

COPY

- 5.04 Whanau Management shall promptly provide copies of any statutory, regulatory, code or bylaw requirements served on Whanau Management and promptly comply with such a requirement at its own cost in all things.

#### 6.00 CAPITAL WORKS AND STRUCTURAL REPAIRS

Whanau Management, with the written consent of the Secretary first had and obtained, shall have the right to authorise capital works or structural repairs on any Crown building but shall not be obliged to do so. Any such work shall be carried out at the cost of Whanau Management in all things.

#### 7.00 EMERGENCIES

In an emergency Whanau Management shall be responsible for taking any reasonable action necessary to minimise or prevent further damage and otherwise safeguard the premises.

#### 8.00 REGULATIONS

Whanau Management shall comply with all enactments, regulations (including the Education (Early Childhood Centres) Regulations 1990), territorial authority bylaws, New Zealand Standards and in addition any standards determined by the Secretary which are applicable to the premises or Whanau Management's use of the premises whether relating to the health and safety of occupants or otherwise.

#### 9.00 STANDARDS OF WORK

Whanau Management shall ensure that any works carried out by it under Clauses 5.00 to 8.00 inclusive of this document are executed in accordance with good standards of workmanship and generally as otherwise required by the Secretary in respect of Crown Buildings and the Board in respect of both Board Buildings and Whanau Management Buildings.

#### 10.00 LICENSOR RIGHT OF ENTRY

The Board or the Secretary by their members, employees, agents, contractors or invitees shall have the right to enter the premises for inspection purposes at reasonable times after having first given reasonable notice to Whanau Management.

## 11.00 CONSENT TO CONSTRUCTION BY WHANAU MANAGEMENT

11.01 Should Whanau Management wish to place a building on the premises the following procedure shall be followed:

(A) Prior to relocating or constructing any building on the land Whanau Management shall:

(i) Submit plans and specifications of the building and a site plan to the Board and the Secretary together with a report from a "Building Certifier" (as that expression is defined in Section 2 of the Building Act 1991) stating what work is required to obtain a building consent and what must be done to comply with the provisions of the New Zealand Building Code, The Building Act 1992, Health and Safety in Employment legislation, Regulations and Codes, Ministry of Education standards and any other statutory or regulatory codes relating to the relocation or construction or use and occupation of the intended Whanau Management Building.

(ii) Obtain the prior written consent of the Secretary to the construction or relocation of the building on the premises prior to making any application to any Territorial Authority for the building consent required in respect of the same.

(iii) Arrange an adequate comprehensive all risks (including public liability) insurance cover in respect of the period during which relocation or construction on the premises takes place.

(B) Whanau Management shall abide by the written decision of the Secretary on any application for consent. The Secretary shall on any application for consent have the power to:

(i) Decline permission to relocate/  
construct a Whanau Management building on the premises.

(ii) Grant consent to relocation or construction on the premises subject to the terms and conditions contained in this document and any further special terms and conditions thought appropriate.



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- (iii) Charge a fee for consideration of the application for consent.

11.02 Should the consent referred to in clause 11.01 be granted Whanau Management shall be deemed to have acknowledged as follows:

- (A) That the consent shall not either expressly or implied grant any interest either legal or equitable in the premises which shall at all times remain in the ownership of the Secretary;
- (B) That Whanau Management shall not lodge any Caveat notice or other charge against the premises or the land to protect its ownership of the building consented to;
- (C) That any Whanau Management Building will at all times comply with:
  - (i) The conditions of this document as they may apply;
  - (ii) Such further special terms and conditions as may be imposed under clause 11.01(B)(ii);
  - (iii) The conditions prescribed in the building consent granted under Part V Building Act 1991 and all other consents, permits, codes, statutes and regulations referred to in clause 11.01(A)(i).
- (D) That notwithstanding any rule of law or equity to the contrary neither The Board nor the Secretary shall in any circumstances whatsoever be liable for any damage or destruction which may occur to any Whanau Management Building on the land.
- (E) That any consent given under the provisions of this clause shall be deemed revoked upon the removal of the Whanau Management Building to which any given consent relates.
- (F) That the Secretary may cancel any consent granted under the provisions of this clause by the giving of 14 days notice in writing if:
  - (i) Whanau Management breaches or fails to observe any of the provisions of this clause as they relate to any Whanau Management Building;

- (ii) The Property Occupancy Document notified by the Secretary to the Board is cancelled;
  - (iii) Whanau Management ceases to use any Building on the premises for early childhood purposes;
  - (iv) The within document is cancelled for any reason whatsoever.
- (G) That the Secretary upon the cancellation of any consent under clause 11.02(F) shall allow Whanau Management not less than 2 calendar months to remove the Whanau Management Building(s) to which the cancellation relates.
- (H) That Whanau Management shall remove the Whanau Management Building and shall reinstate the premises upon which the said Building stood, to a neat, tidy and safe condition and otherwise make good the site to the satisfaction of the Board or the Secretary.
- (I) That should Whanau Management fail to remove any Whanau Management Building as required by this Agreement within 2 months from the date the cancellation takes effect or within such further time as the Secretary may have agreed then the Whanau Management shall be deemed to have abandoned such building(s) to the Secretary or alternatively the Secretary may remove such building(s) from the premises and reinstate the land to a neat and tidy condition at the cost in all things of Whanau Management.

11.03 Whanau Management may, at any time during the currency of this document by serving not less than 14 days notice on the Secretary, terminate any consent granted under Clause 11.01. Upon termination the provisions of Clause 11.02(G), (H) and (I) shall apply with such modifications as may be necessary.

11.04 Should Whanau Management remove any Whanau Management Building prior to terminating the consent granted under clause 11.03, failure by Whanau Management to reinstate the land promptly thereafter to a neat, tidy and safe condition and otherwise make good the site to the satisfaction of the Board or the Secretary shall be deemed to be a breach of this document.

11.05 Neither the Board nor the Secretary shall be liable for any loss, harm, or damage suffered by Whanau Management howsoever arising from the Secretary's revocation of any consent granted under clause 11.01.



COPY

#### 12.00 CANCELLATION OF THIS DOCUMENT

- 12.1 The Secretary may cancel this document by giving:
- (a) not less than 120 days written notice to Whanau Management and the Trust; or
  - (b) In the event Whanau Management's Licence is cancelled under Regulation 14 of the Education (Early Childhood Centres) Regulations 1990, such Lesser notice as the Secretary deems appropriate in consultation with the Trust.
- 12.2 The Secretary shall be under no liability to make good any loss or damage howsoever accruing to Whanau Management from the cancellation of this document.

#### 13.00 VARIATION OF THIS DOCUMENT

- 13.01 This document may be amended by the Secretary from time to time by written notice to Whanau Management and the Trust.
- 13.02 Before cancelling this document pursuant to clause 12.00 or varying it pursuant to this clause, the Secretary shall advise Whanau Management of the Secretary's intentions in writing and Whanau Management shall be given 14 days from the date of such notice to make a written response to it. The Secretary shall have regard to any Whanau Management representations so made but shall, at the Secretary's discretion in all things, not be obliged to act on such representations.

#### 14.00 GENERAL TERMS AND CONDITIONS OF THIS DOCUMENT

- 14.1 The premises shall only be used for activities normally associated with Te Kohanga Reo Kaupapa. That the school is to be notified of all times that the Te Whanau Tahi Te Kohanga Reo are to use the premises outside normal school operating times.
- 14.2 This document is personal to Whanau Management who shall not part with possession or control of the premises.
- 14.3 The Secretary or the Board may give notice in writing to Whanau Management to make good any defect in the repair order or condition of the premises which is the responsibility of Whanau Management and Whanau Management shall make good the premises at its own expense. If such defects are not remedied within a time specified by the Secretary or the Board then the Secretary or the Board may thereafter remedy the defects at the expense of Whanau Management or terminate this Licence under Clause 14.10. Nothing in this clause

PROPERTY OCCUPANCY DOCUMENT

COPY

TE KOHANGA REO LICENCE

FILE NUMBER: 103006

TO WHANAU MANAGEMENT OF THE:

.. TE WHANAU TAHI TE KOHANGA REO

AND TO BOARD OF TRUSTEES OF THE:

.. ROWLEY AVENUE PRIMARY SCHOOL

AND TO THE TRUST:

TAKE NOTICE that pursuant to Section 319 of the Education Act 1989 the Secretary for Education notifies this Property Occupancy Document, comprising the First, Second and Third Schedules attached. This document may from time to time be varied by any special conditions notified in the Third Schedule.

This notification is issued by:

Kevin Francis Beardsley (Signature)

Kevin Francis Beardsley (Full Name)  
Manager, Network  
Provision, Sth Region (Designation)

acting for the Secretary pursuant to an Instrument of Delegation.

Dated at Christchurch this Fifteenth day of Nov



Four copies of this document are dispatched to the Te Kohanga Reo National Trust Board, who are requested to acknowledge receipt of and agreement with this notification by completing the details below:

..... (Signature)

Anna Marsh ..... (Name)

as duly authorised Agent for the said Trust: Te Kohanga Reo National Trust Board

Manager Administration ..... (Designation)  
26/3/2002

(NB All four copies of this document are to be returned to the Ministry's District Office after execution by the Trust).

The four copies of this document are then to be signed by the Board of Trustees previously named, who are requested to acknowledge receipt of and agreement with this notification by completing the details below.

(NB The Board is to forward all four copies of this document to Whanau Management for execution by Whanau Management. The Board and the School are to each retain one executed copy of the document and the remaining two executed documents are to be forwarded by the Board to the Ministry's District Office).

S.A. Kellas ..... (Signature)

S.A. Kellas ..... (Name)

as duly authorised Agent for the Board

Chairman ..... (Designation)  
31/7/2003

(NB The four copies of this document are then to be signed by Whanau Management who are requested to acknowledge receipt of and agreement with this notification by completing the details below).

Haani Hanga ..... (Signature)

Haani Hanga ..... (Name)

as duly authorised Agent for Whanau Management

Chairperson ..... (Designation)  
12/8/2003

COPY

(NB Whanau Management is to retain one executed copy of this document and is to return the other three copies of this document to the Board)

One fully executed copy of this document is to be retained by the Board, one by Whanau Management and the remaining two copies are to be returned to the Ministry's District Office within one month from the date first appearing on the front page of this document. The Ministry will then forward one copy of the full executed document to the Trust and retain the other copy for its records.

NB \* If School on which ECC is to operate is a closed school, Board execution is not required and the Trust is to execute three copies of the document and return these to the Ministry's District Office, who will obtain Whanau Management execution of the document.



## 1.00 DEFINITIONS

- (A) "The Board" means the Board of Trustees named on the preceding page.
- (B) "Board Building" means any building on the land which is entirely owned by the Board.
- (C) "Board Maintenance" means such maintenance obligations (if any) as the Secretary may from time to time prescribe under the provisions of clause 5.03 of this document.
- (D) "Building" means any building on the land.
- (E) "Capital Works" means any works to extend replace or reinstate or otherwise add to any buildings, facilities or to extend their life, or enhance the utility of the buildings and facilities but excludes all Board maintenance and ECC maintenance as hereafter defined.
- (F) "Crown Building" means any building on the land, which is wholly or partially owned by the Crown.
- (G) "Facilities" means all improvements which are capital and fixed in nature, other than buildings but including fences, sealed areas, structures for outdoor play and sandpits but does not include any chattels.
- (H) "The POD" means the Property Occupancy Document and any amendments thereto issued to the School under Section 70 Education Act 1989 (if at all).
- (I) "The Premises" means the land buildings and facilities to which this Agreement relates, which is part of the School as hereafter defined.
- (J) "School" means the land described in the First Schedule and shall extend to and include "Shared Use Area" where applicable.
- (K) "The Secretary" means the Secretary for Education.
- (L) "Shared Use Area" means those cases where shared use is specified in the Second Schedule to this Agreement.
- (M) "The Trust" means the Te Kohanga Reo National Trust Board, as the representative of the Whanau Management to whom this document is issued.
- (N) "Whanau Management" shall mean the person or people having control of the Kohanga Reo.

- COPY
- (O) **"Whanau Management Building"** means any building on the land which is wholly or partially owned by Whanau Management or by any other entity not being the Crown.

## **2.00 COMMENCEMENT OF THIS DOCUMENT**

This document shall commence on the date of its execution by the Secretary.

## **3.00 LICENCE FEE AND OTHER COSTS PAYABLE BY WHANAU MANAGEMENT**

3.01 Whanau Management shall pay:

- (A) Such annual licence fee (an annual service and administration charge) from time to time plus GST at such periods as may be notified by the Secretary.
- (B) All operating costs associated with the Premises and any Shared Use Area (if any) including but not limited to charges for:
  - (i) All repairs and maintenance to any buildings or facilities whether required pursuant to clause 5.02 of this document or otherwise;
  - (ii) Electricity, gas, water supply, rubbish disposal, heating telephone, grass cutting or cleaning services if separately metered or assessable;
  - (iii) Insurance premiums;
  - (iv) Territorial Authority rates and taxes or other like charges levied in respect of the premises or Whanau Management's use of the Premises and Shared Use Area (if any);
  - (v) An annual service and administration charge as notified and varied from time to time by the Board, which shall be payable to the Board on the dates nominated by it.
  - (vi) All costs associated with complying with any statutory, regulatory, code or bylaw requirement concerning the use and occupation of the premises by Whanau Management.



- (vii) All costs incurred by the Secretary in complying with the Building Act 1991.
- (viii) All and any other expenses arising from Centre Management's use and occupation of the Premises whether related to the foregoing items or not.

#### 4.00 INSURANCE

- 4.01 Whanau Management shall at all times during the continuance of this document, comprehensively insure all Buildings and improvements on the land occupied by Whanau Management in its name as occupier and the Ministry as owner including those buildings where Whanau Management fully or partially funded the establishment costs.
- 4.02 Should any insurance cover extend to and include a Whanau Management Building, then the Secretary shall account to Whanau Management for any policy proceeds received in respect of damage or destruction to such a building.
- 4.03 The Board and Whanau Management shall liaise as required to keep insurance costs as reasonable as possible.

#### 5.00 REPAIRS AND MAINTENANCE OBLIGATIONS

- 5.01 Whanau Management shall repair and maintain the premises. In construing this clause regard shall be had to:
  - (A) The condition of the premises at the commencement of this document;
  - (B) Fair wear and tear;
  - (C) The purposes for which the premises are to be used.
- 5.02 The Secretary and the Board shall have no liability for any repairs or maintenance or work of a capital or structural nature whether in respect of any Crown Building, Board Building or Whanau Management Building.
- 5.03 The Secretary shall have such maintenance, repair, structural and capital works obligations as the Secretary may notify from time to time by way of formal variation to this document.

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#### 6.00 CAPITAL WORKS AND STRUCTURAL REPAIRS

Whanau Management, with the written consent of the Secretary first had and obtained, shall have the right to authorise capital works or structural repairs on any Crown building but shall not be obliged to do so. Any such work shall be carried out at the cost of Whanau Management in all things.

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In an emergency Whanau Management shall be responsible for taking any reasonable action necessary to minimise or prevent further damage and otherwise safeguard the premises.

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Whanau Management shall comply with all enactments, regulations (including the Education (Early Childhood Centres) Regulations 1990), territorial authority bylaws, New Zealand Standards and in addition any standards determined by the Secretary which are applicable to the premises or Whanau Management's use of the premises whether relating to the health and safety of occupants or otherwise.

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Whanau Management shall ensure that any works carried out by it under Clauses 5.00 to 8.00 inclusive of this document are executed in accordance with good standards of workmanship and generally as otherwise required by the Secretary in respect of Crown Buildings and the Board in respect of both Board Buildings and Whanau Management Buildings.

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The Board or the Secretary by their members, employees, agents, contractors or invitees shall have the right to enter the premises for inspection purposes at reasonable times after having first given reasonable notice to Whanau Management.



## 11.00 CONSENT TO CONSTRUCTION BY WHANAU MANAGEMENT

11.01 Should Whanau Management wish to place a building on the premises the following procedure shall be followed:

- (A) Prior to relocating or constructing any building on the land Whanau Management shall:
  - (i) Submit plans and specifications of the building and a site plan to the Board and the Secretary together with a report from a "Building Certifier" (as that expression is defined in Section 2 of the Building Act 1991) stating what work is required to obtain a building consent and what must be done to comply with the provisions of the New Zealand Building Code, The Building Act 1992, Health and Safety in Employment legislation, Regulations and Codes, Ministry of Education standards and any other statutory or regulatory codes relating to the relocation or construction or use and occupation of the intended Whanau Management Building.
  - (ii) Obtain the prior written consent of the Secretary to the construction or relocation of the building on the premises prior to making any application to any Territorial Authority for the building consent required in respect of the same.
  - (iii) Arrange an adequate comprehensive all risks (including public liability) insurance cover in respect of the period during which relocation or construction on the premises takes place.
- (B) Whanau Management shall abide by the written decision of the Secretary on any application for consent. The Secretary shall on any application for consent have the power to:
  - (i) Decline permission to relocate/  
construct a Whanau Management building on the premises.
  - (ii) Grant consent to relocation or construction on the premises subject to the terms and conditions contained in this document and any further special terms and conditions thought appropriate.

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- (iii) Charge a fee for consideration of the application for consent.

11.02 Should the consent referred to in clause 11.01 be granted Whanau Management shall be deemed to have acknowledged as follows:

- (A) That the consent shall not either expressly or implied grant any interest either legal or equitable in the premises which shall at all times remain in the ownership of the Secretary;
- (B) That Whanau Management shall not lodge any Caveat notice or other charge against the premises or the land to protect its ownership of the building consented to;
- (C) That any Whanau Management Building will at all times comply with:
  - (i) The conditions of this document as they may apply;
  - (ii) Such further special terms and conditions as may be imposed under clause 11.01(B)(ii);
  - (iii) The conditions prescribed in the building consent granted under Part V Building Act 1991 and all other consents, permits, codes, statutes and regulations referred to in clause 11.01(A)(i).
- (D) That notwithstanding any rule of law or equity to the contrary neither The Board nor the Secretary shall in any circumstances whatsoever be liable for any damage or destruction which may occur to any Whanau Management Building on the land.
- (E) That any consent given under the provisions of this clause shall be deemed revoked upon the removal of the Whanau Management Building to which any given consent relates.
- (F) That the Secretary may cancel any consent granted under the provisions of this clause by the giving of 14 days notice in writing if:
  - (i) Whanau Management breaches or fails to observe any of the provisions of this clause as they relate to any Whanau Management Building;



- (ii) The Property Occupancy Document notified by the Secretary to the Board is cancelled;
  - (iii) Whanau Management ceases to use any Building on the premises for early childhood purposes;
  - (iv) The within document is cancelled for any reason whatsoever.
- (G) That the Secretary upon the cancellation of any consent under clause 11.02(F) shall allow Whanau Management not less than 2 calendar months to remove the Whanau Management Building(s) to which the cancellation relates.
- (H) That Whanau Management shall remove the Whanau Management Building and shall reinstate the premises upon which the said Building stood, to a neat, tidy and safe condition and otherwise make good the site to the satisfaction of the Board or the Secretary.
- (I) That should Whanau Management fail to remove any Whanau Management Building as required by this Agreement within 2 months from the date the cancellation takes effect or within such further time as the Secretary may have agreed then the Whanau Management shall be deemed to have abandoned such building(s) to the Secretary or alternatively the Secretary may remove such building(s) from the premises and reinstate the land to a neat and tidy condition at the cost in all things of Whanau Management.

11.03 Whanau Management may, at any time during the currency of this document by serving not less than 14 days notice on the Secretary, terminate any consent granted under Clause 11.01. Upon termination the provisions of Clause 11.02(G), (H) and (I) shall apply with such modifications as may be necessary.

11.04 Should Whanau Management remove any Whanau Management Building prior to terminating the consent granted under clause 11.03, failure by Whanau Management to reinstate the land promptly thereafter to a neat, tidy and safe condition and otherwise make good the site to the satisfaction of the Board or the Secretary shall be deemed to be a breach of this document.

11.05 Neither the Board nor the Secretary shall be liable for any loss, harm, or damage suffered by Whanau Management howsoever arising from the Secretary's revocation of any consent granted under clause 11.01.



COPY

#### 12.00 CANCELLATION OF THIS DOCUMENT

12.1 The Secretary may cancel this document by giving:

- (a) not less than 120 days written notice to Whanau Management and the Trust; or
- (b) In the event Whanau Management's Licence is cancelled under Regulation 14 of the Education (Early Childhood Centres) Regulations 1990, such Lesser notice as the Secretary deems appropriate in consultation with the Trust.

12.2 The Secretary shall be under no liability to make good any loss or damage howsoever accruing to Whanau Management from the cancellation of this document.

#### 13.00 VARIATION OF THIS DOCUMENT

13.01 This document may be amended by the Secretary from time to time by written notice to Whanau Management and the Trust.

13.02 Before cancelling this document pursuant to clause 12.00 or varying it pursuant to this clause, the Secretary shall advise Whanau Management of the Secretary's intentions in writing and Whanau Management shall be given 14 days from the date of such notice to make a written response to it. The Secretary shall have regard to any Whanau Management representations so made but shall, at the Secretary's discretion in all things, not be obliged to act on such representations.

#### 14.00 GENERAL TERMS AND CONDITIONS OF THIS DOCUMENT

14.1 The premises shall only be used for activities normally associated with Te Kohanga Reo Kaupapa. That the school is to be notified of all times that the Te Whanau Tahi Te Kohanga Reo are to use the premises outside normal school operating times.

14.2 This document is personal to Whanau Management who shall not part with possession or control of the premises.

14.3 The Secretary or the Board may give notice in writing to Whanau Management to make good any defect in the repair order or condition of the premises which is the responsibility of Whanau Management and Whanau Management shall make good the premises at its own expense. If such defects are not remedied within a time specified by the Secretary or the Board then the Secretary or the Board may thereafter remedy the defects at the expense of Whanau Management or terminate this Licence under Clause 14.10. Nothing in this clause



- 14.4 Whanau Management shall comprehensively indemnify the Secretary and the Board from and against all claims, actions, suits and demands that may be made or brought against the Secretary or the Board in respect of any work matter or thing done or omitted to be done by Whanau Management upon the premises.
- 14.5 Neither the Secretary nor the Board shall be under any obligation to repair or replace any buildings or facilities on the premises that may be damaged, destroyed or become unusable.
- 14.6 Whanau Management shall take all necessary precautions to ensure the safety and security of the premises.
- 14.7 Whanau Management shall not allow any activity to be carried out on the premises which may cause nuisance, annoyance or inconvenience to the public or nearby occupants of other properties.
- 14.8 Unless otherwise determined by the Secretary or the Board nothing in this Licence shall obligate Whanau Management to undertake works of a structural or capital nature.
- 14.9 The Secretary or the Board may direct Whanau Management not to use the whole or any part of the premises if at any time the Secretary or the Board believes that such part of the premises is unsafe or unfit for use and Whanau Management shall comply with the provisions of such notice. This power is in addition to the power of the Secretary to suspend the Licence to operate on the premises under Regulation 13 of the Education (Early Childhood Centres) Regulations 1990.
- 14.10 The Secretary or the Board may, in addition to powers of cancellation under Clause 12.00, upon giving not less than 21 days notice in writing to Whanau Management and the Trust, cancel this document in whole or as to any portion of the premises if:
- (a) Any Crown Building or Board Building or part thereof is substantially damaged by fire or other cause and either the Secretary or Board determines that repair, reinstatement or replacement is not feasible. This provision shall be construed to be subject to any prior rights of an Insurer.
  - (b) Either the Secretary or the Board considers that all or part of the Buildings or facilities can no longer be repaired, maintained or upgraded economically.
  - (c) The property occupancy fee, operating costs or any other cost or disbursement payable under this document to the Secretary or the Board or any third party remains unpaid for more than 90 days.



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14.11 Should the Secretary or the Board determine this document under the provisions of this Clause or Clause 12.00 then such determination shall be without prejudice to any antecedent liability of Centre Management for any breach of this document.

14.12 That Rowley Avenue School in future incorporates Te Whanau Tahī Te Kohanga Reo in all fire, earthquake and civil defence exercises.

**15.00 DEEMED ACKNOWLEDGEMENTS BY  
CENTRE MANAGEMENT**

15.01 Where any action is taken in the administration of this document by the Board independently of the Secretary then Whanau Management is deemed to have acknowledged:

- (a) That such administrative action is independent of the Secretary to whom no right of appeal or review shall lie; and
- (b) That no other right of appeal or review whether through the Courts, by Arbitration or otherwise howsoever shall lie; and
- (c) That no civil claim for damages arising from such administrative action (whether proper or improper and whether normal or excessive) whether in law at equity or otherwise shall lie.

15.02 Where this document confers any administrative responsibility on the Secretary which is exercised by the Secretary independently of the Board then Whanau Management is deemed to have acknowledged:

- (a) That the exercise of such right power or duty is independent of the Board to whom no right of appeal or review shall lie; and
- (b) That 15.01(b) and (c) above also apply in respect of this clause 15.02.

15.03 That Centre Management is not privy to nor does it have any rights or powers under the POD previously notified by the Secretary to the Board under the provisions of Section 70 of the Education Act 1989 (if at all) and that where the provisions of the POD are inconsistent with the provisions of this document in relation to Whanau Management's use and occupation of the premises then the provisions of this document shall not only prevail but shall be deemed to have absolutely excluded and negated any application of the POD notwithstanding the consideration that the POD is in respect of the land of which the premises form part



16.01

The Board by its execution of this document is deemed to have acknowledged that:

- (A) The Secretary has advised the Board of the issuance of this document under the provisions of Section 319 Education Act 1989 notwithstanding the consideration that the premises form part of the land comprised in the POD previously notified (if at all) to the Board under the provisions of Section 70 Education Act 1989.
- (B) The Board agrees to perform various administrative actions under this document as the agent of the Secretary under the provisions of Section 319 Education Act 1989 and at all times will keep the Secretary advised of:
  - (i) The quantum of the annual service and administration charge and any variation thereto levied under clause 3.01(b)(v).
  - (ii) Any notice, requirement or demand made on Whanau Management pursuant to the provisions of this document.
  - (iii) Any proposal to terminate this document before formal steps are taken to serve notice on Whanau Management.
- (C) The Board will in good faith liaise with the Secretary on such administrative matters as may arise from the Board's exercise of the administrative actions conferred on it by this document as may be necessary or expedient.

#### 17.00 ACKNOWLEDGMENT BY SECRETARY

17.01 The Secretary in notifying this document to Whanau Management hereby ratifies to the Board the authorities and delegations conferred on the Board by this document.

17.02 The Secretary herewith confirms that nothing in the within notification shall detract from any obligation of the Secretary to the Board under the POD (if any) previously notified by the Secretary to the Board which shall continue to apply as between the Secretary and the Board as if this document did not exist.

C

18.00

SERVICE OF NOTICES

Any notice given under this document shall be in writing and shall be delivered personally or by post to the addressee. Service in the case of Post shall be deemed to have been effected three working days after the date of posting to the address specified.



FIRST SCHEDULE

PART I

[TO SHOW]

Diagram of "School" and that portion of the school which comprises the premises.

PART II

[TO SPECIFY]

A. CROWN BUILDING(S) (as defined in clause 1.00(g))

B. BOARD BUILDING(S) (as defined in clause 1.00(b)).



SECOND SCHEDULE

[TO SHOW]

Diagram of shared use areas between the school and the TKR (if any).

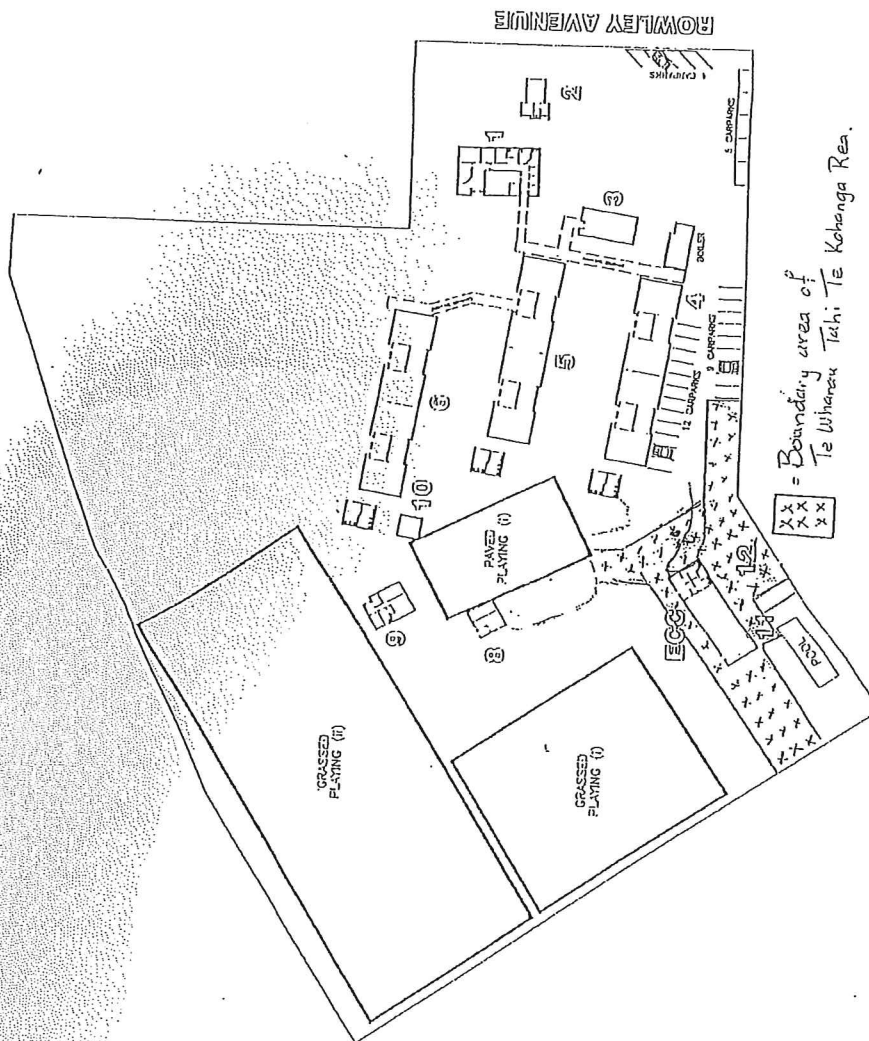


THIRD SCHEDULE

[TO SHOW]

Variations to the document notified by the Secretary under clause 13.00 subsequent to its issue.





Boundary area of Kohanga Rea.

X	X	X
X	X	X

# ROYAL SCHOOL

Te Ichini o le Maseitanga

PROPERTY MANAGEMENT  
MINISTRY OF EDUCATION

Profile No. 2492

新到各種  
西藥



# STEELE

DATE		TIME		LOCATION		REMARKS	
DAY	MONTH	YEAR	HOUR	MIN	SEC	NO.	NAME
1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32
33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56
57	58	59	60	61	62	63	64
65	66	67	68	69	70	71	72
73	74	75	76	77	78	79	80
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