

KAUPAPA TURE / CONSTITUTION OF TE WH NAU TUPU NG TAHI O AOTEAROA – PLAYCENTRE AOTEAROA

1. TE INGOA / NAME

The New Zealand Playcentre Federation Inc., which is incorporated under the Charitable Trusts Act 1957 shall continue, and shall be called Te Wh nau Tupu Ng tahi o Aotearoa – Playcentre Aotearoa (“Playcentre Aotearoa”).

2. WH INGA / OBJECTS

- 2.1. The objects of Playcentre Aotearoa are charitable and will be the advancement of education within Aotearoa New Zealand and shall be to:
 - 2.1.1. promote and encourage the development of Playcentre activities throughout Aotearoa New Zealand;
 - 2.1.2. support learning through play;
 - 2.1.3. foster adult education and bicultural development;
 - 2.1.4. offer adult education and courses that enhance the understanding of the education and care of young children
 - 2.1.5. ensure adult participation and responsibility in the cooperative running of Playcentres;
 - 2.1.6. embody Te Tiriti o Waitangi based partnership within Playcentre Aotearoa;
 - 2.1.7. assist families to provide quality play experiences for all children in an inclusive environment which acknowledges and incorporates the dual heritage of Aotearoa New Zealand;
 - 2.1.8. organise the training, approval and employment of suitable persons to support play sessions;
 - 2.1.9. nurture sustainable services and practices at all levels of Playcentre Aotearoa;
 - 2.1.10. raise public awareness of Playcentres;
 - 2.1.11. assist and foster innovation and research in the fields of early childhood education, adult education and young children; and
 - 2.1.12. generally do each and every act necessary and proper to achieve the objects of Playcentre Aotearoa.
- 2.2. Notwithstanding anything expressed or implied in these rules, the activities of the organisation shall not be carried on for the personal pecuniary profit or benefit of any member or individual or associated person.
- 2.3. Playcentre Aotearoa shall have the powers of a natural person, including the power to:
 - 2.3.1. co-ordinate the activities of, and provide leadership and management services to Playcentres;
 - 2.3.2. arrange such meetings, discussions, courses and workshops as may be necessary for the furtherance of the objects of Playcentre Aotearoa;
 - 2.3.3. own shares, to invest;
 - 2.3.4. borrow and to guarantee the indebtedness of companies that are wholly or majority owned by Playcentre Aotearoa.
 - 2.3.5. enter into, manage and terminate contracts and agreements;
 - 2.3.6. employ, retain or engage people in paid employment or on contract or as agents;
 - 2.3.7. make, alter, rescind, enforce any rules, regulations, policies and procedures for the governance, management and operation of Playcentre Aotearoa, provided such rules and policies are not inconsistent with this Kaupapa Ture/Constitution, nor contrary to the

- Charitable Trusts Act or any other law
- 2.3.8. produce, develop, create own licence or otherwise exploit, use and protect intellectual property;
 - 2.3.9. raise, receive, hold and administer funds in the form of levies, donations, legacies and bequests, and funds arising from other sources, for the benefit of Playcentre Aotearoa;
 - 2.3.10. acquire by purchase, lease or as otherwise necessary and convenient, real estate, buildings and rooms for the carrying out of Playcentre activities, and to hold, improve, lease, sell or otherwise dispose of same;
 - 2.3.11. prepare and publish such pamphlets, books and resources as may be considered necessary;

3. WHAKAM TAU / PHILOSOPHY

- 3.1. Playcentre Aotearoa is a family organisation which:
 - 3.1.1. empowers adults and children to work, play, learn and grow together;
 - honours Te Tiriti o Waitangi and celebrates people's uniqueness;
 - values and affirms adults as the first and best educators for their children
 - so that wh nau are strengthened and communities enriched.
- 3.2. Playcentre Aotearoa acknowledges Te Tiriti o Waitangi as the founding document of Aotearoa New Zealand.
- 3.3. Within Playcentre Aotearoa, T ngata Whenua and T ngata Tiriti work in partnership and shall be given the same rights, privileges and responsibilities.
- 3.4. Principles of partnership and bicultural development require Playcentre Aotearoa to:
 - 3.4.1. organise its affairs within the cultural tikanga/protocols of T ngata Whenua and T ngata Tiriti;
 - 3.4.2. be diligent in identifying and keeping open all avenues leading to common ground;
 - 3.4.3. recognise, value and share each other's knowledge, wisdom and experience;
 - 3.4.4. promote inclusive practices; and
 - 3.4.5. foster equitable collaboration between T ngata Whenua and T ngata Tiriti.

4. WHAKAHAERENGA/ORGANISATION

- 4.1. Playcentre Aotearoa shall consist of:
 - 4.1.1. Playcentres: amalgamated into Playcentre Aotearoa and any such Centre that applies, meets requirements and is endorsed by the Trustee Board;
 - 4.1.2. R p M ori: as recognised by Te Whare Tikanga M ori;
 - 4.1.3. Associate Life Members: persons previously awarded life membership by Playcentre Associations;
 - 4.1.4. National Life Members: persons previously awarded life membership by New Zealand Playcentre Federation Inc., and persons on whom life membership is conferred in accordance with clause 4.2.
- 4.2. Playcentre Aotearoa may confer the rare and special honour of National Life Membership in recognition of a substantial contribution to Playcentre by:
 - 4.2.1. Te Whare Tikanga M ori or T ngata Tiriti House submitting a proposal for National Life Membership in writing to the Trustee Board at least sixteen (16) weeks before an Annual Meeting;
 - 4.2.2. forwarding copies of such a proposal, within two (2) weeks for consideration by Playcentres and R p M ori

- 4.2.3. agreement of 80% of Playcentres and 80% of R p M ori, by postal or electronic ballot, to award Life Membership; and
- 4.2.4. presenting National Life Membership at the Annual General Meeting.
- 4.3. Termination/ Resignation
 - 4.3.1. any Playcentre, R p M ori, Associate Life Member or National Life Member may voluntarily resign from Playcentre Aotearoa by giving notice in writing;
 - 4.3.2. the Trustee Board may revoke the membership of a Playcentre or R p M ori if it believes that it is in the best interests of Playcentre Aotearoa on the basis of (a) persistent failure to comply with the Kaupapa Ture/Constitution and/or policies and procedures of Playcentre Aotearoa or (b) actions that have damaged, or had the potential to damage, the reputation and/or/standing of Playcentre. The Trustee Board shall notify the relevant Playcentre or R p M ori in writing of the reasons for the proposed termination of membership and the Playcentre or R p M ori shall have a six (6) week period to respond. The Trustee Board shall consider any response and make a final decision whether to terminate the membership of the Playcentre or R p M ori, or not.
- 4.4. In the event of the resignation of, or termination of membership of a Playcentre or R p M ori, the Trustee Board shall decide how to apply the assets of the Playcentre or R p M ori. The individuals involved in that Playcentre or R p M ori shall have no right to use the name "Playcentre" and shall have no claims on the assets of Playcentre Aotearoa.

5. WHARE T KARO / PLAYCENTRES

- 5.1. A centre providing opportunities for children and adults to learn and grow together, may join Playcentre Aotearoa and use the name Playcentre, when it:
 - 5.1.1. upholds the philosophy of Playcentre Aotearoa;
 - 5.1.2. abides by the Kaupapa Ture/Constitution, policies and procedures of Playcentre Aotearoa;
 - 5.1.3. is organised, equipped and managed on a cooperative basis by the wh nau/adults of the tamariki/children attending that centre, and supervised at least in part by the wh nau/adults of those tamariki/children;
 - 5.1.4. applies the principle of partnership inherent in Te Tiriti o Waitangi;
 - 5.1.5. provides a safe and stimulating learning environment which acknowledges and incorporates the dual heritage of Aotearoa New Zealand;
 - 5.1.6. enrolls children from birth to six (6) years old, providing that children under the age of two and a half (2½) are accompanied by an adult;
 - 5.1.7. provides at least one (1), and not more than five (5), half-day sessions per week for any one child; a child may attend only one (1) session a day;
 - 5.1.8. provides play in groups not exceeding thirty (30) tamariki/children.
 - 5.1.9. works under an approved supervision plan and maintains a ratio of at least one (1) adult for every five (5) children on session; and
 - 5.1.10. participates in Playcentre Aotearoa adult education programmes
- 5.2. Parents/wh nau and caregivers of children enrolled in a Playcentre are centre members
 - 5.2.1. Playcentres may nominate life members of their centre in accordance with their own policies and procedures, and if ratified such life members will be centre members even though they may not have children enrolled in that Playcentre.
 - 5.2.2. All members and anyone engaged in paid or voluntary work on behalf of the centre must abide by the Kaupapa Ture/Constitution, and the policies and procedures of Playcentre Aotearoa.
- 5.3. Persons shall cease to be members by
 - 5.3.1. voluntary resignation
 - 5.3.2. their child ceasing to attend sessions at the Playcentre
 - 5.3.3. a decision of the centre committee, after due process, to revoke membership on the grounds of misconduct, persistent disruption to the operation of Playcentre or failure to comply with the policies of the Playcentre

- 5.4. Each Playcentre shall be responsible for:
- 5.4.1. nurturing and empowering a community of learners within the context of Playcentre Aotearoa philosophy; conducting play sessions for groups of children and participating in workshops, courses and discussions for adults;
 - 5.4.2. co-operatively managing the Playcentre in accordance with the policies and procedures of that Playcentre and of Playcentre Aotearoa; developing an annual centre management plan and budget, determining fees and undertaking fundraising as required to avoid operating at a deficit; keeping accurate financial records;
 - 5.4.3. being an active member of Playcentre Aotearoa by :
 - i. maintaining good communication and contributing to the development of national policies and programmes with Playcentre Aotearoa;
 - ii. receiving guidance and support from Playcentre Aotearoa management;
 - iii. paying such levies as may be set by the Annual Meeting of Playcentre Aotearoa;
 - iv. keeping such records as may be required for the effective management/operation of the Playcentre;
 - v. being innovative, creative and responsive to the needs of its community.
- 5.5. Recess / Closure of Playcentres:
- 5.5.1. any Playcentre may choose to go into recess by following the recess procedure determined by the Trustee Board and ratified at a General Meeting;
 - 5.5.2. in the event of a Playcentre going into recess, Playcentre Aotearoa shall hold all assets of the Playcentre in trust for an agreed period of up to two (2) years; if during the recess period there is community interest/support in reforming the Playcentre, and the Trustee Board grants approval for reformation, the assets held in trust shall be handed over to the new group;
 - 5.5.3. if after the agreed recess period no group has expressed a desire to reform, the Playcentre will be deemed closed and Playcentre Aotearoa shall retain the assets unless a formal commitment to return some or all assets to its community exists.
- 5.6 Representatives to General Meetings (and including T ngata Tiriti House and Te Whare Tikanga M ori) will be determined by an election process according to each house's protocols that have regard to geographical and other representational principles

6. NG TAKIW / REGIONS

Playcentre Aotearoa will be organised regionally to provide support to centres.

7. TE WHARE TIKANGA M ORI

- 7.1. A group of representatives who are T ngata Whenua and members of R p M ori, known as Te Whare Tikanga M ori, is a governance body in Playcentre Aotearoa.
- 7.2. Te Whare Tikanga M ori has identified that ng m t pono of Rangatiratanga, Mana, Whanaungatanga and Wairuatanga underpin Playcentre philosophy and ng w riu of Aroha, Kaitiakitanga, Manaakitanga, Te reo, Pono, Tika and Maramatanga guide actions and behaviours.
- 7.3. Hui tau M ori shall be held at least once a year.
- 7.4. Kuia/Kaum tua, M ori Wh nau from Playcentres, officers/representatives from R p and M ori Field Workers (or similar position holders) shall be entitled to attend and speak at such hui/meetings.
- 7.5. Te Whare Tikanga M ori may from time to time develop such rules and policies for the operation of Te Whare Tikanga M ori and R p M ori, provided that such rules and policies are not inconsistent with this Kaupapa Ture/Constitution, nor contrary to any other law.
- 7.6. Te Whare Tikanga M ori shall be responsible for -

- 7.6.1. supporting and guiding the establishment of R p M ori within Playcentre Aotearoa;
- 7.6.2. maintenance of tino rangatiratanga o te iwi M ori in Playcentre Aotearoa;
- 7.6.3. supporting the development of appropriate bicultural practices;
- 7.6.4. encouraging the use of te reo me tikanga M ori in Playcentre;
- 7.6.5. selection of a minimum of three (3) members up to a maximum of five (5) members of the Trustee Board and such other Officers as may be deemed necessary;
- 7.6.6. making proposals or recommendations on behalf of M ori members;
- 7.6.7. working in partnership with T ngata Tiriti House.

8. T NGATA TIRITI HOUSE

- 8.1. A group of representatives who are T ngata Tiriti and centre members, or their nominated representatives, known as T ngata Tiriti House, is a governance body in Playcentre Aotearoa.
- 8.2. T ngata Tiriti House has identified that the principles of a family environment, a co-operative movement which fosters emergent leadership, community based, and valuing play as meaningful learning underpin Playcentre philosophy and the values that guide actions and behaviours include Generosity of Spirit, Respect, Endeavour, Compassion, Integrity and Cooperation.
- 8.3. T ngata Tiriti will communicate and consult with members between General Meetings.
- 8.4. T ngata Tiriti House may from time to time develop such rules and policies for the operation of its house, provided that such rules and policies are not inconsistent with this Kaupapa Ture/Constitution, nor contrary to any other law.
- 8.5. T ngata Tiriti House shall be responsible for:
 - 8.5.1. supporting and facilitating the development of remits, policy reviews and other participation in national issues
 - 8.5.2. celebrating and reflecting the diversity of culture within T ngata Tiriti House
 - 8.5.3. supporting the development of appropriate bicultural practices;
 - 8.5.4. encouraging the use of te reo me tikanga M ori in Playcentre Aotearoa;
 - 8.5.5. selecting of a minimum of three (3) members up to a maximum of five (5) members of the Trustee Board and other Officers as may be deemed necessary
 - 8.5.6. making proposals or recommendations on behalf of T ngata Tiriti members
 - 8.5.7. working in partnership with Te Whare Tikanga M ori

9. POARI WHAKAHAERE / TRUSTEE BOARD

- 9.1. The Trustee Board shall consist of a minimum of six (6) and a maximum of ten (10) Trustees, maintaining/ensuring both houses have equal representation, including:
 - 9.1.1. the Co-Presidents endorsed pursuant to clauses 10.11.7.
 - 9.1.2. the Trustees endorsed pursuant to clauses 10.11.8 and 10.11.9 and
 - 9.1.3. such persons that may be co-opted pursuant to clause 9.8
- 9.2. The Trustee Board shall meet at least six (6) times per year.
- 9.3. The Trustees shall determine which other persons may attend and speak at Trustee Board meetings.
- 9.4. Subject to the direction of General Meetings of Playcentre Aotearoa, the responsibilities of the Trustee Board shall include:
 - 9.4.1. being guardians of the philosophy of Playcentre Aotearoa, always acting in the best interests of Playcentre Aotearoa and of Centre members and their children/tamariki;
 - 9.4.2. leading the development of the strategic direction and operational strategies of the

- organisation for approval at a General Meeting; ensuring the direction is relevant, achievable and responsive to needs;
 - 9.4.3. providing leadership and direction to Playcentres, inspiring a shared vision, building commitment and trust;
 - 9.4.4. maintaining oversight of the operations and the adult education programme of Playcentre Aotearoa;
 - 9.4.5. policy consultation within Playcentre Aotearoa;
 - 9.4.6. ensuring that the Budget and Annual Plan is prepared for approval at the General Meeting;
 - 9.4.7. advocating for Playcentre Aotearoa on matters concerning families and Early Childhood Education;
 - 9.4.8. fostering collaboration, modelling partnership, innovation, shared decision making and accountability;
 - 9.4.9. performing the fiduciary and legal responsibilities of governance, ensuring sound internal control and management of risk;
 - 9.4.10. providing wise stewardship of Playcentre Aotearoa assets and resources; and
 - 9.4.11. setting standards for, and evaluating performance.
- 9.5. The Trustees may delegate any of their responsibilities to a committee or to a person. Such a committee or person will be bound by the objects of Playcentre Aotearoa and any terms or conditions of the delegation set by the Trustee Board. The Trustee Board may revoke such delegation at will.
 - 9.6. The Trustee Board may regulate their own procedures; this may include holding meetings by communication technology and recording decisions by written resolution or circulated electronically without the need for a kanohi ki te kanohi / face to face meeting.
 - 9.7. Consensus decision making shall be the primary method for reaching an acceptable outcome, but where consensus does not produce a decision each Trustee shall be entitled to one (1) vote.
 - 9.8. The Trustee Board shall have power to co-opt up to two (2) non-voting members for specific tasks; the Trustee Board shall use its best endeavours to identify persons who have the skills, qualifications and experience required and follow due process to co-opt an appropriate person for a specific term; members shall be informed of any such co-option.
 - 9.9. The Trustee Board may act notwithstanding any vacancy which may occur.
 - 9.10. The quorum for Trustee Board meetings shall be four (4) Trustees and must include representation from each house.
 - 9.11. Notices of the date, time and place of the Trustee Board meetings and the business to be transacted there at shall be forwarded to Trustees at least one (1) week before such a meeting.
 - 9.12. Trustees are expected to declare a conflict of interest relative to any matter in which they, or an associated third party, may have a pecuniary interest. Such Trustees shall not participate in decision making relating to, nor materially influence, any contract or arrangement in which they may be so interested.
 - 9.13. The decision of the Trustee Board on the interpretation or application of the Kaupapa Ture/Constitution shall be binding and conclusive on all members until revoked at a General Meeting.

10. NG HUI / MEETINGS

- 10.1. The General Meetings are the Annual General Meeting and any Special General Meetings.
- 10.2. Delegates appointed by T ngata Tiriti and T ngata Whenua under clause 5.6 and Officers, National Life Members and invited guests shall be entitled to attend and speak at meetings of Playcentre Aotearoa.
- 10.3. General Meetings of Playcentre Aotearoa shall be facilitated by a person(s) appointed by the Trustee Board.

- 10.4. A General Meeting may be held in person or via communication technology;
- 10.4.1. at one venue or
 - 10.4.2. as a series of Meetings where each meeting receives the same information and considers the same agenda, and at least two officers are present, and each such series of Meetings shall constitute one General Meeting
- 10.5. Representatives to General Meetings will be determined by an election process according to each house's protocols with regard to geographical and other representational principles.
- 10.6. The maximum number of delegates in each house shall be equivalent to 1 for every 20 centres of Playcentre Aotearoa or part thereof.
- 10.7. Each house shall set its own quorum for General Meetings.
- 10.8. The quorum for General Meetings shall be met when the quorum for both houses are met.
- 10.9. Notices of the date, time and place of General Meetings and the nature of the business to be conducted shall be forwarded to delegates and to each Playcentre and R p M ori at least eight (8) weeks before the General Meeting. It shall be the duty of each Playcentre and R p M ori to ensure that wh nau/adults receive notice of any General Meeting.
- 10.10. Annual General Meetings shall:**
- 10.10.1. be held within three months of the end of financial year;
 - 10.10.2. receive the Annual Report;
 - 10.10.3. consider the audited Financial Statements;
 - 10.10.4. consider the strategic direction of Playcentre Aotearoa by confirming key outcomes, goals and priorities;
 - 10.10.5. consider the policies developed by the Trustee Board;
 - 10.10.6. consider the budget and determine the levy to be paid by Playcentres;
 - 10.10.7. endorse the Co-Presidents selected by each House;
 - 10.10.8. endorse up to four (4) Trustees selected by Te Whare Tikanga M ori;
 - 10.10.9. endorse up to four (4) Trustees selected by T ngata Tiriti House;
 - 10.10.10. appoint an Auditor, and an Honorary Legal Advisor;
 - 10.10.11. consider any remits that have met the requirements of clause 11.6.;
 - 10.10.12. confer National Life Membership as appropriate.
 - 10.10.13. consider any other business properly the subject of discussion.
- 10.11. Ng Hui Ohorere / Special General Meetings:**
- 10.11.1. may be called either on the direction of the Trustees or at the request of at least 10% of Playcentres or R p M ori;
 - 10.11.2. requires the giving of at least four (4) weeks' notice of such a meeting stating the intended purpose, to all Playcentres and R p M ori;
 - 10.11.3. shall only consider that business for which it was specifically called.

11. WHAKATAKOTORANGA WHAKAARO / DECISION MAKING

- 11.1. Decisions will be made by T ngata Tiriti and Te Whare Tikanga M ori, in partnership. Each house shall determine their own structure and processes.
- 11.2. Consensus shall be the primary method for reaching an acceptable outcome for any proposal, with the exception of the election of Officers, alterations to the Kaupapa Ture/Constitution and conferring Life Membership.

- 11.3. Co-operative development of decisions shall ensure that outcomes are centre driven and reflect partnership and open participation.
- 11.4. Where Playcentre Aotearoa cannot reach a decision, in the time available, the status quo shall remain and the following options shall be considered:
- 11.4.1. suspend deliberation pending further information/research;
 - 11.4.2. delegate the decision to the Trustee Board;
 - 11.4.3. agree to use the formal voting process detailed in clause 11.5.
- 11.5. **Formal voting within Playcentre Aotearoa shall be as follows:**
- 11.5.1. postal or electronic ballot with each Playcentre, R p M ori entitled to 1 vote each;
 - 11.5.2. the National Office shall forward copies of the relevant question/motion, within two (2) weeks of the meeting for consideration by Playcentres, R p M ori;
 - 11.5.3. a valid vote requires the participation of at least 60% of Playcentres and 60% of R p M ori;
 - 11.5.4. the question/motion shall be agreed if, of those participating in the vote, 70% of Playcentres and 70% of R p M ori are in favour .
 - 11.5.5. a recount may be called at the request of at least 10% of Playcentres, or at least 10% of R p M ori, provided that such a request is received at the National Office within 6 weeks of the announcement of the result;
- 11.6. **Ng R miti / Remits**
- 11.6.1. Remits determining the policies and direction of the organisation may be proposed by Playcentres, R p M ori, the Trustee Board or by either House.
 - 11.6.2. All remits for consideration by the General Meeting shall be in the form of a resolution, and must be accompanied by a brief summary of arguments in support.
 - 11.6.3. Remits must reach the National Office at least twelve (12) weeks before the General Meeting and shall be forwarded to the Trustee Board prior to distributing to all delegates, Playcentres and R p M ori at least eight (8) weeks before such meeting.
- 11.7. **K whiringa P ti O Ng piha / Election of Officers**
- 11.7.1. Te Whare Tikanga M ori and T ngata Tiriti House shall each determine their processes for selecting their representatives;
 - 11.7.2. Persons with Playcentre experience, provided they are not disqualified by law from holding office, and providing they are not employed or contracted to the organisation or any subsidiary group for more than 520 hours per year shall be eligible for selection
 - 11.7.3. All selected persons/individuals, shall serve a term of two (2) years with half of the Trustee Board retiring every year, ensuring both houses are equally represented at all times. Selected persons/individuals shall be eligible for re-election provided that a maximum term of four (4) years in any one position is not exceeded.
 - 11.7.4. The Co-Presidents shall retire at the completion of their two (2) year term but shall be eligible for re-election provided that the maximum term of four (4) years for any Co-President is not exceeded.-
 - 11.7.5. If any Trustee Board position remains unfilled at the General Meeting the Trustees shall consult with the house from which the vacancy arises before appointing a suitable person to fill such a vacancy.

12. WHAKARITE P TEA / FINANCES

- 12.1. All monies received on behalf of Playcentre Aotearoa shall be paid into its bank account and an income, benefit or advantage shall be applied to the objects of Playcentre Aotearoa.
- 12.2. Assets, including land and buildings, shall at all times be vested in a Playcentre or Playcentre

Aotearoa; in the event of a Playcentre being wound up, closed or disaffiliated, any assets shall revert to the national body in the absence of any agreement to the contrary.

- 12.3. Officers shall be entitled to receive such honorarium as determined by the General Meeting and to be reimbursed for any reasonable actual expenses incurred by them on behalf of Playcentre Aotearoa.
- 12.4. No Officer, or any person associated with an Officer, shall participate in or materially influence any decision made in respect of any payment to, or on behalf of, that member or associated person of any income, benefit or advantage whatsoever.
- 12.5. Playcentre Aotearoa may hold funds on trust for charitable purposes as Designated Trust Funds.
- 12.6. Any surplus funds not required for immediate use by Playcentre Aotearoa may be invested in such investments as are authorised under the statement of investment policies and objects (SIPO) developed by the Trustee Board.

13. INIHUATIA / INDEMNITY

- 13.1. No Officer shall be liable for the acts or defaults of any other Officer or any loss occasioned thereby, unless occasioned by their wilful default or their wilful acquiescence.
- 13.2. Officers shall be indemnified by Playcentre Aotearoa for all liabilities and costs incurred by them in the proper performance of their functions and duties, other than as a result of their wilful default.
- 13.3. All assets of the Playcentre Aotearoa are to be fully covered by insurance.

14. TE WHAKAREREK TANGA TURE / ALTERATION OF THE CONSTITUTION AND RULES

- 14.1. The Kaupapa Ture/Constitution may only be altered by agreement of at least 80% of Playcentres, and at least 80% of R p M ori.
- 14.2. Proposed alterations to the Kaupapa Ture/Constitution shall follow the same process as in clause 11.6.
- 14.3. Once a constitutional remit has been formally accepted for discussion it may not be amended.
- 14.4. No alterations to the Kaupapa Ture/Constitution shall be made that have the effect of altering the charitable status or purpose of Playcentre Aotearoa. The provisions and effect of this sub clause shall not be removed from this document and shall be included and implied into any document replacing this document.
- 14.5. Officers may develop rules and policies for the management of the organisation or other matters which Officers think fit, provided that such rules and policies are not inconsistent with the Kaupapa Ture/Constitution, nor contrary to the Charitable Trusts Act or any other law.
- 14.6. The rules and policies may be repealed, altered or added at a General Meeting of Playcentre Aotearoa.

15. TOREMI / LIQUIDATION

- 15.1. Playcentre Aotearoa may be wound up if, a resolution to this effect is passed in the following manner:
 - 15.1.1. carried by at least 80% of Playcentres, and at least 80% of R p M ori entitled to vote; and
 - 15.1.2. confirmed by at least 80% of Playcentres, and at least 80% of R p M ori by a subsequent resolution voted on at least four (4) weeks later, and not later than six (6) weeks after the first vote.

- 15.1.3. for the avoidance of doubt, these resolutions will be voted on electronically or by postal vote and not at a meeting. These resolutions are deemed to be made at a Special General Meeting
- 15.2. The High Court may order Playcentre Aotearoa to be put into liquidation, under Section 25 (1) of the Charitable Trusts Act 1957.
- 15.3. If there remains after the payment of all costs, debts and liabilities any assets whatsoever, the same shall be given or transferred to a charity or charities within New Zealand whose objects are similar to the objects of Playcentre Aotearoa.
- 15.4. Disposal of assets shall be determined at a General Meeting at or before the time of dissolution; or in default by the High Court of New Zealand.
- 15.5. No property may be paid to or distributed amongst members of Playcentre Aotearoa.

16. TE TOHU NG TAHI / COMMON SEAL

- 16.1. The Common Seal of Playcentre Aotearoa (if any) will be kept in the custody and control of the National Administrator, or such other Officer appointed by the Trustee Board.
- 16.2. When required, the Common Seal will be affixed to any document following a resolution of the Trustee Board and will be signed by the Co-Presidents, or a Co-President and one other Trustee appointed by the Trustee Board to do so.

17. NGARO NG MEA / MATTERS NOT PROVIDED FOR

In the event of any matter not provided for, or not fully provided for, by the Kaupapa Ture/Constitution, that needs to be decided, the matter may be dealt with and decided by the Trustees and ratified at a meeting of Playcentre Aotearoa .

18. KOREWHAKARONGO / NON COMPLIANCE

In the event of non-compliance with the Kaupapa Ture/Constitution due to circumstances beyond the control of the Officers, a special meeting of Playcentre Aotearoa shall be called to determine the course of action to be taken.

19. WHAKAM RAMATANGA / DEFINITIONS

- 19.1. In this Kaupapa Ture/Constitution:

Designated Trust Fund means any fund held for charitable purposes set out in Schedule One

General Meeting means an Annual Meeting or a Special General Meeting.

Officer means:

- (a) a member of the Trustee Board;
- (b) any other selected officer as agreed by the Annual General meeting

R p M ori means any group accepted and acknowledged as such by Te Whare Tikanga M ori in accordance with its tikanga/rules and policies and kawa/protocols.

T ngata Whenua means people of the land, Iwi/M ori.

Te Whare Tikanga M ori means a forum for T ngata Whenua.

T ngata Tiriti means people of all other cultures in Aotearoa New Zealand, excluding T ngata Whenua.

T ngata Tiriti House means a forum for Tangata Tiriti.

Trustee Board means a forum for the Trustees constituted under clauses in section 9

- 19.2 In this Kaupapa Ture/Constitution, a reference to:

- 19.2.1. one gender includes the other gender;
- 19.2.2. the singular includes the plural and vice versa;
- 19.2.3. legislation includes amendments to and re-enactments of the legislation.

19.3 The M ori language used in this Kaupapa Ture/Constitution is sourced from the M ori Language Commission.

SCHEDULE ONE: DESIGNATED TRUST FUNDS

Playcentre Aotearoa may hold funds as the Gwen Somerset Trust Fund on the following terms:

SOMERSET TRUST

1. THIS TRUST DEED is made the day of 1972 by THE NEW ZEALAND PLAYCENTRE FEDERATION INCORPORATED (hereinafter termed "the federation") a body duly Incorporated under the provisions of the Charitable Trusts Act 1957:
2. WHEREAS Mrs. G.L. Somerset of Wellington a sometime officer of the federation has paid the federation the sum of \$2,000.00 to be held upon the trusts hereinafter declared:
3. NOW the federation HEREBY DECLARES that it holds the said sum of \$2,000.00 and such other monies as may be paid to it for such purposes and such of its own funds as it may apply to such purposes (the amount so held by the federation from time to time being hereinafter termed "the trust fund") upon the following trusts namely:
 - 3.1 The trust fund shall be known as "the Gwen Somerset Trust".
 - 3.2 The federation shall invest the trust fund in any manner authorised by law for the investment of trust funds.
 - 3.3 The federation shall either accumulate the income to arise from such investment and hold such accumulations as accretion to capital or shall apply so much of such income as it may from time to time think fit:
 - 3.3.1 in making payments to enable or assist to travel beyond New Zealand persons who in the opinion of the federation have such qualifications in preschool education that their visiting preschool organisations abroad would be beneficial to those organisations or to the federation and its constituent associations;
 - 3.3.2 (to the extent that in the opinion of the federation the object set out in the previous subclause may from time to time be impractical) in making payments to promote the general charitable purposes of the federation and its constituent associations.
 - 3.4 The federation may from time to time apply such part or parts as it thinks fit of the capital of the trust fund towards the objects set forth in the previous clause.
 - 3.5 The federation may by resolution of its national executive delegate all or any of its powers in relation to the trust fund to a committee whose constitution and term of office shall be defined by such resolution and on such terms as to consultation with and report to the federation and its constituent associations as may be defined by such resolution but such committee shall have power to apply the capital of the trust fund towards the objects of the trust only to the extent that it is specifically so authorised by resolution of the national executive of the federation.
- 4 IN WITNESS WHEREOF these presents have been executed the day and year first above written
- 5 THE COMMON SEAL of THE NEW ZEALAND PLAYCENTRE)
 FEDERATION INCORPORATED was hereunto)
 affixed in the present of:)

SOMERSET TRUST STATEMENT

The Gwen Somerset Trust was set up in 1972 following a gift by Gwen to the Federation of the sum of \$2,000.00 for that purpose. Under the Deed, the trustee is the Federation. Clause 3.5 of the Deed recognises that it may be sensible for Federation as trustee to delegate its powers and at the 1977 Conference an advisory committee consisting of Gwen Somerset, the Federation Treasurer, the Convenor of the Federation Education Subcommittee and one other person to be elected at every other Conference, was set up. The advisory committee make recommendations on the proposals submitted to it, in writing to half yearly National Executive meetings for its decision.

The Federation is required to invest the trust funds in the manner authorised by law. the Federation Solicitor has advised that where the funds of the trust are so great that the limited range of trustee investments is inappropriate (say \$30,000.00), then this would be a suitable reason for establishing a new trust with a new deed.

Clause 3.4 of the Deed has the effect that capital as well as interest may be applied to the objects of the trust. However there needs to be a clear distinction between capital and interest. the capital of the trust to date consists of the original donation from Gwen Somerset, a further donation from Gwen of \$2,000~00, donations of royalties from both Gwen and Beverley Morris, and donations from Associations. Associations may however make donations to "interest" and this enables the money to be paid in grants rather than invested.

The objects of the trust are set out in Clause 3.3. Two points should be noted. In Clause 3.3.1, the person travelling does not have to be a Playcentre person and the purpose of the travel may be to either benefit an overseas organisation of the New Zealand Playcentre movement.

Because it is difficult to vary deeds of this sort, when the Deed was drawn up, care was taken to avoid a situation where money might be tied up for narrow purposes which might prove inappropriate in the future. Clause 3.3.2 means that the money may be used for any of the purposes of the Federation or the Associations. The only inhibition here is a political one in that if people have given money for travel, they may be concerned it is used for other purposes.

As agreed at the National Executive meeting in November 1979 there are the following levels of funding:

1. Where Federation asks people to undertake something they should be fully funded by the Trust.
2. Where Associations ask people to undertake something that was not part of their planned trip this will have a second priority with a lesser level of funding.
3. Where applications are made to assist with expenses as part of a private trip, where the extra experience gained would be valuable to Playcentre, this funding will be at a lower level.