase.
of the property if payment had been required in full at the time the first right in the property was transferred.

(b) The sale price is the "cash price" of the property as determined by Section 5 of the Credit Contracts & Consumer Finance Act 2003.

28. Consent to Act

28.1 Both the Vendor and Purchaser as the parties to this Agreement acknowledge that each has instructed Govett Quilliam to act on their behalf.

28.2 Each party has been advised of this before signing the Agreement and acknowledge they have each been given the opportunity and assistance (if decided) to take independent advice. Each party has declined to do so and wishes Govett Quilliam to continue to act to carry into effect this Agreement. Both parties acknowledge that if an actual conflict arises pursuant to this Agreement then each party will be required to seek independent legal advice to resolve such conflict.
SCHEDULE 1
(GST Information – see clause 15.0)

This Schedule must be completed if the vendor has stated on the front page that the vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement. Otherwise there is no need to complete it.

Section 1

1. The vendor’s registration number (if already registered): 10-538-483

2. Part of the property is being used as a principal place of residence at the date of this agreement. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")

3. The purchaser is registered under the GST Act and/or will be so registered at settlement.

4. The purchaser intends at settlement to use the property for making taxable supplies.

If the answer to either or both of questions 3 and 4 is "No", go to question 7

5. The purchaser’s details are as follows:
   (a) Full name: Taranaki Diocesan School For Girls Trust
   (b) Address: 61 Broadway, Stratford 4332
   (c) Registration number (if already registered): 129-974-818

6. The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).
   OR
   The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act.
   That part is: (e.g. "the main farmhouse" or "the apartment above the shop")

7. The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee").

If the answer to question 7 is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further.

Section 2

8. The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.

9. The purchaser expects the nominee at settlement to use the property for making taxable supplies.

If the answer to either or both of questions 8 and 9 is "No", there is no need to complete this Schedule any further.

10. The nominee’s details (if known to the purchaser) are as follows:
   (a) Full name:
   (b) Address:
   (c) Registration number (if already registered):

11. The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).
   OR
   The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act.
   That part is: (e.g. "the main farmhouse" or "the apartment above the shop").
### SCHEDULE 2

List all chattels included in the sale

<table>
<thead>
<tr>
<th>Stove</th>
<th>Fixed-floor coverings</th>
<th>Blinds</th>
<th>Curtains</th>
<th>Light fittings</th>
</tr>
</thead>
</table>

See Attached Further Terms of Sale

---

**WARNING** (This warning does not form part of this agreement)\

This is a binding contract. Read the information set out on the back page before signing.

**Acknowledgements**

Where this agreement relates to the sale of a residential property and this agreement was provided to the parties by a real estate agent, or by a licensee on behalf of the agent, the parties acknowledge that they have been given the guide about the sale of residential property approved by the Real Estate Agents Authority.

Where this agreement relates to the sale of a unit title property, the purchaser acknowledges that the purchaser has been provided with a pre-contract disclosure statement under section 146 of the Unit Titles Act 2010.

**Signature of Purchaser(s):**

[Signature]

**Director / Trustee / Authorised Signatory / Attorney**

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

**Signature of Vendor(s):**

[Signature]

**Director / Trustee / Authorised Signatory / Attorney**

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

---

*If this agreement is signed under:

(i) a Power of Attorney -- please attach a Certificate of non-revocation (available from ADLS: 4098WFP or REINZ); or

(ii) an Enduring Power of Attorney -- please attach a Certificate of non-revocation and non-suspension of the enduring power of attorney (available from ADLS: 4997WFP or REINZ).

Also insert the following wording for the Attorney’s Signature above:

Signed by [full name of the donor] by his or her Attorney [attorney’s signature].

© ADLS & REINZ 2018. All Rights Reserved.
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<th>Qty</th>
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## Schedule 4 – Balance Sheet

### Education Services

**Balance Sheet as at 31 October 2018**

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<th>Last Year</th>
<th>Last YTD</th>
<th>Code</th>
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<td>3,177,139.20</td>
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</tbody>
</table>

| 31,481    | 8,011    | 5040 | TED 09/2023-03 Cheque | | 78,924.95 |
| 13,450    | 30,450   | 5061 | TED 09/2023-01 Chapel Assn | | 247,709.37 |
| 4,596     | 1,094    | 5062 | TED 09/2023-02 Gymnasium | | 0.00 |
| 7,000     | 1,842    | 5063 | TED 09/2023-04 On Call | | 0.00 |
| 8,000     | 11,000   | 5064 | TED 09/2023-05 Well Students | | 407,613.64 |
| 311,022   | 311,022  | 5011 | TED Investment 71-2000 | | 0.00 |
| 25,420    | 25,420   | 5012 | TED Investment 71-2161 | | 0.00 |
| 26,000    | 26,000   | 5013 | TED Investment 71-2163 | | 0.00 |
| 70,060    | 70,060   | 5014 | TED Investment 71-2166 | | 0.00 |
| 70,000    | 70,000   | 5020 | TED Investment 71-3112 | | 0.00 |
| 20,000    | 20,000   | 5022 | Debt Sec - Hospital | | 0.00 |
| 0         | 2,680    | 5025 | HSE Invest Interest | | 100.00 |
| 183,724   | 183,724  | 5026 | Sale - Cheque | | 100.00 |
| 186,974   | 186,974  | 5027 | Stock - Cheque | | 100.00 |
| 120,436   | 120,436  | 5028 | Cheque Reserve Loan to Parent | | 120,422.41 |
| 31,557    | 36,360   | 5029 | Cheque Reserve Loan to Parent | | 34,785.60 |
| 447,037   | 544,363  | | Current Liabilities | | 469,503.22 |
| 22,156    | 12,442   | | Goods and Services Tax | | 13,466.13 |
| 46,275    | 36,945   | | Accounts Payable | | 38,908.71 |
| 38,778    | 30,661   | | Supplies | | 29,987.40 |
| 10,880    | 7,950    | | Paint Materials | | 0.00 |
| 23,000    | 9,650    | | Paint Supplies | | 0.00 |
| 26,365    | 16,863   | | Greens fee Advances - Fair Ground | | 5,068.50 |
| 51,512    | 51,512   | | Greens fee Advances - Fair Ground | | 0.00 |
| 210,851   | 210,851  | | Board Funds to be Transferred | | 97,738.46 |
| 7,580     | 0        | | Bank Lease Cheques | | 138,065.41 |
| 8,880     | 8,880    | | TED Loan - 45 A/c | | 0.00 |
| 9393      | 0        | 5035 | TED Loan - 45 A/c | | 32,010.00 |
| 0         | 0        | 5017 | TED Reserve - Rental | | 0.00 |
| 322,235   | 323,723  | | Work In Costrual | | 385,293.24 |
| 76,776    | 72,036   | | Non-Current Assets | | 74,76.13 |
| 397,232   | 400,006  | | Non-Current Liabilities | | 3,470,168.25 |
| 472,568   | 479,316  | | Net Assets | | 3,467,613.16 |
| 3,070,363 | 3,187,494 | | | | 3,177,139.38 |
BEFORE SIGNING THE AGREEMENT:

- It is recommended both parties seek professional advice before signing. This is especially so if:
  - there are any doubts. Once signed, this will be a binding contract with only restrictions of termination.
  - the purchaser is not a New Zealand citizen. There are strict controls on the purchase of property in New Zealand by persons who are not New Zealand citizens.
  - property such as a hotel or a farm is being sold. The agreement is designed primarily for the sale of residential and commercial properties.
  - the property is vacant land in the course of being subdivided or there is a new unit title or cross lease to be issued. In these cases additional clauses may need to be inserted.
  - there is any doubt as to the position of the boundaries.
  - the purchaser wishes to check the weather tightness and soundness of construction of any dwellings or other buildings on the land.
- Both parties may need to have customer due diligence performed on them by their lawyer or conveyancer. In accordance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 which is best done prior to the signing of this agreement.
- The purchaser should investigate the status of the property under the Council’s District Plan. The property and those around it are affected by zoning and other planning provisions regulating their use and future development.
- The purchaser should investigate whether necessary permits, consents and code compliance certificates have been obtained from the Council where building works have been carried out. This investigation can be assisted by obtaining a LIM from the Council.
- The purchaser should compare the title plans against the physical location of existing structures where the property is a unit title or cross lease. Structures or alterations to structures not shown on the plans may result in the title being defective.
- In the case of a unit title, before the purchaser enters into the agreement:
  - the vendor must provide to the purchaser the pre-contract disclosure statement under section 146 of the Unit Titles Act 2010;
  - the vendor should check the minutes of the past meetings of the body corporate, enquire whether there are any issues affecting the units and/or the common property, check the body corporate’s long term maintenance fund plan and enquire whether the body corporate has imposed or proposed levies for a long term maintenance fund or any other fund for the maintenance of, or repairs to, the common property.
- The vendor should ensure the warranties and undertakings in clauses 7.0 and 8.0:
  - are able to be complied with; and if not
  - the applicable warranty is deleted from the agreement and any appropriate disclosure made to the purchaser.
- Both parties should ensure the chattels list in Schedule 2 is accurate.
- Before signing this agreement, both parties should seek professional advice regarding the GST treatment of the transaction. This depends upon the GST information supplied by the parties and could change before settlement if that information changes.

THE ABOVE NOTES ARE NOT PART OF THIS AGREEMENT AND ARE NOT A COMPLETE LIST OF MATTERS WHICH ARE IMPORTANT IN CONSIDERING THE LEGAL CONSEQUENCES OF THIS AGREEMENT.

PROFESSIONAL ADVICE SHOULD BE SOUGHT REGARDING THE EFFECT AND CONSEQUENCES OF ANY AGREEMENT ENTERED INTO BETWEEN THE PARTIES.

THE PURCHASER IS ENTITLED TO A COPY OF ANY SIGNED OFFER AT THE TIME IT IS MADE.

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WARNING: ADLS & REINZ monitor the use of its forms and may take enforcement action against any person acting in breach of these obligations. These forms cannot be distributed or sold to another party by the purchaser unless the written agreement of ADLS or REINZ has been obtained.
SCHEDULE 3 – Deed of Acknowledgment and Debt
Deed of Acknowledgement of Debt

BETWEEN

ST MARY'S DIOCESAN SCHOOL INCORPORATED

Creditor

AND

TARANAKI DIOCESAN SCHOOL FOR GIRLS TRUST

Debtor

DATE: 19/11/2019

Govett Quilliam
THE LAWYERS
DATE 19 November 2019

PARTIES

ST MARY'S DIOCESAN SCHOOL INCORPORATED an incorporated society ("Creditor")
TARANAKI DIOCESAN SCHOOL FOR GIRLS TRUST an incorporated charitable trust ("Debtor")

OPERATIVE CLAUSES

1.0 The Debtor acknowledges that it is indebted to the Creditor in the sum of $3,177,139.38 ("the Debt") lent to the Debtor on 31 October 2019 for the purpose of funding the purchase price recorded in the Agreement for Sale and Purchase dated 19 November 2019 between the Creditor as vendor and the Debtor as purchaser (copy of Agreement attached as Schedule 1).

2.0 The Debt is repayable upon demand for payment and pending demand for payment is to be free of Interest.

EXECUTED as a Deed

THE COMMON SEAL of the
ST MARY'S DIOCESAN SCHOOL INCORPORATED affixed in the presence of:

[Signature]

[Signature]

THE COMMON SEAL of the
TARANAKI DIOCESAN SCHOOL FOR GIRLS TRUST affixed in the presence of:

[Signature]

[Signature]
SCHEDULE 4 – Deed of Assignment of Debt
Deed of Assignment of Debt

BETWEEN ST MARY'S DIOCESAN SCHOOL INCORPORATED

Assignor

AND Taranaki Anglican Trust Board on behalf of the Anglican Diocese of Waikato and Taranaki

Assignee

DATE: 19/11/2019

Govett Quilliam
THE LAWYERS
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1.0 BACKGROUND CONFIRMED ................................................................. 2  
2.0 ASSIGNMENT .............................................................................. 2 
3.0 COVENANTS .............................................................................. 2
PARTIES

ST MARY’S DIOCESAN SCHOOL INCORPORATED an incorporated society
("Assignor")

TARANAKI ANGLICAN TRUST BOARD on behalf of the ANGLICAN DIOCESE OF
WAIKATO AND TARANAKI an incorporated charitable trust ("Assignee")

BACKGROUND

A. A Deed of Acknowledgement of Debt dated 19 November 2019 records a debt owed to
the Assignor by Taranaki Diocesan School For Girls Trust an incorporated charitable
trust for the sum of $3,177,139.38 ("the Debt").

B. Under clause 28 of the Rules of the Assignor dated 18 March 2015 ("the Rules"), the
Assignee is to receive the Assignor’s surplus assets on wind up of the Assignor.

C. The Assignor intends to wind up and wishes to assign the Debt to the Assignee pursuant
to clause 28 of the Rules.

OPERATIVE CLAUSES

1.0 BACKGROUND CONFIRMED

1.1 The Background is confirmed.

2.0 ASSIGNMENT

2.1 The Assignor assigns to the Assignee absolutely all of the Assignors’ right, title and
interest in the Debt together with all interest which has accrued, or which may accrue in
the future on the Debt.

2.2 It is acknowledged that the Debt is now owed by Taranaki Diocesan School For Girls
Trust to the Assignee as a result of this Deed of Assignment of Debt.

3.0 COVENANTS

3.1 The Assignor covenant with the Assignee (and its successors and assigns) as follows:

3.1.1 Debt still due: The Debt is still due and owing in full.

3.1.2 Right to assign: The Assignor has full power to assign the Debt to the Assignee.

3.1.3 Quiet enjoyment: The assignment of the Debt under this Deed shall be taken by
the Assignee (and its successors and assigns) free and clear of any mortgages,
pledges, liens, charges or other encumbrances or claims or interests of any other
person.

3.1.4 Further assurances: The Assignor shall do all acts and things, including the
execution of all such documents, as may be reasonably required by the Assignee
to give effect to the assignment contemplated by this Deed.
EXECUTED as a Deed

THE COMMON SEAL of the
ST MARY’S DIOCESAN SCHOOL,
INCORPORATED affixed in the presence of:

Signature of

THE COMMON SEAL of the
TARANAKI ANGLICAN TRUST BOARD
on behalf of the ANGLICAN DIOCESE OF
WAIKATO AND TARANAKI
affixed in the presence of:

Signature of

Signature of

(Trustee)
SCHEDULE 5 – Trusts upon which Proprietor 2 holds the School Property

1.0 SCHOOL PROPERTY

1.1 "School Property" referred to in this Deed means all property, whether real or personal, or in which any of the parties to this Deed have any right, title or interest in, held in relation to the School.

2.0 SPECIAL CHARACTER

2.1 In relation to the School the "Special Character" referred to in this Deed means:

(a) the pursuit of an education conducted within the framework of an intimate extended family group;

(b) the development of a school atmosphere emphasising established Christian standards, values and observances; and

(c) conducting its affairs so that all tuition, religious, recreation and cultural activities provided by the School are organised so that day pupils can, as far as possible, share the advantages offered to boarding pupils.

3.0 OBJECTS FOR WHICH PROPRIETOR 2 HOLDS THE SCHOOL PROPERTY

3.1 In relation to the School the objects for which Proprietor 2 holds the School property (both real and personal) shall be as follows:

(a) as Proprietor of the School to exercise its powers and responsibilities so as to ensure that the Special Character is not jeopardised and that the School continues to reflect, in its teaching and conduct, the Education with a Special Character provided by it;

(b) to co-operate and maintain links with other schools with the same special character;

(c) to plan for any future needs of the School;

(d) to carry out all its responsibilities as Proprietor of the School pursuant to the Act and the Integration Agreement;

(e) to accept and assume all rights and obligations of Proprietor 1 pursuant to the Act and the Integration Agreement;

(f) to enter into such Supplementary or new Integration Agreements pursuant to the Act as may become necessary or desirable for the purpose of these objects.

3.2 For the avoidance of doubt Proprietor 2’s objects pursuant to this Schedule shall empower Proprietor 2 to derive income directly or indirectly from any activity by virtue of
Proprietor 2's objects and powers pursuant to clause 4.0 of this Schedule within Aotearoa-New Zealand, but not otherwise.

3.3 If the legal entity comprising Proprietor 2 is succeeded by a new legal entity comprising a new Corporation Sole, then Proprietor 2 will take the necessary action to ensure that of their obligations and all assets and liabilities pursuant to this Deed will be assigned to the succeeding Corporation Sole.

4.0 POWERS OF PROPRIETOR 2 IN RESPECT TO THE SCHOOL PROPERTY

4.1 Proprietor 2 may do all such acts and things as considered necessary or desirable to fulfil the objects set out in Clause 3.0 of this Schedule.

4.2 Without limiting the provisions of clause 4.1 of this Schedule, but subject to the provisions of clause 4.1, Proprietor 2 shall have all powers conferred upon its trustees by the Trustee Act 1953.

4.3 Proprietor 2 shall, without limiting the provisions of clauses 4.1 and 4.2 of this Schedule, have the following particular powers and authorities in respect to the School Property:

(a) to execute a Deed or Agreement necessary for it to assume the rights and accept the responsibilities of Proprietor 1 as owner and the Proprietor of the School pursuant to the Integration Agreement and to enter into any new Integration Agreement or Supplementary Agreements pursuant to the Act;

(b) to purchase, take on lease, exchange, hire or otherwise acquire and hold sell or otherwise dispose of any real or personal property and in particular any land, buildings, easements, rights or privileges;

(c) to erect, construct, maintain and alter any buildings and associated facilities necessary or convenient to Proprietor 2's objects or business in respect to the School;

(d) to borrow money for the purpose of Proprietor 2's work in respect to the School in such amounts and on such terms as Proprietor 2 shall from time to time think fit and to accept moneys on deposit on such terms and conditions as they shall from time to time determine;

(e) to take over the liability of Proprietor 1 pursuant to any mortgage or charge in respect of the School land or other property acquired by Proprietor 2 including any liability incurred in relation to the School land pursuant to any integration requirements;

(f) to draw, make, accept, endorse, execute or issue cheques, promissory notes and bills of exchange and other negotiable instruments of any kind whatsoever;

(g) to accept donations, bequests, devises or gifts to Proprietor 2;

(h) to enter into contracts in relation to the School and to enforce, sue for and receive and give receipts for fees and/or attendance dues, subscriptions or other moneys owing to Proprietor 2;
to acquire additional land and to erect on that land or on the School land such additional buildings as may from time to time be considered by Proprietor 2 to be necessary or desirable for these objects;

(j) to do all such acts, matters and things as may be incidental to or conducive to the furtherance or attainment of the above objects;

PROVIDED THAT nothing contained in this Schedule shall affect or otherwise derogate from the rights, powers and authorities vested in Proprietor 2 in relation to property other than School property.

5.0 CONFLICT WITH THE ACT

5.1 If there is at any time a conflict between the provisions of this Deed and the obligations of Proprietor 2 under the provisions of the Act, then the Act shall prevail.

6.0 THE SCHOOL ChARTER

6.1 In carrying out its functions Proprietor 2 shall at all times take into account the provisions of the School Charter to the extent that those provisions apply. It is acknowledged that Proprietor 2 is not a party to the School Charter but is to be consulted with regard to any changes to the same.

7.0 CONTINUING ASSISTANCE

7.1 Proprietor 1 will for so long as it has the resources to do so provide advice and assistance and share with Proprietor 2 its expertise in these areas:

(a) the responsibilities of proprietors under integration agreements;

(b) the responsibilities of schools in relation to religious education, Special Character;

(c) such other areas where Proprietor 1’s expertise may be of benefit Proprietor 2 or the School.

8.0 SPECIAL CHARACTER SUPERVISION

8.1 Proprietor 2 shall continue to have responsibility to supervise the maintenance and preservation of the Special Character provided by the School and shall continue to have the right to determine from time to time what is necessary to preserve the Special Character of the education provided by the School and described in the Integration Agreement or in this Deed.

8.2 Proprietor 2 shall conduct a review of the Special Character of the education provided by the School not less than once in every consecutive period of three years from the date of this Deed at such time or times within these periods as it shall select.

AMT-244431-22-157-1
Annex 3: Deed of Novation of Integration Agreement (3 copies)

This is released separately and therefore not included here.
Annex 4: Letter to the proprietor
Aaron Langton  
Chairperson  
St Mary’s Diocesan School Incorporated Board of Proprietors  
St Mary’s Diocesan School  
Private Bag 714  
STRATFORD 4352

Dear Aaron

Thank you for your society’s request for a change of proprietor for St Mary’s Diocesan School (Stratford).

I am pleased to advise you that I have signed the appropriate documents to give effect to the change of proprietorship.

I acknowledge the work you and the society have done over some years as the proprietor of St Mary’s Diocesan School (Stratford), and wish the Taranaki Diocesan School for Girls Trust well as it assumes this responsibility in the interests of the school’s students.

Yours sincerely

Chris Hipkins  
Minister of Education

cc  Archbishop Philip Richardson, Anglican Archbishop of New Zealand and Bishop of Taranaki, PO Box 647, New Plymouth  
Paul Ferris, CEO Association of Proprietors of Integrated Schools
Annex 5: New Zealand Gazette notice
NOVATION OF INTEGRATION AGREEMENT

Pursuant to section 425 of the Education Act 1989, notice is given that a deed of novation has been signed between the Minister of Education on behalf of Her Majesty the Queen in right of New Zealand, and St Mary’s Diocesan School Incorporated as the original proprietor, and the Taranaki Diocesan School for Girls Trust as the new proprietor of the following school:

- St Mary’s Diocesan School (Stratford) (180).

The deed of novation was executed on 2019. A copy of the deed of novation is available for inspection without charge by any member of the public by writing to enquiries.dunedin@education.govt.nz, or by visiting www.education.govt.nz.

Dated at Wellington this 17th day of December 2019.

\[signature\]

Hon Chris Hipkins
Minister of Education