

ST. ANDREW'S CATHEDRAL SCHOOL ORDINANCE 1979

No. 56 1979

AN ORDINANCE to provide for the use of part of St. Andrew's House as a school and to vary the trusts on which the same is held.

WHEREAS

A. The property described in the First Schedule hereto is church trust property held upon trust for the Church of England in the Diocese of Sydney, namely, upon the trusts set forth in the St. Andrew's House Site Ordinance 1976 as varied by the St. Andrew's House Income Ordinance 1977, the Endowment of the See Ordinance 1977 and the St. Andrew's House Income Ordinance 1977 Amending Ordinance 1979.

B. By reason of circumstances which have arisen subsequent to the creation of the trusts on which the said property is held, it is inexpedient to carry out the same to the extent to which the same are hereby varied.

C. Part of the building standing on the said property and known as "St. Andrew's House" was designed for the use of the St. Andrew's Cathedral School.

D. It is expedient that the use of the said part be regulated.

NOW the Standing Committee of the Synod of the Diocese of Sydney in the name and place of the Synod HEREBY ORDAINS DECLARES DIRECTS AND RULES as follows:-

1. By reason of circumstances which have arisen subsequent to the creation of the trusts on which the said property is held, it is inexpedient to carry out the same to the extent to which the same are hereby varied.

2. (1) The Council of St. Andrew's Cathedral School shall be entitled to occupy the part of the said property which is described in the Second Schedule hereto as "the premises" during the whole of the period which is defined as the "term hereof" in the Second Schedule hereto subject to the terms, covenants, provisions and conditions contained in the second schedule hereto.

(2) Glebe Administration Board shall be bound by the terms covenants provisions and conditions contained in the Second Schedule hereto and on its

part to be performed and observed and be entitled to exercise all rights and powers conferred upon it by that Schedule.

30 (3) St. Andrew's House Corporation shall be bound by the terms covenants provisions and conditions contained in the Second Schedule hereto and on its part to be performed and observed and be entitled to exercise all rights and powers conferred upon it by that Schedule.

35 (4) The unincorporated association known as The Council of St. Andrew's Cathedral School and the body corporate known as The Council of St. Andrew's Cathedral School shall be bound by the terms covenants provisions and conditions contained in the Second Schedule hereto and on their part to be performed and observed and be entitled to exercise all rights and powers conferred upon them by that Schedule.

40 3. The said part shall be held (and shall be deemed to have been held since the 1st day of April 1977) upon trust for the said School but only until the date which is defined in the Second Schedule hereto as the "termination date" and after that date shall be held on the same trusts as the residue of the said property is then held.

45 4. Nothing contained in this Ordinance shall require any part of the rents issues or profits from the residue of the said property to be applied for the benefit of the said School except to the extent provided in the St. Andrew's House Income Ordinance 1977 (as amended from time to time).

5. This Ordinance may be cited as "St. Andrew's Cathedral School Ordinance 1979".

FIRST SCHEDULE

The land comprised in Certificate of Title Volume 13705 Folio 170 and the leasehold estate demised by Lease Registered No. R38337.

SECOND SCHEDULE

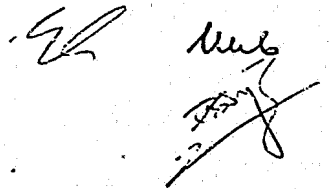
~~(To be submitted to the meeting.)~~

SECOND SCHEDULE

1. INTERPRETATION.

(1) In this schedule, unless repugnant to the context or inconsistent therewith:-

- (a) "the said land" means the property described in the first schedule of the ordinance of which this schedule is the second schedule,
- (b) "Trustee" means every trustee or other owner of the part of the said land which comprises the premises,
- (c) "Board" means Glebe Administration Board,
- (d) "Corporation" means St. Andrew's House Corporation,
- (e) "Council" includes, in addition to The Council of St. Andrews Cathedral School every corporation and unincorporated council or body which manages governs or controls the school during the term hereof,
- (f) "school" means the school founded in 1885 and known as "St. Andrews Cathedral School",
- (g) "building" means the building erected on the said land and known as St. Andrews House,
- (h) "premises" means
 - (i) that part of the floor of the building which is known as Car Park level 2 being the part edged red on the plan annexed hereto and marked "A",
 - (ii) that part of the floor of the building which is known as the Arcade level being the part edged red on the plan annexed hereto and marked "B",

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- (iii) the lift well which is part of the Arcade and higher floors of the building and which is edged in red on the plan annexed hereto and marked "C",
 - (iv) that part of the seventh floor of the building which ⁱ⁾ edged ^{and hatched} red on the plan annexed hereto and marked "D",
 - (v) that part of the eighth floor of the building which is edged ^{and hatched} red on the plan annexed hereto and marked "E",
 - (vi) that part of the roof of the building, which ^{and hatched} is edged ^{in red} on the plan annexed hereto and marked "F".
- (i) "Commencement date" means the 1st day of April 1977,
 - (j) subject to the following paragraphs (i) to (vii), "termination date" means the 31st December 2001 but
 - (i) if prior to the 31st December 2000, the Council notifies the Trustee in writing given to the Trustee that it desires to remain in occupation of the premises after the 31st of December 2001, then, subject to the following paragraphs (ii) to (vii), the termination date shall be the 31st of December 2006,
 - (ii) if the Council gives to the Trustee a written notification pursuant to paragraph (i) and prior to the 31st of December 2005 the Council notifies the Trustee, in writing

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given to the Trustee, that it desires to remain in occupation of the premises after the 31st of December 2006, then, subject to the following paragraphs (iii) to (vii), the termination date shall be the 31st of December 2011,

(iii) if the Council gives to the Trustee written notification pursuant to paragraphs (i) and (ii) and prior to the 31st of December 2010 the Council notifies the Trustee in writing given to the Trustee that it desires to remain in occupation of the premises after the 31st of December 2011, then, subject to the following paragraphs (iv) to (vii), the termination date shall be the 31st of December 2016,

(iv) if the Council gives written notice to the Trustee pursuant to Clause 3 hereof in which the Council states that it desires to terminate the arrangements contained herein, then, subject to the following paragraphs (v) to (vii), the termination date shall be the first anniversary of the 31st December next following the date on which the Council gives such written notice to the Trustee,

(v) if the Trustee, by written notice given to the Council pursuant to Clause 4(1) hereof in which the Trustee states that it proposes to

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cause the building to be demolished, then, subject to the following paragraphs (vi) and (vii) the termination date shall be the first anniversary of the 31st of December next following the date on which the Trustee gives such written notice,

(vi) if the Trustee becomes entitled under Clause 4(5) to terminate the arrangements herein contained, then, subject to the following paragraphs (vii), the termination date means the 31st of December next following the date on which the Trustee becomes entitled, as aforesaid, and

(vii) if the Trustee becomes entitled under Clause 4(2), Clause 4 (3) or Clause 4(4) to terminate the arrangements herein contained, the termination date means the date on which the Trustee terminates the arrangements contained herein,

(k) "term hereof" means the period commencing on the commencement date and ending on the termination date,

(l) "Cost of the premises" means the sum of three million four hundred thousand dollars (\$3,400,000.00).

(m) "Council's pupils and staff" includes all pupils enrolled or attending at the school, all prospective pupils, all former pupils, all persons employed by the Council, all parents of pupils, all parents of,

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prospective pupils and each and every of the Council's agents, contractors, invitees (express or implied) and any other person who may at any time be on the premises, and

- (n) "Standing Committee" means the Standing Committee of the Synod of the Diocese of Sydney.
- (2) Word importing the singular number shall include the plural number. Words importing any gender shall include all other genders. Words importing persons shall include corporations.
- (3) The headings in this Schedule are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any provision of this Schedule or in any way affect the interpretation of this Schedule.

2. PREMISES AND VACATION THEREOF

- (1) Subject to the provisions of this Schedule and to the Council's performance of the obligations on its part contained in this Schedule, the Trustee agrees with the Council that the Trustee and persons claiming by or under the Trustee shall not interfere with or disturb the Council in its use of the premises for the purpose of conducting the school therein.
- (2) Without limiting the generality of any other provision herein, the Council agrees with the Trustee that
- (a) the Council shall vacate the premises upon the expiration of the term hereof.

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(b) the Council shall make adequate provision during the term hereof for alternative premises to which it can relocate the school upon the expiration of the term hereof and, to this end, the Council shall establish a separate fund and, during each period of twelve months (commencing on the 1st January) the whole or part of which is part of the term hereof, shall credit to that fund a sum which is equal to or greater than the aggregate of

- (i) two and one half per centum (2 1/2%) of the cost of the premises, and
- (ii) such additional amount as may be agreed upon by the Council and the Corporation to ensure that, on or prior to the expiration of the term hereof, the Council is able to acquire a suitable site for use by the school after the term hereof and to erect buildings thereon suitable for use by the school after the term hereof. The Council shall invest the moneys credited to that fund (and all income which accrues thereon) by depositing the same with Sydney Church of England Investment Trust or by making such other investments as may have been last approved by the Standing Committee,

provided that the Council may apply any moneys credited to that fund at any time during the term hereof, for the purposes of acquiring land for use

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by the school and of erecting buildings thereon suitable for use by the school or for either of these purposes and provided further that the Council may offset any moneys credited to the fund at any time during the term hereof against any overdraft facility or other accommodation provided for the Council by its Bankers but only to the extent (if at all) that any such set-off was last approved by the Standing Committee.

- (3) The parties hereto acknowledge and agree that
- (a) the provisions of sub-clause (2) hereof are fundamental to the arrangements hereby made, and
 - (b) it is an express and unconditional term of the arrangements hereby made that the school shall not be conducted on the said land after the term hereof, and
 - (c) nothing in paragraph (b) shall be taken as precluding any negotiations between the parties hereto at any time with a view to amending the terms of this Schedule.

3. RIGHT OF THE COUNCIL TO TERMINATE

The Council may at any time terminate the arrangements herein contained by giving a written notice to the Trustee in which the Council states that it desires to terminate the arrangements contained herein.

4. RIGHT OF THE TRUSTEE TO TERMINATE

- (1) If the Trustee proposes to cause the building to be demolished, the Trustee may at any time terminate the

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arrangements contained herein by giving a written notice to the Council in which the Trustee states that the Trustee proposes to cause the building to be demolished. No notice shall be given pursuant to this sub-clause unless the Trustee has determined that the commencement of the demolition of the building shall begin during the twelve months following the first anniversary of the 31st day of December next following the date on which such determination is made.

(2) If during the term hereof

- (a) the building or any part thereof shall be damaged by fire, lightning, storm, tempest, flood, riots, strikes, malicious damage, aircraft or other aerial devices or articles dropped therefrom, explosion or earthquake so as to render the premises unfit for use by the Council, and
- (b) in the opinion of the Trustee the damage to the building is such that it is impracticable or undesirable to reinstate the premises or make the premises fit to conduct the school therein or render the premises accessible,

the Trustee, within a reasonable time after such damage, may terminate the arrangements contained herein by written notice served on the Council.

(3) If, during the term hereof, the building or the premises are resumed or taken by any government, local government, statutory or other authority, the Trustee may terminate the arrangements contained herein by written notice served on the Council.

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(4) If, during the term hereof,

- (a) the Council commits a breach of or defaults in the due and punctual performance of any of the agreements or obligations which the Council has undertaken herein, and
- (b) the Council fails to remedy that breach within two months of the date on which the Trustee gives to the Council a written notice wherein the Trustee specifies the breach or default and calls upon the Council to remedy the same,

the Trustee, at any time after the expiration of three months from the date on which the Trustee gave to the Council the said notice, may terminate the arrangements contained herein by a further notice given to the Council.

(5) If, during the term hereof, the Council goes into liquidation or is wound up or is dissolved or enters into a scheme of arrangement for creditors or any class thereof or a receiver or manager of any of its assets is appointed or execution is levied against any of its assets, the Trustee may, at any time thereafter, terminate the arrangements herein contained by a written notice served on the Council.

(6) If the Trustee terminates the arrangements herein contained by a written notice given to the Council pursuant to this clause, the Trustee shall pay to the Council, in cash, upon the last day of the term hereof, compensation of an amount being two and one half per centum (2 1/2%) of the product of the number of years (and fractions thereof)

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between the last day of the term hereof and the 31st of December 2017 and the cost of the premises.

5. OBLIGATIONS OF THE COUNCIL

The Council promises and agrees with the Trustee as follows:-

- (1) That the Council will pay all the rates taxes and assessments whatsoever whether municipal local government parliamentary or otherwise (including land tax) which at any time during the term hereof are charged upon the premises and for the purposes of this covenant
- (a) all such taxes rates and assessments shall be deemed to accrue from day to day and only that part referable to the term hereof shall be payable by the Council and
- (b) if any such tax rate or assessment is imposed or assessed on or in relation to the building or the land on which the building is erected, the same shall be apportioned as between the premises and the remainder of the building in such manner as the Trustee and the Council may agree provided that, if there be any exemption or other concession by reason of the use by the Council of the premises then, to the extent thereof, the Council shall be relieved of the obligation to pay such apportioned amount;
- (2) That the Council will, during the term hereof, well and sufficiently maintain amend and keep and at the expiration of the term hereof peaceably surrender and yield to the Trustee in good and substantial repair the premises including all appurtenances and fixtures belonging to the same;

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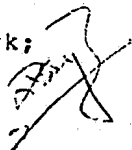


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- (3) That the Council will forthwith give notice to the Trustee of any damage which may occur to the premises and of any accident to or defects in the water pipes or electrical wiring;
- (4) That the Council shall pay all charges for gas electricity oil and water consumed in or on the premises and all charges in respect of any telephone services connected to the premises and all other charges and impositions imposed by any public utility or authority for the supply of any service separately metered to the premises;
- (5) That the Council will not use or occupy the premises other than for the purposes of conducting the school therein and such activities, in connection with the school, as may be approved from time to time in writing by the Trustee which approval may be withdrawn by written notice given by the Trustee to the Council;
- (6) That the Council, in conducting the school on the premises, shall not cause or permit any nuisance or disturbance, beyond the use for which the premises are designed, to occur which may annoy or disturb the Trustee or any of the Trustee's tenants or licensees or other persons using the building;
- (7) That the Council will use the part of the premises situated on the Arcade level of the building and the lift which is part of the premises solely for the purpose of access to and egress from the remainder of the premises;
- (8) That, except where the lift which forms part of the premises is out of order or with the written consent of the

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- Trustee, the Council will not use any other lift in the building;
- (9) That, except in the case of any emergency, the Council will not use any fire stairs in the building, provided that the fire stairs at the northern end of the building may be used as reasonably required;
- (10) That the Council shall not throw place or allow to fall or cause to be thrown or placed in any light areas, lift shafts, tearooms, washrooms or lavatories, including the bowls, basins, urinals, bins or disposal units therein, conveniences or other services in the building any sweeping rubbish waste paper or other unquitable substances;
- (11) That the Council shall not use or cause to be used for any purposes other than those for which they were constructed the light areas, lift shafts, tearooms, washrooms, lavatories, conveniences and other services in the premises;
- (12) That the Council shall not cover or obstruct or permit to be covered or obstructed in any manner or by any article or thing any openings ventilating shafts or airlets or outlets which reflect or admit light or enable air to flow into or out of the premises or any part of the building;
- (13) That the Council shall not use any heating or cooling devices or any other device or machine which, in the opinion of the Trustee, may interfere with the efficient running of the airconditioning system in the building or increase the running costs thereof;
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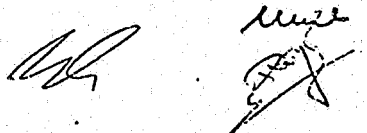
- (14) That the Council shall not use any lift in the building for the carriage of goods without first obtaining the approval of the Trustee but this will not preclude use of the lift forming part of the premises for delivery of goods necessary for the day to day conduct of the school;
- (15) That the Council shall not store chemical inflammable liquids or solids acetylene gas or alcohol volatile or explosive oils compounds or substance upon or about the premises or elsewhere in the building and will not use any of such fluids or substances in or about the premises or elsewhere in the building for any purpose and will not in any way create any actual or potential fire hazards in the premises or elsewhere in the building provided that this covenant shall not extend to the storage or use of such chemicals as may be required in the course of teaching chemistry and other subjects at the school or for printing or duplicating or other purposes approved, from time to time, in writing, by the Trustee which approval maybe withdrawn by written notice given by the Trustee to the Council;
- (16) That the Council shall not burn rubbish or waste at any time in or about the premises or the building;
- (17) That the Council shall not, except pursuant to a licence granted to it by the Trustee, occupy or use or seek to occupy or use any part of the carpark in the building other than ^{for} reasonable access to and use of the delivery dock section of the carpark;
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- (18) That the Council shall keep the premises in a thorough state of cleanliness and shall not allow any accumulation of useless property or rubbish therein;
- (19) That the Council shall comply promptly with and observe at its expense all notices received from any statutory public or municipal body with respect to the premises except such notices as would have been given irrespective of the school being conducted in the premises;
- (20) That the Council will not without the written consent of the Trustee make any alterations to the electrical, gas, water, oil and other installations in or to the premises;
- (21) That, in complying with the obligation in subclause (2) hereof and in making any alteration or addition to the premises or any part or parts thereof or fixture or fixtures therein, the Council will employ only such builders, painters, plumbers, electricians and other tradesmen, experts and consultants as may be approved, in writing, by the Trustee;
- (22) That the Council shall keep all doors and other means of access to the premises securely fastened on all occasions when the premises are left unoccupied;
- (23) That the Council will procure that all pupils attending the school and all person employed by it do and perform all of the acts matters and things referred to in paragraphs (6) to (22) of this clause;
- (24) That should any infectious disease transpire in or about the premises, the Council, if required so to do by the Trustee, shall thoroughly fumigate and disinfect the

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premises at its own expense to the satisfaction of the local health officer;

- (25) That upon or prior to the expiration of the term hereof, the Council shall remove from the premises all fixture fittings plant utensils shelving and other articles brought upon the premises by the Council but the Council shall in such removal do no damage to the premises or shall forthwith make good damage which it may occasion thereto or shall, if required by the Trustee forthwith make good any damage which it may occasion thereto;
- (26) That, where the Trustee or its servants agents or contractors undertake any work in or upon the premises at the request of the Council, the Council will promptly reimburse the Trustee for the reasonable cost thereof;
- (27) That the Council will pay to the Trustee the cost of removing any sweepings rubbish waste paper or other unsuitable substances which are thrown fall or are placed in any light areas, liftshafts, tea rooms, washrooms or lavatories, including the bowls basins urinals bins or disposal units therein conveniences or other services in the premises and the cost of remedying any blockage to any sink or urinal in the premises;
- (28) That, where the Trustee enters a contract for the servicing of the airconditioning or ventilation system in the building, or for the servicing of the lifts in the building, the Council shall pay to the Trustee, forthwith upon demand, such amount as is reasonably assessed by the Trustee to be a reasonable proportion of the amount payable

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by the Trustee under any such contract having regard to the work involved in maintaining such part of that system which services the premises and in maintaining the lifts forming part of or giving access to the premises;

- (29) That the Council shall pay to the Trustee such amount as is reasonably assessed by the Trustee to be a reasonable proportion of the amount incurred by the Trustee
- (a) in meeting such other costs incurred by the Trustee in maintaining the airconditioning and ventilation system in the building and the lifts in the building,
 - (b) for gas electricity oil and water consumed in connection with the provisions of services to the building, and
 - (c) in providing and maintaining other services to the building including, but without limiting the generality of the foregoing, the building computer, the fire protection, security, caretaking, cleaning, the removal of rubbish, pest control, management fees and accounting and audit fees; and
- (30) That the Council will maintain all carpets in the premises and, as and when such carpets are worn, replace the same with new carpets of comparable or superior quality to the quality of the existing carpets in the premises.

6. INSURANCE AND INDEMNITY

- (1) The Trustee, at all times during the term hereof, shall keep current in the name of the Trustee and the Council and any other person or corporation selected by the Trustee, in respect of the building,

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- (a) a public risk insurance policy
- (b) an insurance over and in respect of the premises against loss or damage (whether malicious or accidental) by fire flood water damage lightning storm tempest riots civil commotion impact concussion earthquake aircraft or articles falling therefrom explosion or damage resulting from fire occasioned by explosion and (if available at reasonable cost) war damage,
- (c) an insurance over and in respect of all glass and
- (d) such other insurance against such other risks as the Trustee may consider to be appropriate from time to time.

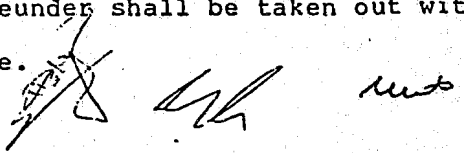
The Trustee shall determine the amount of each such insurance and, if in the opinion of the Council, any such insurance is of an inadequate amount or further or other insurance should be taken out, it shall be the responsibility of the Council to take out the same at its cost in relation to the premises.

- (2) The Council shall pay to the Trustee a proportion of the premiums paid by the Trustee for the said insurances which proportion shall be such portion of the said premiums which the Trustee reasonably determines to be equitable in the circumstances. In making any such determination, the Trustee shall take in account any part of the said premium which would not have been payable but for the presence of the school in the building and shall include the whole of

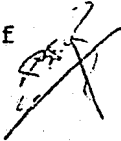
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that part, in addition to any other part, in the proportion of the said premiums to be paid by the Council to the Trustee hereunder.

- (3) The Trustee will supply the Council with a copy of every policy of insurance which may be taken out pursuant to sub-clause (1) hereof.
- (4) The Council shall maintain worker's compensation insurance (including cover for common law liability) for all persons employed by it and with respect to whom death or bodily injury claims could be asserted against the Trustee in an amount not less than that approved from time to time by the Trustee provided that, in no event, shall the common law liability cover be less than Two hundred and fifty thousand dollars (\$250,000.00).
- (5) The Council, at all times during the term hereof, shall keep current in its name insurance over all fixtures and fittings and equipment brought upon the premises by the Council in their full insurable reinstatement and replacement value against loss or damage by water, flood, sprinkler, leakage, accidental loss and theft.
- (6) If the Council at any time fails to keep current the insurances as hereinbefore required, the Trustee may do all things necessary to effect and maintain such insurances and all moneys expended by the Trustee for that purpose shall be paid by the Council to the Trustee forthwith upon demand.
- (7) All policies of insurance liable or required to be effected by the Council hereunder shall be taken out with a reputable insurance office.

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- (8) The Council will, if requested by the Trustee, forthwith produce to the Trustee any policy of insurance which the Council is required to effect hereunder and the receipt for the last premium payable in respect of such policy.
- (9) The Council agrees to occupy and use the premises at the risk of the Council and hereby releases, to the full extent permitted by law, the Trustee and its agents, servants, contractors and employees from all claims and demands of every kind in respect of or resulting from any accident damage or injury or death occurring in the premises for which the Trustee is or could become legally liable and the Council expressly agrees that, in the absence of any negligence on the part of the Trustee, its agents servants contractors and employees, the Trustee shall have no responsibility or liability for any loss or damage or injury or death suffered by the Council or the Council's pupils and staff as a result of any accident or event in the building.
- (10) Without limiting the generality of any other provision herein, in the absence of any negligence on the part of the Trustee, its agents, servants, contractors and employees, the Council will and does hereby indemnify the Trustee from and against all actions, claims, demands, losses, damages, costs and expenses which the Trustee shall or may be or become liable in respect of or arising out of



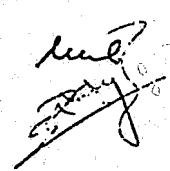
- (a) the negligent use misuse waste or abuse by the Council its pupils or employees of the water gas electricity oil lighting and other services and facilities in the building,
 - (b) the overflow or leakage of water (including rain water) in or from the premises or caused or contributed to by any act or omission on the part of the Council its pupils or employees;
 - (c) loss damage injury or death from any cause whatsoever to property or person caused or contributed to by the use of the premises by the Council or its pupils and employees; and
 - (d) loss damage injury or death from any cause whatsoever to property or person within or without the building occasioned or contributed to by any act, omission, neglect, breach or default by the Council or its pupils or employees.
- (11) The Trustee shall not be liable or in any way responsible to the Council for any loss, damage, injury or death which may be suffered or sustained to any property or by any person in the building howsoever occurring other than by its negligence act or omission.

7. RIGHTS OF THE TRUSTEE

The Trustee shall have the right for itself, its servants, employees, agents, architects, surveyors, builders and workmen with all necessary materials, equipment and appliances from time to time to enter upon the premises at all reasonable times and upon reasonable notice (but at any time and without any notice in any case which the Trustee considers to be an emergency) -

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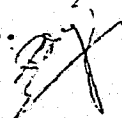
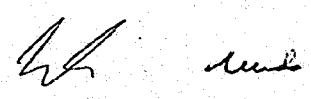
- (a) to carry out any work or make any repairs or alterations or additions to the premises and to use the same for the purposes of effecting or carrying out any repairs, alterations or additions or other work which the Trustee may consider necessary or desirable to any part of the building or any buildings adjacent thereto;
- (b) to view the state of repair and condition thereof, and make such reasonable investigations as the Trustee may deem necessary for the purposes of ascertaining whether or not there has been any breach of any of the covenants and conditions herein contained, and to serve upon the Council a notice in writing of any defect requiring it to repair the same in accordance with any covenant herein;
- (c) where the Council has failed to repair any defect within twenty-eight (28) days of the date of service of any notice requiring the Council to repair in accordance with that notice, to execute all or any of the required repairs as the Trustee shall think fit, and without prejudice to the Trustee's other remedies the Council shall pay to the Trustee the cost of such repairs and of any insurances, indemnities or compensation under the Worker's Compensation Act or otherwise howsoever with respect thereto within seven (7) days of the Trustee notifying the Council of the amount



- (d) for the purpose of complying with the terms of any present or future legislation affecting the premises or the building or of any notice served upon the Trustee or Council by the Board of Health, or by any licensing, municipal or other competent authority;
- (e) for the purpose of carrying out any repairs, alterations or works (including the providing of lighting, power and telephone services to the Council and other tenants of the building and any other purpose the effecting of which necessitates access to the premises);
- (f) for the purpose of exercising any of the obligations, powers and authorities of the Trustee hereunder; and
- (g) in the event of the premises or the building being destroyed or damaged, for the purpose of rebuilding the premises or the building or making them fit for the occupation and use thereof by the Council and by the other occupiers thereof.

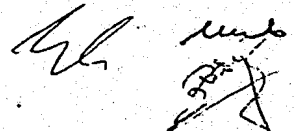
8. OBLIGATION OF THE TRUSTEE

Subject to the Council performing its obligations hereunder, the Trustee shall keep and maintain the building in a proper state of repair and cleanliness at all times.

9. PROVISIONS AS TO AIR CONDITIONING AND LIFTS

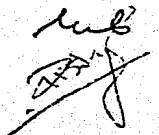
- (1) The Trustee shall endeavour to keep the air conditioning plant in the building working between the hours of 9 a.m. and 6 p.m. on Mondays to Fridays, both days inclusive and other times and days when the premises or any part thereof are in actual use (provided the Council meets all costs of keeping the plant working at such times and during such days) public holidays excepted. The Trustee shall not be required to keep the air conditioning plant in the building working at any other time. The Trustee shall not be liable or responsible if at any time the air conditioning plant is not working. Should the air conditioning plant fail to function from any cause whatsoever, the Council shall not have any right of action or claim for compensation or damages against the Trustee in respect thereof provided the Trustee maintains a service and maintenance contract in respect of such plant.
- (2) The Trustee shall endeavour to keep the lift comprised in the premises working and available for use by the Council and the Council's pupils and staff between the hours of 8.00.am. and 6.30 p.m. on Mondays to Fridays, both days inclusive and other times and days when the premises or any part thereof are in actual use (provided the Council meets all costs of keeping the plant working at such times and during such days) public holidays excepted. Nothing contained herein shall impose upon the Trustee any obligation to keep the said lift or any other



lift in the building in operation at any other time. The Trustee shall not be liable or responsible for delays in the operation or repair of the said lift or stoppages in the working of the said lift howsoever caused. Should the said lift fail to function for any cause whatsoever, the Council shall not have any right of action or claim for compensation or damages against the Trustee in respect thereof provided the Trustee maintains a service and maintenance contract in respect of such lift.

10. PROVISIONS AS TO LOAN

- (1) The Council acknowledges that the Board and the Corporation at the request of the Council has spent three million four hundred thousand dollars (\$3,400,000) in constructing the premises and as at the 31st of December, 1978 the Council owed the Corporation a sum equal to that amount.
- (2) The Council agrees with the Corporation that it shall pay to the Corporation the said loan of three million four hundred thousand dollars (\$3,400,000) on the last day of the term hereof. The Council shall be at liberty to repay to the Corporation up to Two million four hundred thousand dollars (\$2,400,000) of the said amount at any time during the term hereof provided such part is either One thousand dollars (\$1,000) or an integral multiple thereof.
- (3) The Council covenants with the Corporation that it shall pay interest to the Corporation on the said amount of Three million four hundred thousand dollars (\$3,400,000.00) or so much thereof as remains unpaid at


the rate of Ten and one half per centum (10 1/2%) per annum computed from the commencement date, such payments to be made on the last day of each and every month until the whole of the said amount has been paid in full.

11. SET OFF

The Corporation and the Trustee and the Council agree that if moneys are payable by the Corporation or the Trustee to the Council hereunder or by the Council to the Corporation or the Trustee hereunder:-

- (a) the Corporation and the Trustee, respectively, may set off any amount payable by the Corporation or the Trustee to the Council against any amount payable to the Council by the Corporation or the Trustee respectively, and
- (b) the Council may set off any amount payable by the Council to the Corporation or the Trustee against any amount payable by the Corporation or the Trustee to the Council.

12. ON VACATION OF THE PREMISES

The Corporation covenants and agrees with the Council that, on the Council vacating the premises, the Corporation shall pay to the Council the sum of One million dollars (\$1,000,000.00) to be applied by the Council in or towards meeting the cost of re-locating the school on a site which is not part of the said land provided always that, if any amount remains to be paid by the Council to the Corporation under Clause 10 when the said sum is paid to the Council, the said sum shall be applied in or towards paying that amount.

13. CHANGE IN TRUSTEE

- (1) Upon there being any change in the Trustee, either the person who or corporation which was the Trustee

Mh *ms*
ms

immediately prior to such change or the person who or corporation which is the Trustee immediately after such change shall give written notice of such change and in such notice specify the name of the person or corporation who is then the Trustee and the address for service thereof to the Council as soon as reasonably possible after such change and any notice served or given by the Council on or to the person or corporation (who was the Trustee immediately prior to such change) after such change but before the said notice is given to the Council shall be deemed to have been served or given by the Council to the person or corporation who is the Trustee immediately after such change.

- (2) The Council acknowledges that the Board is the Trustee as at the date hereof.
- (3) Every agreement and every obligation contained in this Schedule and on the part of the Council to be performed and given by the Council to the Trustee shall be deemed to have ^{been given} ~~entered into~~, in addition to the Trustee, ^{to} ~~with~~ the Board and the Corporation jointly and severally (if neither the Board and the Corporation is the Trustee) and if either the Board or the Corporation is the Trustee then to whichever of them is the Trustee and to the other jointly and severally.

14. NOTICES

- (1) Any notice or other document or writing required to be served delivered or given hereunder to the Council may be served delivered or given in any manner mentioned in Section 170 of the Conveyancing Act, 1919 as amended and

W *W*

in addition thereto may be served delivered or given to the Council by forwarding the same by prepaid post addressed to the Council at the last address for service which the Council shall have given to the Trustee and any such notice or other document or writing shall when served delivered or given in the manner last mentioned be deemed to have been served delivered or given on the week day (not being a public holiday) next following the day on which the same was posted.

- (2) Any notice or other document or writing required to be served delivered or given hereunder to the Trustee may be served delivered or given in any manner mentioned in Section 170 of the Conveyancing Act, 1919 as amended and in addition thereto may be served delivered or given to the Trustee by forwarding the same by prepaid post addressed to the Trustee at the last address for service which the Trustee shall have given to the Council and any such notice or other document or writing shall when served delivered or given in the manner last mentioned be deemed to have been served delivered or given on the week day (not being a public holiday) next following the day on which the same was posted.

- (3) The address for service of the Board and of the Corporation as at the date hereof is St. Andrew's House, Sydney Square Sydney, the address for service of the Council as at the date hereof is Level 8, 474 Kent Street, Sydney.




15. DISPUTES

If in the opinion of any of the Board, the Corporation or the Council a dispute has arisen between any of them out of any provision herein or the conduct of the school in the building (including, but not limited to, any dispute as to whether a discretion which is to be exercised reasonably has been so exercised), then any of them may refer the dispute to the Chancellor of the Diocese of Sydney for determination. The Chancellor may determine the dispute himself or may delegate the responsibility of determining the dispute to any person nominated by him. The Chancellor or other person determining the dispute shall act as an expert and not as an arbitrator and the determination, when, made, shall be final and binding on the Board, the Corporation and the Council and any costs incurred in connection with any such determination shall be borne in such manner as the Chancellor or other person determining the dispute considers to be equitable in the circumstances.

M. J. News

I CERTIFY that the Ordinance as printed is in accordance with the Ordinance as reported.



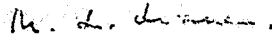
Chairman of Committees

I CERTIFY that this Ordinance was passed by the Standing Committee of the Synod of the Diocese of Sydney on the 10th day of December 1979.



Secretary

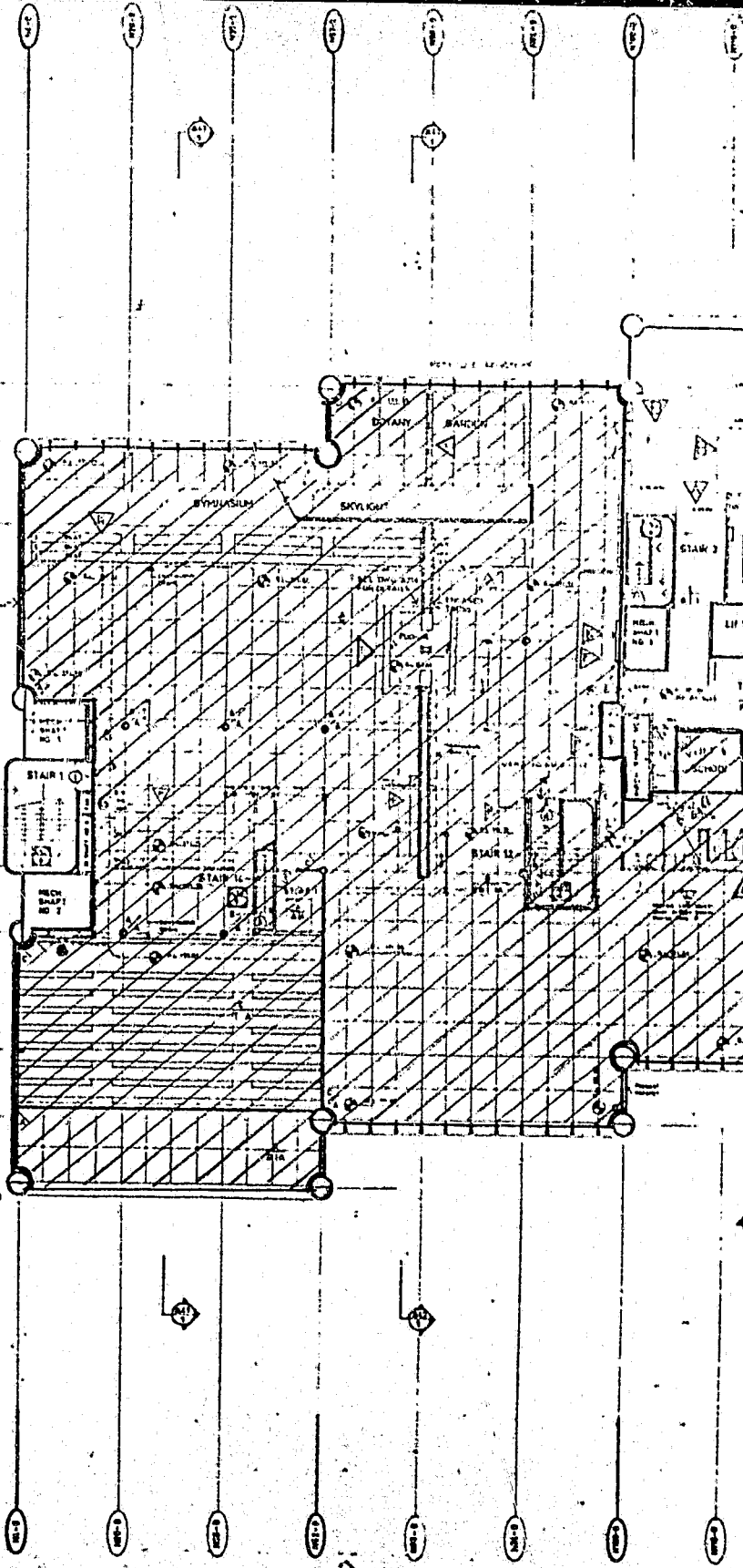
I ASSENT to this Ordinance.



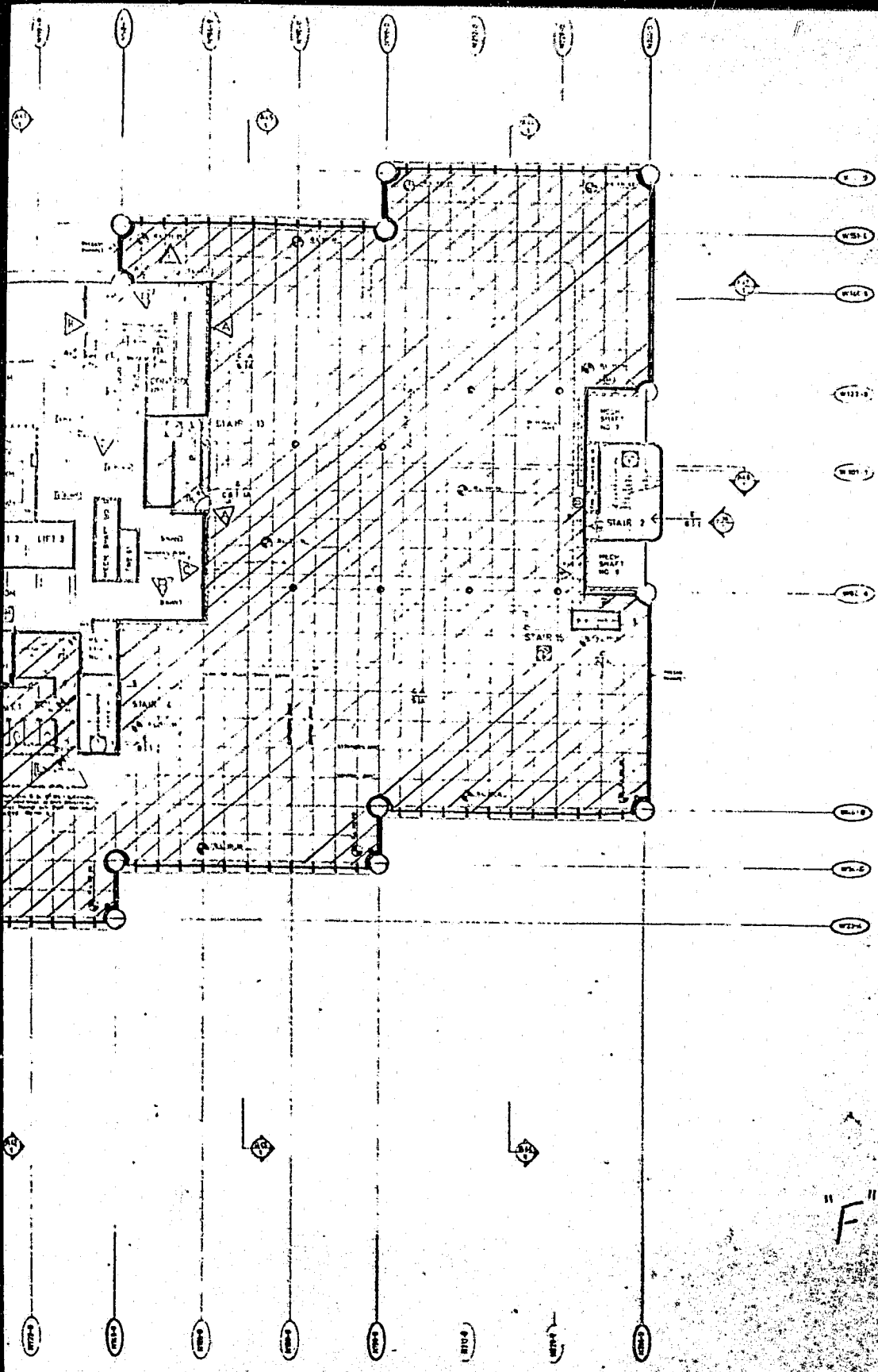
Archbishop of Sydney

10/12/1979

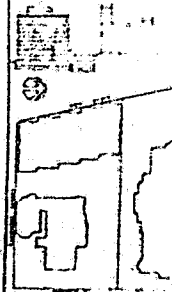
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Consultants
 Architect: [illegible]
 Structural Engineer: [illegible]
 Mechanical Engineer: [illegible]
 Electrical Engineer: [illegible]

Noel Bell - Ridley Smith
 100 St. Andrew's House
 St. Andrew's Cathedral School
 Recreation Roof
 PLAN

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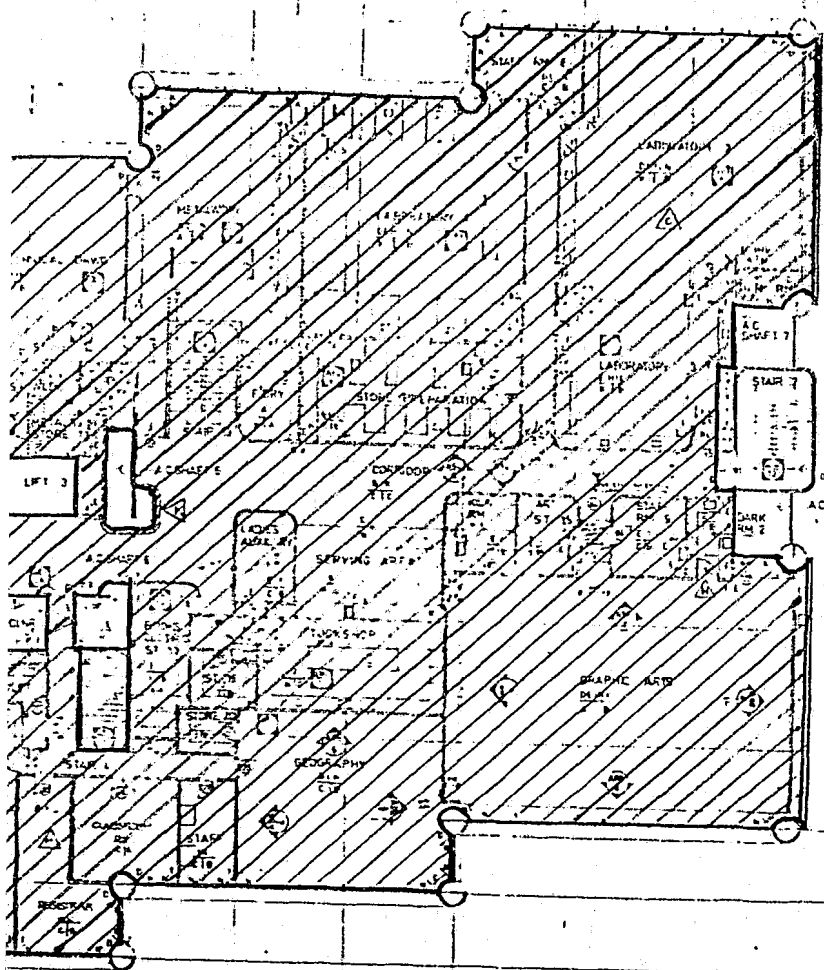
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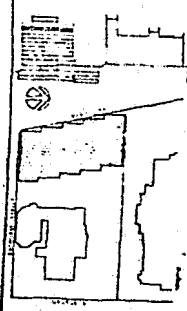
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NOTE: THIS DIMENSION IS DEPENDENT ON SIZE OF DOOR & DOOR JAMB TYPE REFER TO DOOR SCHEDULE & ALLOW NECESSARY CLEARANCES

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Consultants
 John Parr & Gibson
 111 St. Andrew Street, Singapore
 Telephone 421-1111

Langham Bentley & Associates
 111 St. Andrew Street, Singapore, S.S. 11
 Telephone 421-1111

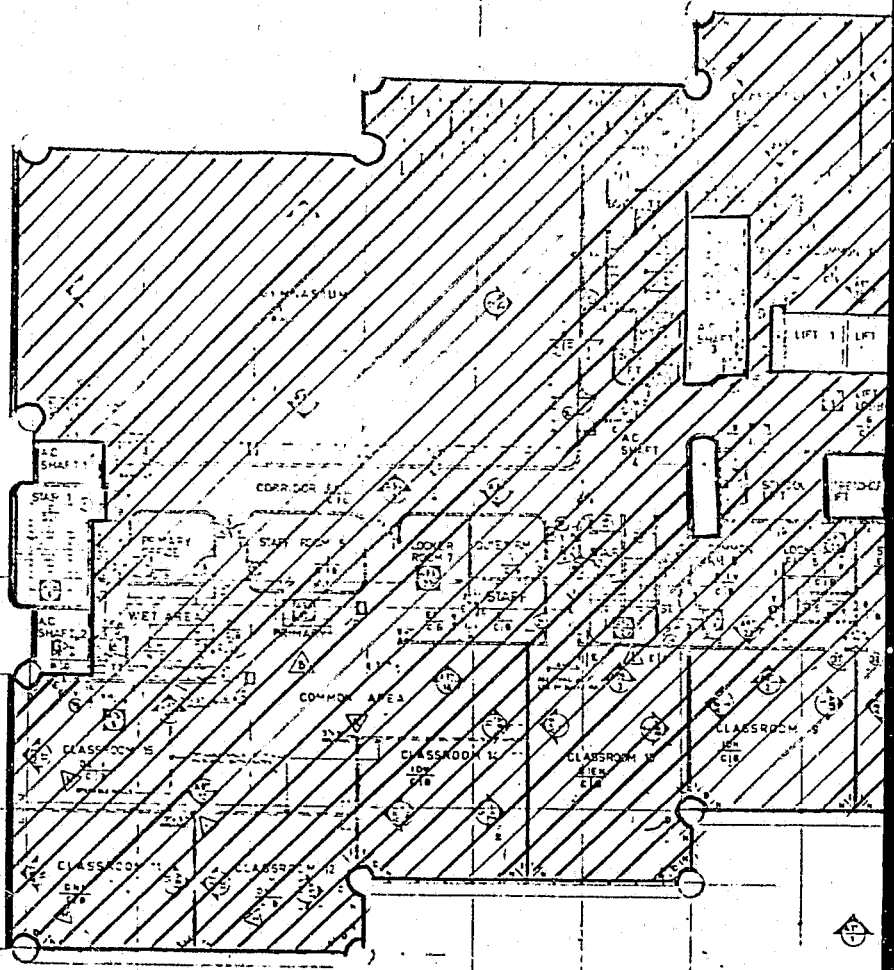
Architectural Services & Research
 111 St. Andrew Street, Singapore, S.S. 11
 Telephone 421-1111

St. Andrew's Cathedral School
 111 St. Andrew Street, Singapore, S.S. 11
 Telephone 421-1111

Noel Bell - Ridley Smith
 111 St. Andrew Street, Singapore
 Telephone 421-1111

ST. ANDREW'S HOUSE
 ST. ANDREW'S CATHEDRAL SCHOOL
 THE GYMNASIUM ADMINISTRATION OFFICE
 8TH FLOOR PLAN - SCHOOL

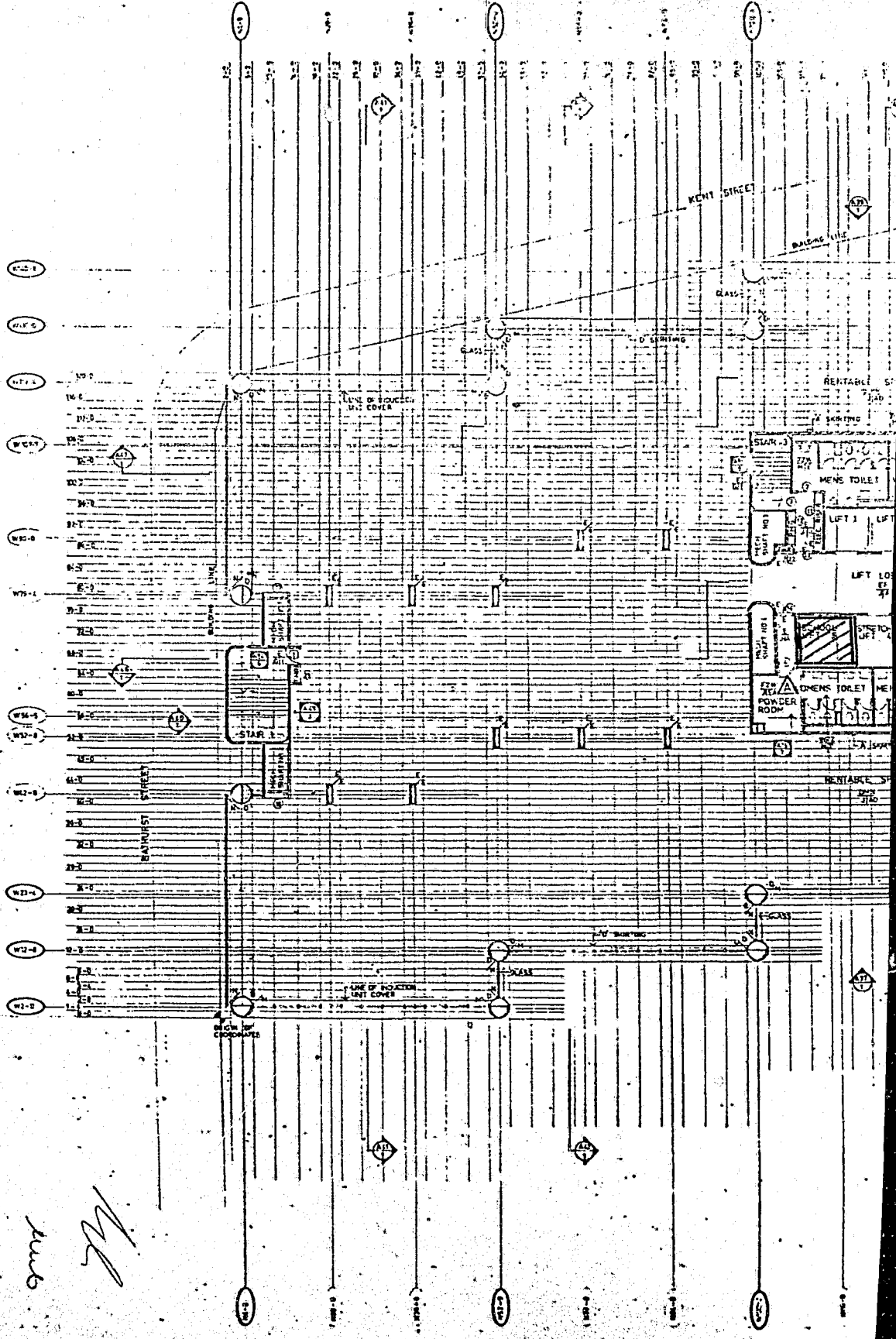
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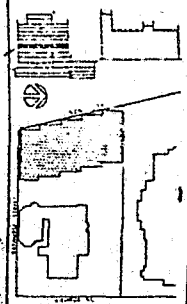
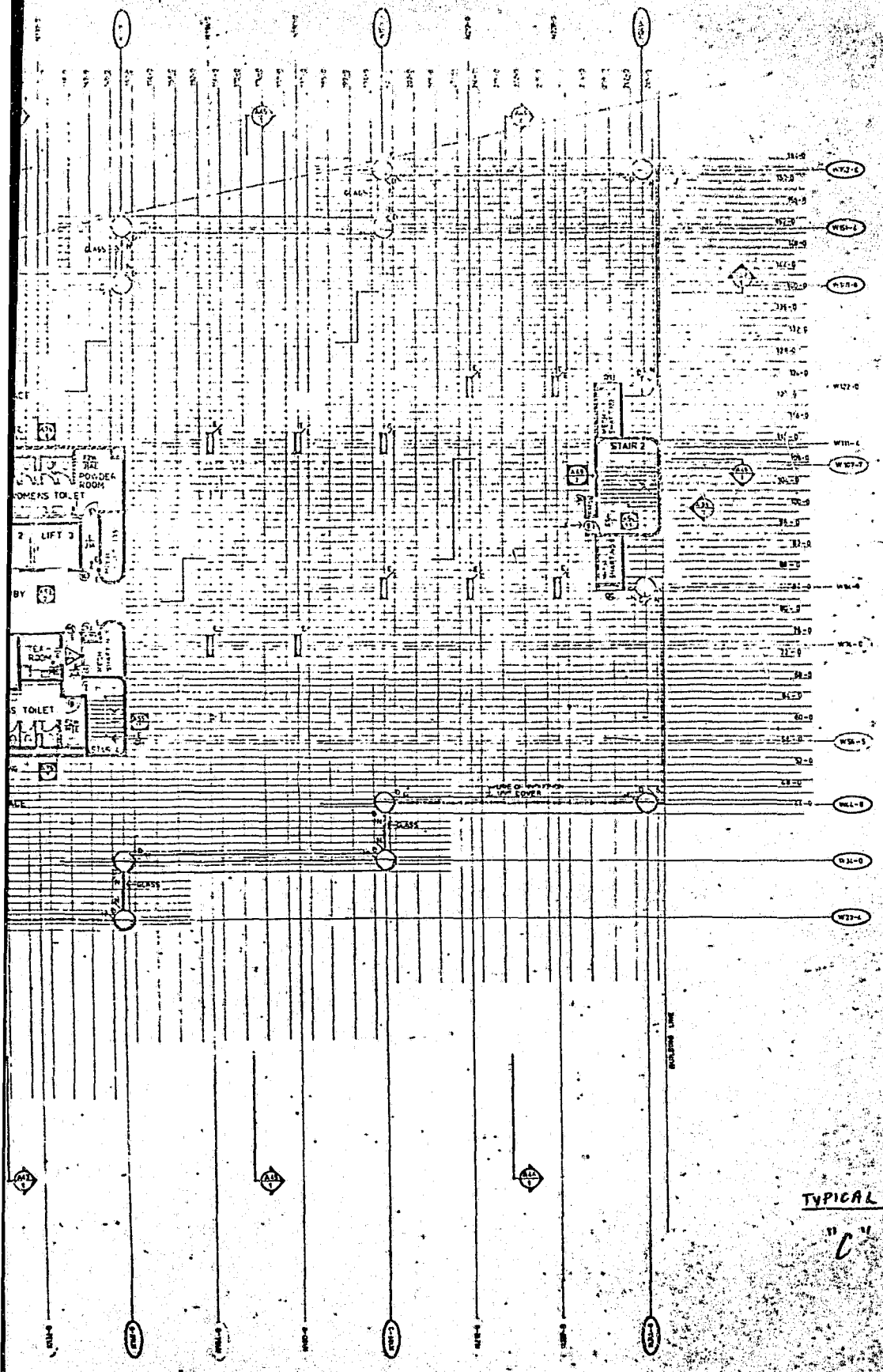
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Consultants
 John Paul & Co.
 2000 Main Street, St. Louis, Mo. 63103
 Telephone 437-4211
 Lamborn, Harbo & Associates
 1000 North 1st Street
 St. Charles, Mo. 63301
 Telephone 437-1422
 Additional Services & Offices:
 St. Charles, Mo. 63301
 St. Louis, Mo. 63103
 St. Charles, Mo. 63301
 Telephone 437-7116
 F. D. Gilmer, Design & Plans
 1000 North 1st Street, St. Louis, Mo. 63103
 Telephone 437-1422

Noel Bell - Ridley Smith
 22 Ridge Street, North Sydney, NSW
 Telephone 552-6116

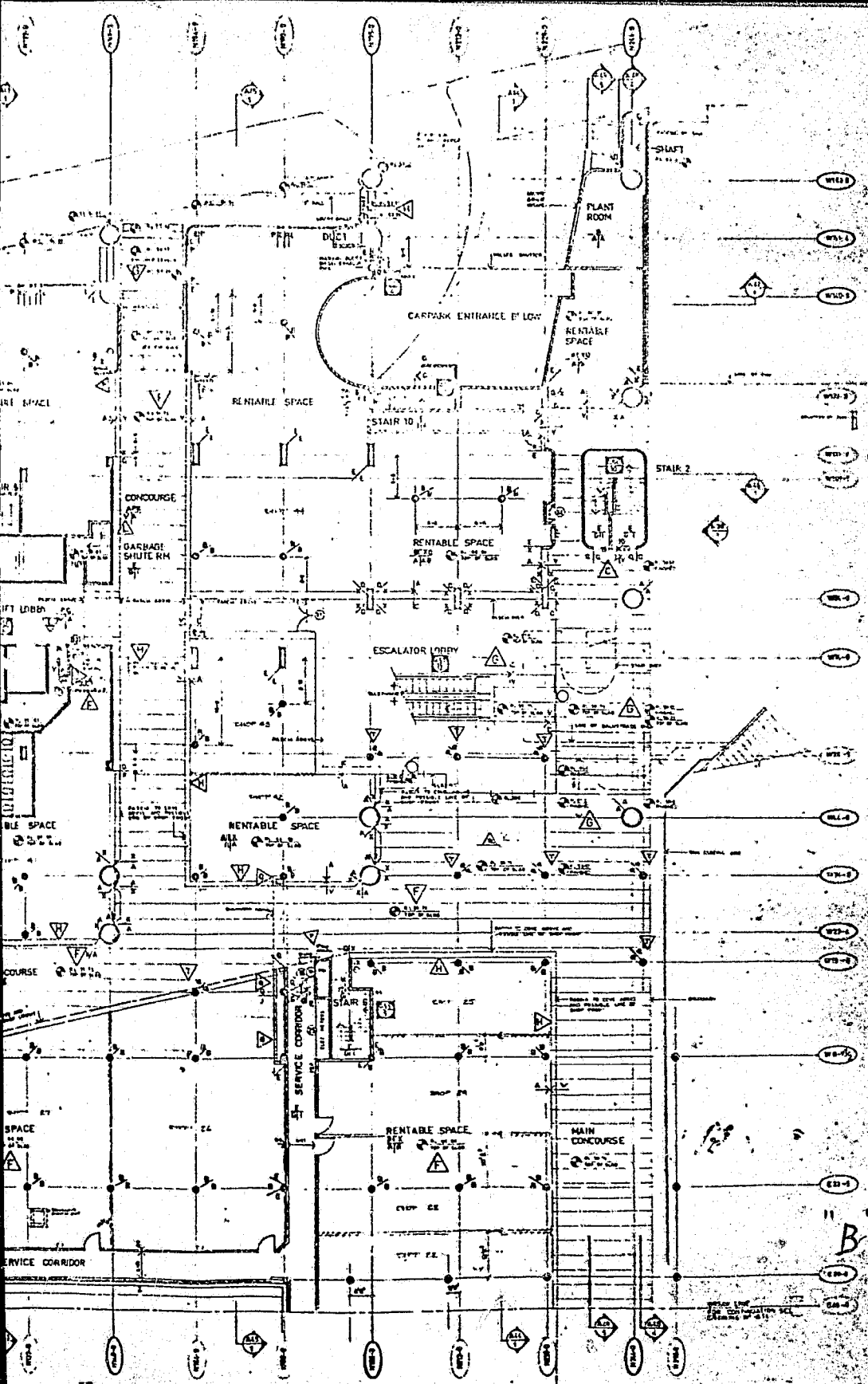
ST. ANDREW'S HOUSE

ST. ANDREW'S CATHEDRAL SCHOOL
 401
 THE ACADEMY BUILDING

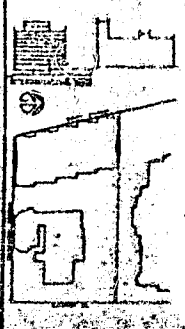
TYPICAL 3RD FLOOR PLAN

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ST. ANDREW'S HOUSE
 ST. ANDREW'S CATHEDRAL SCHOOL
 WEST ARCADE PLAN

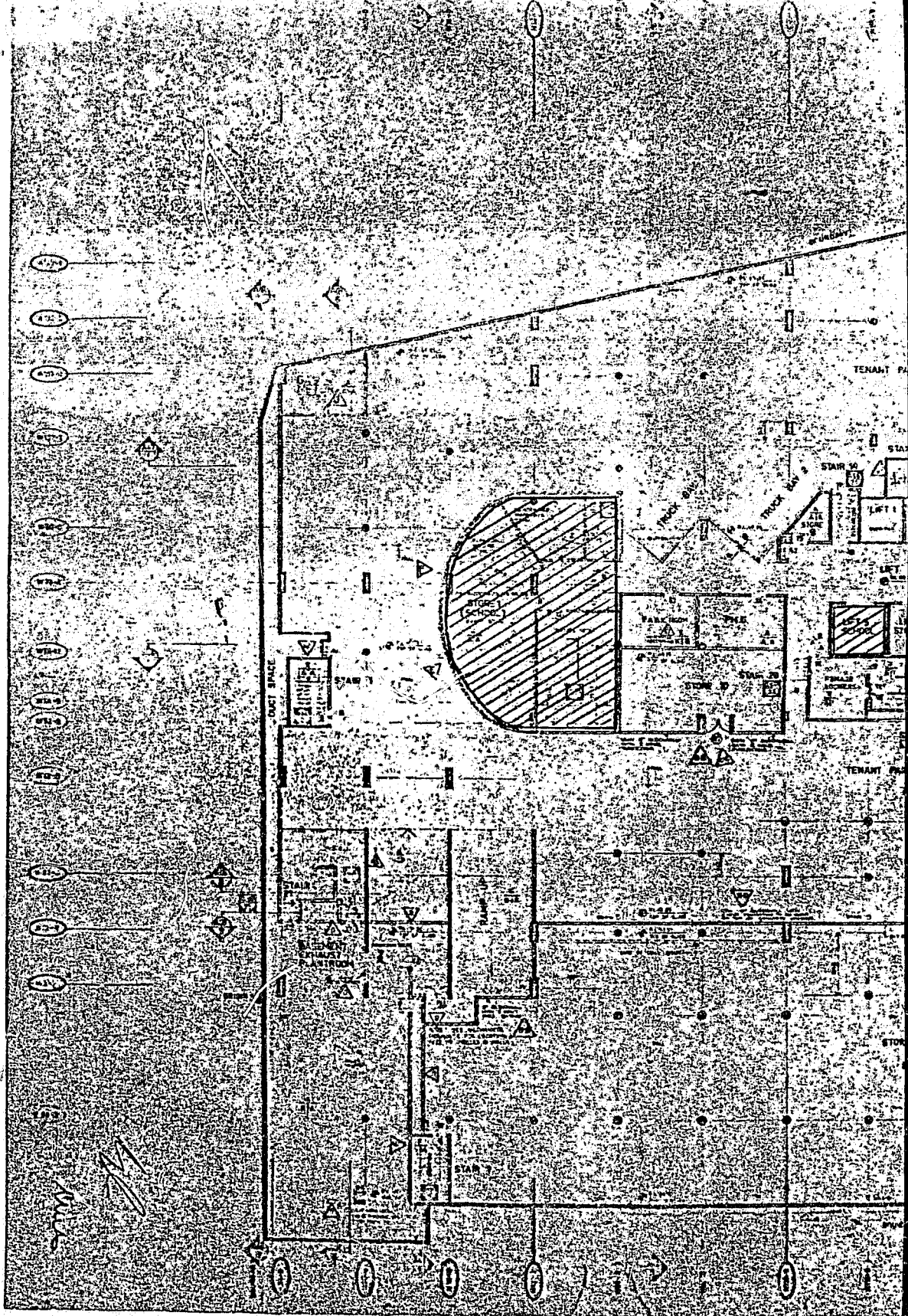


Control Panels
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Architect: R. G. Smith - R. G. Smith
 Architects
 2000 West Street, Suite 200
 Los Angeles, CA 90004
 Telephone: (213) 475-1000
 Fax: (213) 475-1001

ST. ANDREW'S HOUSE
ST. ANDREW'S CATHEDRAL SCHOOL
 WEST ARCADE PLAN

Scale: 1/8" = 1'-0"
 Date: 10/1/88
 Drawing No.: 1057
 Revision: A 9



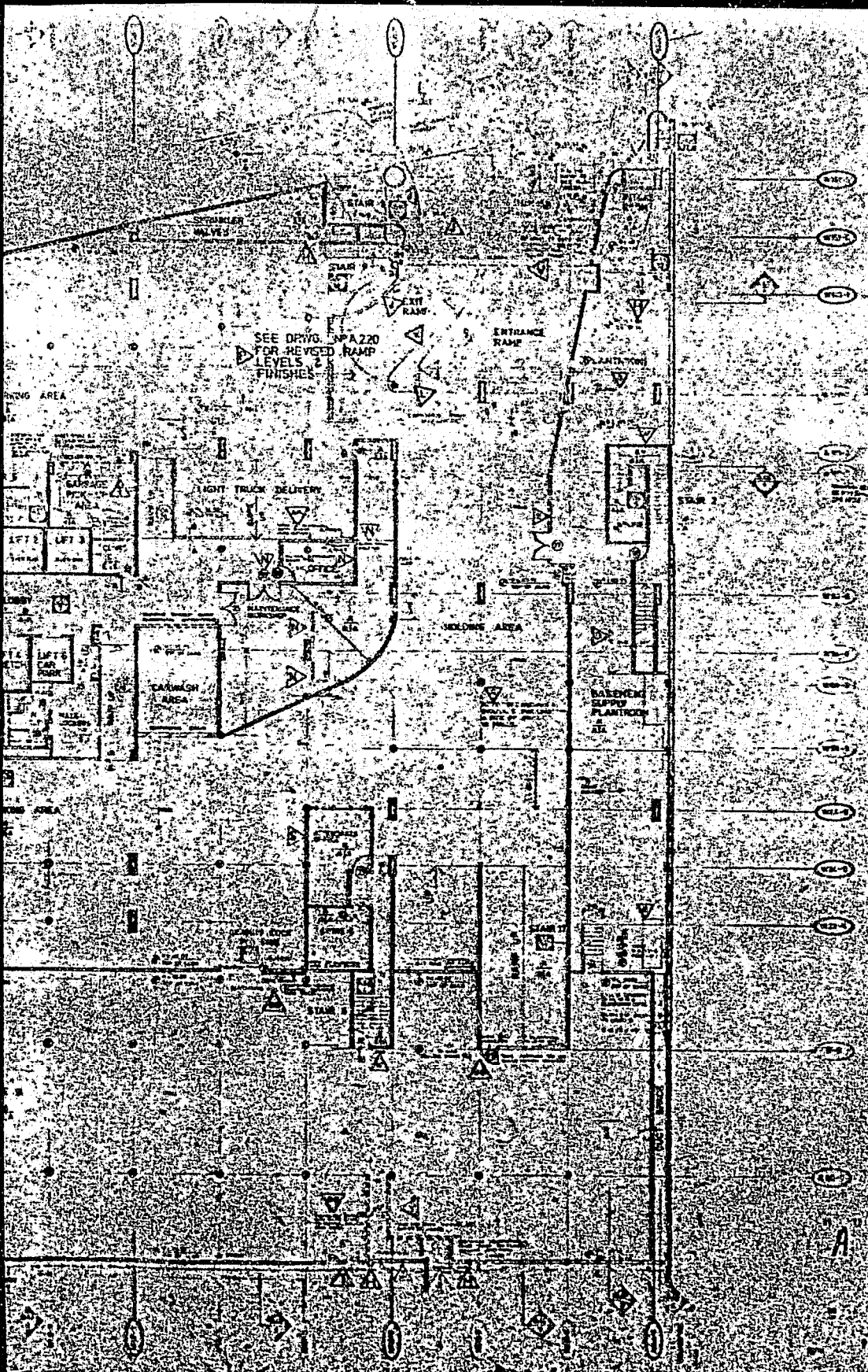
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ST. ANDREW'S HOUSE
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