

**TE WHĀNAU TUPU NGĀTAHI O AOTEAROA
PLAYCENTRE AOTEAROA**

Deed of Charitable Trust

Following a special resolution of at least 80% of Playcentres and 80% Rōpū Māori, the Constitution of **TE WHĀNAU TUPU NGĀTAHI O AOTEAROA - PLAYCENTRE AOTEAROA** is recorded in this Deed as the governing document of **TE WHĀNAU TUPU NGĀTAHI O AOTEAROA - PLAYCENTRE AOTEAROA**.

BACKGROUND

- A. The first Playcentre opened in Karori, Wellington in 1941. Incorporated societies were formed to operate Playcentres throughout New Zealand over the next few years. Those incorporated societies led to the formation of the Federation of Nursery Play Centre Associations, an unincorporated charitable society.
- B. On 2 December 1947 **TE WHĀNAU TUPU NGĀTAHI O AOTEAROA - PLAYCENTRE AOTEAROA** (then called New Zealand Federation of Nursery Play Centre Associations) was incorporated as a charitable trust board under s.5 of the Religious, Charitable, and Educational Trusts Act 1908 and is therefore a charitable trust ("the Trust").
- C. Pursuant to Orders of the High Court of New Zealand dated 21 May 2019, 32 Associations were amalgamated into **TE WHĀNAU TUPU NGĀTAHI O AOTEAROA - PLAYCENTRE AOTEAROA** ("the Amalgamation") and the Constitution dated 24 May 2016 became the Constitution of the Amalgamated organisation ("the 2020 Constitution").
- D. **TE WHĀNAU TUPU NGĀTAHI O AOTEAROA - PLAYCENTRE AOTEAROA** therefore succeeded to all the obligations and property of the Associations together with the relationships each Association had with its affiliated Playcentres.
- E. Since the Amalgamation, **TE WHĀNAU TUPU NGĀTAHI O AOTEAROA - PLAYCENTRE AOTEAROA** has acted as an agent for Playcentres.
- F. The Special General Meeting of 24/09/2022 resolved to adopt this Deed pursuant to clause 14 of the 2020 Constitution.

OPERATIVE PROVISIONS

1. TE INGOA/NAME

- 1.1 The Trust is known as Te Whānau Tupu Ngātahi o Aotearoa – Playcentre Aotearoa ("Playcentre Aotearoa").

2. ARONGA / PURPOSE AND WHĀINGA / OBJECTS

- 2.1 Aronga/Purpose: The Trustees hold the capital and income of Playcentre Aotearoa on trust ("the Trust Fund") to pay or apply as the Trustees think fit exclusively for or towards the advancement of education, including the development and promotion of the Playcentre philosophy of parents as the first and best educators of their tamariki, exclusively within Aotearoa New Zealand.
- 2.2 The Aronga/Purpose includes the following charitable objects, which individually and collectively are declared to be the Objects of the Trust:
 - 2.2.1 Promote and encourage the development of Playcentre activities throughout Aotearoa New Zealand;
 - 2.2.2 Support learning through play;
 - 2.2.3 Offer adult education and courses that enhance the understanding of the education and care of young tamariki;
 - 2.2.4 Foster adult education and bicultural development;
 - 2.2.5 Encourage whānau participation and responsibility in the cooperative running of Playcentres;
 - 2.2.6 Embody Te Tiriti o Waitangi-based partnership within Playcentre Aotearoa;
 - 2.2.7 Assist whānau to provide quality play experiences for all tamariki in an inclusive environment which acknowledges and incorporates the dual heritage of Aotearoa New Zealand;
 - 2.2.8 Organise the training, approval and employment of suitable persons to support Playcentres;
 - 2.2.9 Nurture sustainable services and practices at all levels of Playcentre Aotearoa;
 - 2.2.10 Raise public awareness of Playcentres; and
 - 2.2.11 Endeavour to do each and every act necessary and proper to achieve the objects of Playcentre Aotearoa.
- 2.3 Notwithstanding anything expressed or implied in this Deed, the activities of Playcentre Aotearoa must only be carried on for charitable purposes and must not have as a purpose or be carried on for the personal pecuniary profit or benefit of any person associated with Playcentre Aotearoa.
- 2.4 None of the purposes of Playcentre Aotearoa will be in any way limited or restricted by reference to or inference from the terms of any other clause, from the name of the clause or treated as subsidiary or ancillary to any other purpose of the Trust (except where the context specifically or expressly requires it).

3. WHAKAMĀTAU / PHILOSOPHY

- 3.1 Playcentre Aotearoa is a whānau and predominantly volunteer-based organisation which:

- Empowers whānau and tamariki to work, play, learn and grow together;
- Honours Te Tiriti o Waitangi and celebrates people's uniqueness; and
- Values and affirms parents as the first and best educators for their tamariki:

So that whānau 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, tangata whenua and tangata tiriti work in partnership and must be given the same rights, privileges and responsibilities. However, this does not require tangata whenua and tangata tiriti to be organised in the same way.
- 3.4 Playcentre Aotearoa will adhere to the principles of Te Tiriti o Waitangi.
- 3.5 Playcentre Aotearoa's purposes, objects and philosophy as set out in clauses 2 and 3 of this Deed together form Playcentre Aotearoa's Guiding Principles ("Guiding Principles").

4. MANA WHAKAHAU / POWERS

- 4.1 In addition to all other powers vested in Playcentre Aotearoa by this Deed or by law but subject to the Guiding Principles, Playcentre Aotearoa has and may exercise (either alone or with any other organisation, body, person or persons) the powers of a natural person including without limitation the following:

- 4.1.1 To trade, make profits and/or losses;
- 4.1.2 To manage all the finances of Playcentre Aotearoa including organising the payment and distribution of government funding;
- 4.1.3 To construct, maintain, improve, alter, enlarge, pull down, demolish, remove, replace, manage, acquire, hold, gift, sell, bail, exchange, license, lease, mortgage, invest and otherwise encumber, exhaust, use and/or exploit any and all forms of real or intangible property;
- 4.1.4 To establish, undertake, execute, vary and terminate any trusts including without limitation this Deed;
- 4.1.5 To receive, lend, borrow, gift, invest or otherwise deal with any form of money, security or asset;
- 4.1.6 To write off any debt;
- 4.1.7 To communicate, discuss and represent to any government, regulatory authority, organisation, person or other body, information, matters of concern or interest to Playcentre Aotearoa generally;
- 4.1.8 To contract or join with in any capacity such other organisation, body or person if to do so is not inconsistent with Playcentre Aotearoa's Guiding Principles including without limitation to incorporate companies, to enter partnerships and joint ventures;
- 4.1.9 To delegate;
- 4.1.10 To the extent permitted by law, to indemnify including to obtain insurance cover for its Trustees, officers and others;
- 4.1.11 Without limiting the foregoing, to do such things, complete such documents, incur such costs and enter such obligations as may in the opinion of Playcentre Aotearoa be conducive to the performance of its Guiding Principles.

- 4.2 The powers set out in Clause 4.1 are independent main powers. They must be applied broadly and not construed in a manner that limits Playcentre Aotearoa's performance of its Guiding Principles or its operations.
- 4.3 The Trustees may execute all of the powers of Playcentre Aotearoa on behalf of Playcentre Aotearoa. The Trustees may delegate all or such of the powers of Playcentre Aotearoa in such manner and to such persons as might be considered desirable by the Trustees for the performance of the Guiding Principles or operation of Playcentre Aotearoa. Where the Trustees consult as required by this Deed or otherwise, such consultation does not bind or otherwise fetter the Trustees' discretion in any way.
- 4.4 The Trustees may establish, introduce, vary, correct and delete Rules and policies for the governance and management of Playcentre Aotearoa. For any changes to Rules, the Trustees must consult with both Te Whare Tikanga Māori and Tangata Tiriti House in a way defined in the Rules.
- 4.5 Either Te Whare Tikanga Māori or Tangata Tiriti House may present, in a way set out in the Rules, to the Trustees, any proposed establishment, introduction, correction or deletion to the Rules.

5. WHAKAHAERENGA / ORGANISATION

- 5.1 Playcentre Aotearoa is structured as follows:
- 5.1.1 There is a Board of Trustees incorporated under s.11 of the Charitable Trusts Act 1957 (s.5 of the Religious, Charitable, and Educational Trusts Act 1908) ("the Trustees");
- 5.1.2 The following groups within Playcentre Aotearoa organised in the form set out in this Deed and the Rules:
- 5.1.2.1 Te Whare Tikanga Māori and Tangata Tiriti House;
- 5.1.2.2 Clusters and Rōpū;
- 5.1.2.3 Hapori;
- 5.1.3 Playcentres organised in the form set out in this Deed and the Rules on the Register of Playcentres held by Playcentre Aotearoa and being branches of Playcentre Aotearoa; and
- 5.1.4 Individuals who are either Associate Life Members or National Life Members as at the date of this Deed.
- 5.2 The Trustees are responsible for the governance and management of Playcentre Aotearoa.

- 5.3 Te Whare Tikanga Māori and Tangata Tiriti House are unincorporated groups within Playcentre Aotearoa structured and organised in the form set out in this Deed and the Rules to put into practice Te Tiriti o Waitangi within Playcentre Aotearoa in accordance with the Guiding Principles, to provide a process whereby whānau can select the Trustees and to engage with the Trustees.
- 5.4 Tangata Tiriti House includes Clusters and an Emergent Leadership Group, all organised according to the Rules.
- 5.5 Te Whare Tikanga Māori includes Rōpū and Kāhui Kōkiri, all organised according to the Rules.
- 5.6 Hapori are formed and organised in accordance with the Rules to provide local collaboration and shared experiences between Playcentres and their whānau.
- 5.7 Playcentres are branches of Playcentre Aotearoa, being groups of whānau, registered by the Trustees as being part of and resourced by Playcentre Aotearoa, that adopt the Guiding Principles of Playcentre Aotearoa and meet the requirements set out in the Rules.
- 5.8 Whānau registered with Playcentre Aotearoa in accordance with the Rules of Playcentre Aotearoa as having one or more tamariki attending at a Playcentre are either part of Te Whare Tikanga Māori or Tangata Tiriti House. Each whānau must select a contact person to speak and act for it for all purposes set out in this Deed. In the absence of a selection notified to Playcentre Aotearoa, the whānau member completing enrolment of their tamariki with Playcentre Aotearoa is the default contact person and is deemed to have the authority to represent their whānau. The process for registration of whānau is set out in the Rules.
- 5.9 Associate Life Members are individuals granted life membership by an Association amalgamated into Playcentre Aotearoa pursuant to the Amalgamation. The terms and conditions of Associate Life Membership are set out in the Rules. Associate Life Membership may be withdrawn by the Trustees in the sole discretion of the Trustees in the event the member, by act or omission, risks bringing or brings Playcentre Aotearoa into disrepute.
- 5.10 National Life Members are those individuals granted life membership by Playcentre Aotearoa as at the date of this Deed. The terms and conditions of Life Membership are set out in the Rules. Life Membership may be withdrawn by the Trustees in the sole discretion of the Trustees in the event the member, by act or omission, risks bringing or brings Playcentre Aotearoa into disrepute.
- 5.11 The Trustees may develop a process for recognising service to Playcentre Aotearoa. Any such process is to be defined in the Rules.
- 5.12 Playcentre Aotearoa has a Chief Executive appointed by the Trustees on such terms and conditions and for such remuneration as the Trustees consider appropriate.
- 5.13 The governing documents of Playcentre Aotearoa, are in order:
- 5.13.1 This Deed; and
 - 5.13.2 The Rules.

6. TE WHARE TIKANGA MĀORI

- 6.1 Tangata whenua are eligible to be part of Te Whare Tikanga Māori if they have or have had one or more tamariki enrolled with Playcentre Aotearoa.
- 6.2 Whānau who, not being tangata whenua, have or have had one or more tamariki enrolled with Playcentre Aotearoa that whakapapa Māori, e.g., by marriage or otherwise, are eligible to be part of Te Whare Tikanga Māori.
- 6.3 The Trustees of Te Whare Tikanga Māori are the leaders of Te Whare Tikanga Māori.
- 6.4 Te Whare Tikanga Māori organise whānau choosing to be part of Te Whare Tikanga Māori into Rōpū based on the Playcentre each whānau is involved with and otherwise on the basis agreed with the Trustees and set out in the Rules.
- 6.5 Each Rōpū selects Representatives in the number and following the process defined in the Rules.
- 6.6 Except for matters expressly set out in this Deed, the Te Whare Tikanga Māori Trustees and Representatives are responsible for:
- 6.6.1 Working in partnership with Tangata Tiriti House;
 - 6.6.2 Ensuring that Te Whare Tikanga Māori operates within the terms of the Deed, Rules and policies pertaining to Te Whare Tikanga Māori;
 - 6.6.3 Determining and recording policies, procedures and processes for Te Whare Tikanga Māori;
 - 6.6.4 Maintaining a Kāhui Kōkiri to identify and prepare candidates for selection and election as Trustees;
 - 6.6.5 Providing a forum for consultation as set out in the Rules; and
 - 6.6.6 Organising an annual hui together with such hui as are necessary or desirable for the Trustees and Representatives to discharge their responsibilities, all hui to be organised and run as set out in this Deed and the Rules.

7. TANGATA TIRITI HOUSE

- 7.1 Whānau are eligible to be part of Tangata Tiriti House if they are not part of Te Whare Tikanga Māori. Subject to eligibility, whānau can move between Tangata Tiriti House and Te Whare Tikanga Māori using the process set out in the Rules but no whānau can be a member of both Tangata Tiriti House and Te Whare Tikanga Māori at the same time.

- 7.2 Any person who has or has had one or more tamariki enrolled with Playcentre Aotearoa is eligible to be part of Tangata Tiriti House.
- 7.3 The Trustees of Tangata Tiriti House are the leaders of Tangata Tiriti House.
- 7.4 Tangata Tiriti House organise whānau choosing to be part of Tangata Tiriti House into Clusters based on the Playcentre each whānau is involved with and otherwise on the basis agreed with the Trustees and set out in the Rules.
- 7.5 Each Cluster selects Representatives in the number and following the process defined in the Rules.
- 7.6 Except for matters expressly set out in this Deed, the Tangata Tiriti House Trustees and Representatives are responsible for:
- 7.6.1 Working in partnership with Te Whare Tikanga Māori;
 - 7.6.2 Ensuring that Tangata Tiriti House operates within the terms of the Deed, Rules and policies pertaining to Tangata Tiriti House;
 - 7.6.3 Determining and recording policies, procedures and processes for Tangata Tiriti House;
 - 7.6.4 Maintaining an Emergent Leadership Group to identify and prepare candidates for selection and election as Trustees;
 - 7.6.5 Providing a forum for consultation as set out in the Rules; and
 - 7.6.6 Organising an annual hui together with such hui as are necessary or desirable for the Trustees and Representatives to discharge their responsibilities, all hui to be organised and run as set out in the Rules.

8. POARI WHAKAHAERE / BOARD OF TRUSTEES

- 8.1 Without limiting the powers granted to the Trustees under this Deed, the responsibilities of the Trustees include:
- 8.1.1 Performing the purpose of Playcentre Aotearoa as set out in the Guiding Principles;
 - 8.1.2 To the extent permitted by law, always acting in the best interests of Playcentre Aotearoa, its Playcentres, the tamariki and their whānau;
 - 8.1.3 Leading the development of the strategic direction and operational strategies of the organisation, ensuring the direction is relevant, achievable and responsive to needs. The Trustees must consult with Te Whare Tikanga Māori and Tangata Tiriti House in a way defined in the Rules on the development of the strategic direction and operational strategies of the organisation;
 - 8.1.4 Providing leadership and direction for Playcentre Aotearoa, Te Whare Tikanga Māori, Tangata Tiriti House, Playcentres, the tamariki and whānau, inspiring a shared vision, building commitment and trust;
 - 8.1.5 Maintaining oversight of the operations and the adult education programme of Playcentre Aotearoa;
 - 8.1.6 Policy development, including consulting with Te Whare Tikanga Māori and Tangata Tiriti House in a way defined in the Rules on the development of policy;
 - 8.1.7 Providing an Annual Report;
 - 8.1.8 Advocating for Playcentre Aotearoa on matters concerning whānau, early childhood education and adult education;
 - 8.1.9 Fostering collaboration, modelling partnership, innovation, shared decision making and accountability as appropriate to meet the responsibilities of governance as an incorporated charitable trust board;
 - 8.1.10 Performing the fiduciary and legal responsibilities of governance, ensuring sound internal control and management of risk; and
 - 8.1.11 Providing wise stewardship of Playcentre Aotearoa assets and resources.
- 8.2 The quorum of the Board of Trustees is a minimum of two (2) Trustees from each of Te Whare Tikanga Māori and Tangata Tiriti House.
- 8.3 Each year, the Trustees of Te Whare Tikanga Māori and Tangata Tiriti House each determine who will be the Co-President for their whare. The term of the Co-President is one year. A Trustee can serve up to three consecutive one year terms as Co-President. After three consecutive terms as Co-President, a Trustee is not eligible to serve as Co-President for at least one year.
- 8.4 Every member of the Board of Trustees has a right to attend, speak and be heard at a meeting of the Trustees. However, the Board of Trustees follows the principle of collective responsibility as set out in the Rules.
- 8.5 The Trustees must meet at least six (6) times per year.
- 8.6 The Trustees may co-opt up to two (2) other individuals as the Trustees consider appropriate with such responsibilities and privileges of a member of the Board of Trustees as the Trustees might determine, provided that in no event will a person co-opted to the Board of Trustees be a Trustee or have a vote.
- 8.7 The Trustees determine which other persons may attend and speak at Board of Trustees meeting.
- 8.8 Without limiting its power of delegation, 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 Guiding Principles of Playcentre Aotearoa and any terms or conditions of the delegation set by the Trustees. The Trustees may revoke such delegation at will.
- 8.9 Without limiting any other provision of this Deed, the Trustees may hold meetings by communication technology, recording decisions by written resolution or circulated and approved electronically without the need for a kanohi ki te kanohi / face-to-face meeting.
- 8.10 Consensus decision making is to be the primary method for reaching an acceptable outcome, but where consensus does not produce a decision, each Trustee is entitled to one (1) vote. In the event of a tied vote, the motion is to be treated as not passed and the status quo will remain until a further motion is tabled.

- 8.11 Except as otherwise expressly provided for in this Deed, the Board of Trustees may act provided that Tangata Tiriti House and Te Whare Tikanga Māori are equally represented at all times or all current Tangata Tiriti House and Te Whare Tikanga Māori Trustees otherwise unanimously agree, such agreement to be recorded as part of any decision subsequently taken by the Trustees.
- 8.12 All Trustee meetings are to be held in accordance with the requirements set out in the Rules.
- 8.13 Trustees must declare conflicts of interest. A conflict of interest exists if the Trustees' interests or duty in a particular matter conflicts or might conflict with their duty to Playcentre Aotearoa. When a conflict of interest exists, the Trustee must declare the nature of the conflict or potential conflict and must not take part in deliberations or proceedings including decision making in relation to the conflict of interest. A conflict of interest or potential conflict of interest is an exception to the requirements under clause 8.11 that Tangata Tiriti House and Te Whare Tikanga Māori are equally represented at all times. Additional requirements for managing conflicts of interest may be set out in the Rules.
- 8.14 The Board of Trustees may regulate its own procedures in any respect that is not expressly contrary to the arrangements set out in this Deed for the governance of Playcentre Aotearoa. The Trustees may record such procedures in the Rules and/or a Board of Trustees charter.
- 8.15 If a matter arises that is beyond the powers of the Trustees as provided under this Deed or otherwise at law, the Trustees have jurisdiction to make an initial determination and which determination applies until the Trust Deed is amended as required to address the matter.

9. TE KOPOUNGA ME TE WHAKATAKANGA / POWER OF APPOINTMENT AND REMOVAL OF TRUSTEES

- 9.1 Appointment of Trustees is undertaken by election and the power to remove Trustees is held by Te Whare Tikanga Māori and Tangata Tiriti House, both in accordance with the Trustee Selection Process set out in this Deed as follows and in the Rules.
- 9.2 9.2.1 Subject to clause 9.3, any individual is eligible to be a Trustee if they meet the following criteria:
- 9.2.1.1 They are not prevented by law from being a Trustee; and
 - 9.2.1.2 They have or have had one or more tamariki enrolled with Playcentre Aotearoa; and
 - 9.2.1.3 In the case of Te Whare Tikanga Māori they are tangata whenua.
- 9.2.2 For the removal of doubt, being part of Kāhui Kōkiri or Emergent Leadership Group is not a pre-requisite for selection as a candidate for either whare.
- 9.3 No person who is an employee of Playcentre Aotearoa is eligible to be a Trustee of Playcentre Aotearoa while an employee of Playcentre Aotearoa.
- 9.4 The Board of Trustees is to be composed of eight (8) Trustees being:
- 9.4.2 Four (4) Trustees from Te Whare Tikanga Māori, one of whom must be a Co-President; and
 - 9.4.3 Four (4) Trustees from Tangata Tiriti House, one of whom must be a Co-President.
- 9.5 Each Trustee serves a term of three (3) years at which point they are eligible for re-election. No Trustee may serve more than two consecutive terms of three (3) years. A Trustee must have a gap of at least one (1) year after two consecutive terms before they are again eligible for selection.
- 9.6 The Board determines a Trustee Selection Date which date must be no greater than twelve (12) months after the last Trustee Selection Date unless a later date is agreed with the Representatives of both Te Whare Tikanga Māori and Tangata Tiriti House. To ensure sufficient time for voting, the Due Date for Voting (being the date by which votes must be cast) for the election of Trustees is to be no later than twenty (20) working days before the Trustee Selection Date.
- 9.7 To the extent possible, the Representatives of Te Whare Tikanga Māori and Tangata Tiriti House will select more candidates than there are trustee vacancies in order to fulfil the vacancies each whare has on the Board using the candidate selection processes defined for each whare in the Rules.
- 9.8 In the event that either whare is unable to provide enough candidates to fill all Trustee positions then available, the whare that cannot find sufficient candidates is to seek candidates outside of the whare. Other than the requirement that such a candidate is legally eligible to be a Trustee, the requirements of clause 9.2 do not apply to candidates selected under this clause. For the removal of doubt clause 9.3 will continue to apply to candidates selected under this clause.
- 9.9 The Board is to appoint a person who is independent of Playcentre Aotearoa to act as Returning Officer whose primary responsibility is to ensure the vote for Trustees follows the processes set out in this Deed and the Rules. The Returning Officer otherwise has the duties and responsibilities set out in the Rules.
- 9.10 No less than sixty (60) working days before the Due Date for Voting, the Trustees of each whare are to provide to the Returning Officer the names of the candidates for selection as Trustees.
- 9.11 Appointment to vacancies on the Board is in accordance with the following process:
- 9.11.1 No less than 50 Working days before the Due Date for Voting on the Trustees, each candidate must provide a CV and an outline of what they would like to achieve (for the purposes of this clause the "Candidate Outline") to Playcentre Aotearoa in a format set out in the Rules.
 - 9.11.2 No less than thirty (30) working days before the Due Date for Voting on the Trustees, the Candidate Outline for each Te Whare Tikanga

Māori candidate, together with a voting paper in a form and following a process set out in the Rules, must be sent by Playcentre Aotearoa to those whānau who choose to be part of Te Whare Tikanga Māori.

- 9.11.3 No less than thirty (30) working days before the Due Date for Voting on the Trustees, the Candidate Outline for each Tangata Tiriti House candidate, together with a voting paper in a form and following a process set out in the Rules, must be sent by Playcentre Aotearoa to those whānau who choose to be part of Tangata Tiriti House.
- 9.11.4 Each whānau with one or more tamariki enrolled in Playcentre at the time of the election may vote. Each whānau voting:
- 9.11.4.1 Has one vote for each vacant Trustee position in their chosen whare; and
- 9.11.4.2 Casts and returns their vote to the Returning Officer using the process set out in the Rules no later than the Due Date for Voting.
- 9.11.5 Votes will be counted and the highest polling candidate in each whare will be declared as a new Trustee by the Returning Officer. If there is more than one Trustee position vacant, the next highest polling candidate will be declared until each vacant position is filled.
- 9.11.6 In the event of an equality of votes for any Trustee position, the Representatives and Trustees of the appointing whare shall vote on which candidate is to fill the vacancy until there is a highest polling candidate who shall then fill the vacant position.
- 9.11.7 The Returning Officer, following a process set out in the Rules, declares which of the candidates have been selected as Trustees.
- 9.11.8 Each candidate selected as a Trustee holds office from the Trustee Selection Date on the terms and conditions set out in this Deed.
- 9.12 In the event that a Trustee is for any reason unable to complete their term, the Representatives of the whare from which the exiting Trustee has been appointed, in the next Trustee Selection Process select an eligible person to fill the vacancy for the balance of the term of the exiting Trustee. In the interim the Representatives of the whare from which the exiting Trustee has been appointed appoint an eligible person to serve as a Trustee up to the next Trustee Selection Date.
- 9.13 A Trustee:
- 9.13.1 Ceases to be a Trustee upon:
- 9.13.1.1 Death;
- 9.13.1.2 Resignation in writing to the Co-Presidents;
- 9.13.1.3 Mental or physical incapacity;
- 9.13.1.4 Bankruptcy or administration;
- 9.13.1.5 Conviction of a criminal offence that includes a term of imprisonment as a penalty;
- 9.13.1.6 Failure to attend three (3) consecutive meetings of the Trustees;
- 9.13.1.7 Removal from office pursuant to this Deed;
- 9.13.1.8 A breach of this Deed or the Rules that is not remedied or capable of remedy within a reasonable time being no less than ten (10) working days;
- 9.13.1.9 Ceasing to be eligible to be appointed as or to act as a Trustee under the law of New Zealand in effect from time to time;
- 9.13.1.10 The Trustee becoming an employee of Playcentre Aotearoa;
- 9.13.1.11 An act or omission by the Trustee that the full Board (excluding the Trustee in question) considers risks bringing Playcentre Aotearoa into disrepute; or
- 9.13.1.12 The expiry of their term.
- 9.13.2 May be suspended if any of the events in clauses 9.13.1.3 – 9.13.1.12, in the opinion of the remaining Trustees, occur and the remaining Trustees consider suspension appropriate. In the event of suspension, the processes set out in clauses 9.14.1 and 9.14.6 – 9 apply and the suspension continues until a decision is made to either remove the Trustee or to reinstate the Trustee. Clause 8.11 requiring equality between the whare does not apply in the event of suspension of a Trustee.
- 9.14 Trustee(s) may be removed by the whare that selected them in accordance with the following process:
- 9.14.1 A written motion seeking removal of the Trustee(s) and setting out the reasons for removal but otherwise in a form to be defined in the Rules is prepared by the Representatives or the Trustees to be retained of the whare (collectively for the purposes of this clause “the Removing Whare”) that appointed the Trustee(s) to be removed;
- 9.14.2 The motion is then passed to the Trustee(s) to be removed for a response in writing, that response to be provided within ten (10) working days of the motion being provided to the Trustee(s) to be removed;
- 9.14.3 The Trustee(s) to be removed may change/respond to the motion to include any comments they wish to make, the changed motion to be provided to the Removing Whare within ten (10) working days of the motion being provided to the Trustee(s);
- 9.14.4 Following the response from the Trustee(s) to be removed, in the absence of consensus there is to be a first vote in accordance with the process for voting set out in the Rules. If the motion receives support from no less than 75% of the Representatives (so excluding the Trustees) of the whare that appointed the Trustee(s) in question, it is then put in writing to the Trustee(s) to be removed and is to include the reasoning for rejection of the Trustee(s) response;
- 9.14.5 The Trustee(s) to be removed have the right to address the Removing Whare in response;
- 9.14.6 Either the Removing Whare or the Trustee(s) to be removed may then call for mediation on the removal and reasoning for removal following the mediation process set out in the Rules;
- 9.14.7 If mediation is not called for, or if following mediation, the position remains unresolved, a final motion to remove the Trustee(s) is to be put to the Trustee(s) to be removed for reply in writing;
- 9.14.8 The Trustee(s) to be removed may change/respond to the motion to include any comments they wish to make, the changed motion to be provided to the Removing Whare within ten (10) working days of the motion being provided to the Trustee(s) to be removed;
- 9.14.9 Following the reply from the Trustee(s) to be removed, in the absence of consensus, there is to be a final vote on the motion and if it receives

the support of no less than 75% of the Representatives (so excluding the Trustees) of the whare that appointed the Trustee(s) to be removed, the motion to remove the Trustee(s) is deemed passed and the Trustee(s) are removed effective the date of the resolution;

9.14.10 The Removing Whare then appoint replacement Trustee(s) in accordance with the process set out in clause 9.12.

9.15 The whole Board of Trustees may be replaced as follows:

9.15.1 The Representatives of both whare (for the purposes of this clause "the Representatives") acting together may replace the whole Board in accordance with the following process:

9.15.1.1 A written motion seeking removal of the Board setting out the reasons for removal but otherwise in a form to be defined in the Rules is to be prepared by the Representatives;

9.15.1.2 The motion is to be provided to the Chief Executive who has five (5) working days to provide the motion to the Board;

9.15.1.3 The Board has ten (10) working days to change/respond to the proposed motion and to provide the changed motion to the Chief Executive;

9.15.1.4 In the absence of consensus there is to be a first vote in accordance with the process for voting set out in the Rules on the motion. If the motion receives support from no less than 75% of the Representatives of each whare (so 75% of the Representatives from Te Whare Tikanga Māori and 75% of the Representatives from Tangata Tiriti House), the result of the vote and the reasons for rejection of the Board's response is to be put in writing to the Chief Executive who has five (5) working days to provide the amended motion to the Board;

9.15.1.5 The Board then has the right to address the Representatives;

9.15.1.6 Either the Board or the Representatives may then call for mediation on the removal and reasoning for removal following the mediation process set out in the Rules;

9.15.1.7 If mediation is not called for or if following mediation, the position remains unresolved, a final motion to remove the Board with reasons is to be provided by the Representatives in writing to the Chief Executive;

9.15.1.8 The Chief Executive has five (5) working days to provide the motion to the Board;

9.15.1.9 The Board has ten (10) working days to change/respond to the proposed motion and to provide the amended motion to the Chief Executive;

9.15.1.10 Following the reply from the Board, in the absence of consensus there is to be a final vote on the motion in accordance with the process for voting set out in the Rules. If the motion receives support from no less than 75% of the Representatives of each whare (so 75% of the Representatives from Te Whare Tikanga Māori and 75% of the Representatives from Tangata Tiriti House), the motion to remove the Board is deemed passed and the Board becomes an administrative Board effective the date of the resolution until a new Board is appointed;

9.15.1.11 The whare then appoint a new Board in accordance with the Trustee Selection Process set out in this Deed but allowing variation of the terms set out in clause 9.5 to be served by the new Trustees;

9.15.1.12 Upon the appointment of the new Board the former administrative Board is deemed removed.

9.15.2 In the event the whole Board wishes to resign or retire, following notification of the Board's intention to resign or retire in writing to the Representatives of both whare, the Board becomes an administrative Board effective the date of the notification. The process set out in clauses 9.15.1.11 and 9.15.1.12 applies.

10 NGĀ HUI / MEETINGS

10.1 The provisions set out in this Deed and in the Rules apply to all hui/meetings including Annual General Meetings and Special General Meetings (together referred to as "General Meetings") unless expressly stated otherwise.

10.2 All hui/meetings may be held kanohi ki te kanohi, via communication technology or any other method permitted by law provided that any kanohi ki te kanohi General Meetings, to the extent practically possible, must also be contemporaneously held by communications technology. All hui/meetings may be held:

10.2.1 At one venue; or

10.2.2 As a series of hui/meetings where each hui/meeting receives the same information, considers the same agenda and has a quorum.

10.3 While the logistics, costs and other arrangements for a kanohi ki te kanohi General Meeting are determined by the Trustees, subject to this Deed, the Rules may provide for:

10.3.1 The process for calling and holding of any meeting;

10.3.2 The process of voting or otherwise making a decision on a matter provided for in this Deed, the Rules or by law;

10.3.3 The process of giving proxies (which by this clause are expressly permitted); and

10.3.4 Any other matters the Trustees consider might be required, desirable or appropriate to decide any matter or for a meeting to be called and/or held.

10.4 The Trustees must call a General Meeting within six (6) months after the end of the year to:

10.4.1 Present the Annual Report;

10.4.2 Consider any matters any attendee from either whare wish to have addressed at an Annual General Meeting;

10.4.3 Address any other matter that by law must be addressed at an Annual General Meeting.

10.5 Any person wishing to speak to a matter at a General Meeting that is on the agenda for that General Meeting shall be entitled to attend and speak

at a General Meeting.

- 10.6 Representatives of Te Whare Tikanga Māori and Tangata Tiriti House who are not Trustees and the Trustees must attend General Meetings unless unable to do so by reason of health, work or whānau. Without limiting the foregoing, the quorum for General Meetings is met when:
- 10.6.1 A simple majority of Representatives appointed by each of Te Whare Tikanga Māori and Tangata Tiriti House who are not Trustees are in attendance; and
- 10.6.2 A minimum of two (2) Trustees from each of Te Whare Tikanga Māori and Tangata Tiriti House are in attendance.
- 10.7 A General Meeting is chaired by the Co-Presidents or a person(s) appointed by the Board of Trustees. The Chair has the discretion to alter the agenda to introduce any item of business that the Trustees or the Representatives of Te Whare Tikanga Māori or Tangata Tiriti House consider requires discussion at the General Meeting and to make any other procedural ruling that the Chair considers necessary for the General Meeting to proceed efficiently.
- 10.8 The Trustees must provide the Representatives of Te Whare Tikanga Māori and Tangata Tiriti House, and each Cluster, Rōpū, Playcentre and whānau with:
- 10.8.1 At least eight (8) weeks' notice of the date, time and place of General Meetings (unless part of a series of meetings under clause 10.3.2 or a General Meeting required by law to confirm the resolutions of a first General Meeting in which event the first General Meeting may if permitted by law set a shorter notice time frame for the next General Meeting);
- 10.8.2 The nature of the business to be conducted; and
- 10.8.3 In the case of kanohi ki te kanohi General Meetings, the logistics, costs and other arrangements for the meeting.

11 WHARE TĀKARO / PLAYCENTRES

- 11.1 Following Amalgamation, each Playcentre in existence, as at the date of this Deed, that is or has elected to be a branch of or to remain part of Playcentre Aotearoa, or that is formed after the date of this Deed by Playcentre Aotearoa, is a branch and so part of Playcentre Aotearoa and must:
- 11.1.1 Recognise the responsibility held by the Trustees and Playcentre Aotearoa for the operations of each Playcentre;
- 11.1.2 Give effect to this Deed, the Guiding Principles, Rules and policies of Playcentre Aotearoa as notified by the Trustees, Te Whare Tikanga Māori and/or Tangata Tiriti House;
- 11.1.3 Co-operate fully with the Chief Executive to ensure that all of its obligations and assets are the responsibility and in the name of Playcentre Aotearoa; and
- 11.1.4 Operate in accordance with the Rules, policies and procedures as set by the Trustees and, for any local Playcentre policies and procedures, as determined by the whānau of the Playcentre provided such determination is approved by the Trustees. Such approval is to be granted unless such determination is or will be contrary to any Rules, policies or procedures of Playcentre Aotearoa.
- 11.2 Following a consultation process determined by the Trustees to be relevant to the circumstances, the opening, recess or closing of any Playcentre, together with any subsequent disposal of assets, requires the approval of the Trustees. The Trustees may not delegate such approval.

12. WHAKARITE PŪTEA / FINANCES

- 12.1 All monies received on behalf of Playcentre Aotearoa must be paid into its bank account and all income, benefit or advantage must be applied to the charitable purposes of Playcentre Aotearoa set out in the Guiding Principles.
- 12.2 Assets of Playcentre Aotearoa including land and buildings (whether owned by Playcentre Aotearoa following the Amalgamation or otherwise), must at all times be vested in Playcentre Aotearoa for the purposes of operating Playcentres and performing the Guiding Principles.
- 12.3 Trustees are entitled to receive an annual honorarium paid in accordance with the Rules. Trustees may also be reimbursed for any reasonable actual expenses incurred by them on behalf of Playcentre Aotearoa. Any individuals co-opted to the Board of Trustees under clause 8.6 may be entitled to payment or expenses at the sole discretion of the Trustees. The policy and process for any expenses for Representatives is to be set out in the Rules.
- 12.4 Playcentre Aotearoa may hold funds on trust for charitable purposes as designated trust funds.
- 12.5 The Trustees are responsible for the administration of all trusts and funds held by Playcentre Aotearoa. The Trustees have the absolute discretion to wind up, distribute, establish, vary and otherwise deal with any trust according to its terms. Following legal advice from a lawyer enrolled as a barrister and/or solicitor of the High Court of New Zealand for no less than ten (10) years, the Trustees may apply to the Court for directions, or such other order, as the Trustees consider appropriate.
- 12.6 Any funds not required for immediate use by Playcentre Aotearoa may be invested in such investments as are, in the determination of the Trustees, appropriate and consistent with the Statement of Investment Policies and Objects (SIPO) developed by the Trustees.
- 12.7 Playcentre Aotearoa must comply with all applicable law relating to the operation of trusts and charities including the reporting and production of financial statements. The accounts must be kept in the manner set out in the Rules.
- 12.8 Unless otherwise permitted by New Zealand law and determined by the Trustees, the accounts of Playcentre Aotearoa are to be audited by an Auditor appointed by the Trustees who is a member of the Institute of Chartered Accountants of Australia and New Zealand.

13 INIHUATIA / INDEMNITY

- 13.1 The liability of the Trustees is joint and several and is limited to the assets of the Trust in existence at the time of a claim to the fullest extent permitted by law (so excluding indemnity in the event of their dishonesty, wilful misconduct or gross negligence). The Trustees have no personal liability whatsoever except in the event of their dishonesty, wilful misconduct or gross negligence.
- 13.2 The Trustees agree that the Trust indemnifies, to the fullest extent permitted by law, the Chief Executive and all other officers of Playcentre Aotearoa against any loss, cost or other harm suffered in the performance of their duties except in the event of their dishonesty, wilful misconduct or gross negligence.
- 13.3 Without limiting the rights and remedies of the Trustees and its officers, Playcentre Aotearoa is by this Deed expressly authorised to secure such insurance as the Trustees, Chief Executive and Chief Financial Officer consider appropriate including for the Trustees and officers of Playcentre Aotearoa.

14. TE WHAKAREREKĒTANGA / MODIFICATION OF THE TRUST DEED

- 14.1 Modification for the purposes of this clause includes amendment, variation, deletion, addition to and/or replacement of this Deed.
- 14.2 No modification is to be made to this Deed that has the effect of altering the charitable status or purpose of Playcentre Aotearoa. The provisions and effect of this sub-clause must not be removed from this document and must be included and implied into any document replacing this document.
- 14.3 The Trustees may make any modification to this Deed, subject to clause 14.2, using the process set out below. For the purposes of this clause “the Representatives” means the Representatives of Te Whare Tikanga Māori and Tangata Tiriti House.
- 14.3.1 The Trustees are to provide the Representatives with a written motion setting out the modification sought and the reasons for the modification and are to consult with the Representatives in a way defined in the Rules;
- 14.3.2 If the motion is agreed by consensus the Trustees may make the modification;
- 14.3.3 In the absence of consensus, there is to be a first vote in accordance with the process for voting set out in the Rules on the motion. If the motion receives support from no less than 75% of the Representatives of each whare (so 75% of the Representatives from Te Whare Tikanga Māori and 75% of the Representatives from Tangata Tiriti House), the Trustees are to make the modification;
- 14.3.4 If the conditions of clauses 14.3.2 or 14.3.3 are not met and the Trustees still propose to modify the Trust Deed as per the original proposed modification, the Trustees may seek mediation with the Representatives. If, after mediation, either by consensus or in the absence of consensus, by a vote of at least 75% of the Representatives in accordance with the process set out in clause 14.3.3, the motion is agreed, the Trustees are to make the modification;
- 14.3.5 If the conditions of 14.3.4 are not met and the Trustees consider the modification should be made, clause 9.15 of this Deed is to come into effect;
- 14.3.6 Once the process of clause 9.15 has been completed, if the newly elected Trustees still propose to modify the Trust Deed as per the motion, the Trustees may make the modification.
- 14.4 The Representatives of Te Whare Tikanga Māori and Tangata Tiriti House may present any proposed modification to the Trust Deed to the Trustees. The Trustees will consider the amendment sought and provide a response either agreeing to make the change in accordance with clause 14.3 or refusing to make the change. If the Trustees refuse to make the change, they will provide a written response to the Representatives of both of Te Whare Tikanga Māori and Tangata Tiriti House within twenty (20) Working Days (or such other time frame as might be agreed in writing by the Representatives and the Trustees). If the Representatives of both Te Whare Tikanga Māori and Tangata Tiriti House consider the amendment should still be made the Trustees will either make the amendment or the process to replace the Trustees set out in clause 9.15 will apply.

15. TOREMI / LIQUIDATION

- 15.1 If the Trustees consider Playcentre Aotearoa should be wound up, the Trustees must consult with the Representatives from each of Te Whare Tikanga Māori and Tangata Tiriti House in a way defined in the Rules.
- 15.2 The Trustees have the power to wind up the Trust by applying to the Registrar of Charitable Trusts under s.26 of the Charitable Trusts Act 1957. Prior to making such an application the Trustees must address all matters required by law that must be addressed before the winding up of a charitable trust, are to realise the assets of Playcentre Aotearoa and make payment of all debts, expenses and other costs. Any surplus will then be distributed consistently with the law applying to charities and charitable trusts in force at the time, and to the extent consistent with such law, distributed in the absolute discretion of the Trustees to a registered charity or charities within New Zealand whose objects are charitable and similar to the Guiding Principles.
- 15.3 The Trustees may seek liquidation of the Trust in accordance with the process set out in the Charitable Trusts Act 1957 and such other law that applies to the liquidation of charitable trusts in effect at the time liquidation is to be pursued.

16. TE TOHU NGĀTAHI / COMMON SEAL

- 16.1 The Common Seal of Playcentre Aotearoa (if any) will be kept in the custody and control of the Chief Executive, or such other Officer appointed by the Trustees.
- 16.2 When required by law, the Common Seal will be affixed to any document following an approving resolution of the Trustees and will be signed by the

Co-Presidents.

16.3 A decision to dispose of real property of Playcentre Aotearoa requires an approving resolution of the Trustees.

16.4 Playcentre Aotearoa may otherwise enter any contract recorded in writing in accordance with the delegated authorities established by the Trustees and set out in the Rules.

17. WHAKAWHITINGA / TRANSITIONAL PROVISIONS

17.1 This Deed comes into effect for the transition provisions below, from the date of a sealed order of the High Court and for all other purposes, from the date the Deed is registered on the Register of Charitable Trusts.

17.2 For the removal of doubt the Trustees, Co-Presidents, officers, employees and Representatives of Playcentre Aotearoa as at the date this Deed is adopted continue in office on the terms and conditions applying at the time they were appointed, or as amended by the Board of Trustees in consultation with the affected party as might be appropriate.

17.3 There is a transition period of 12 months from the date of registration of the Trust Deed on the Register of Charitable Trusts, during which time the current Board of Trustees have authority to complete such documents, pay such costs and do such things as are necessary or desirable to complete the transition of Playcentre Aotearoa from the Constitution in force prior to this Deed to the arrangements set out in this Deed, including to prepare the Rules and any other governing document or arrangement considered by the Trustees to be appropriate to give effect to this Deed and to register this Deed on the Charities Register.

17.4 To transition from the current Trustee terms to the new Trustee terms set out in this Deed, the following arrangements apply:

17.4.1 For Tangata Tiriti House, the term for three Trustees expires in 2023. The Trustee Selection Process for these Trustee positions will be held prior to the AGM on 2nd December 2023 in accordance with clause 9;

17.4.2 The highest and second highest polling candidates will serve a term of 3 years. The third highest polling candidate will serve a term of 2 years;

17.4.3 For Te Whare Tikanga Māori, the term for four Trustees expires in August 2023. The Trustee Selection Process for these Trustee positions will be held prior to the AGM on 2nd December 2023 in accordance with clause 9;

17.4.4 The highest polling candidate will serve a term of 3 years. The second and third highest polling candidates will serve a term of 2 years and the fourth highest polling candidate will serve a term of 1 year.

17.5 The Rules are to be put into effect but retained in draft form for a period of 12 months from the date the Deed is registered on the Register of Charitable Trusts. This is to allow for further consultation on the drafting and implementation of the Rules by the Rules Kapa Mahi. Any changes proposed by the Rules Kapa Mahi will be provided to the Trustees who may implement them. After 12 months the Rules will be deemed as confirmed and any further changes from that point on will be subject to clause 4.4.

17.6 The Trustees are negotiating a funding model with the Government for the ongoing operation of Playcentre Aotearoa and any Playcentre electing to be part of Playcentre Aotearoa. There shall be a transition period during which a Playcentre may vote for the Deed but choose not to become part of Playcentre Aotearoa under clause 11. Any Playcentre wishing to proceed on a transition basis only does so subject to the conditions in clauses 17.6.1 – 17.6.5, all of which are conditions precedent to a Playcentre becoming part of Playcentre Aotearoa, to any transfer of assets or claims upon assets of Playcentres.

17.6.1 Playcentre Aotearoa securing funding from the Government on terms and conditions satisfactory to the Board of Playcentre Aotearoa.

17.6.2 Pending satisfaction of clause 17.6.1, each Playcentre will retain all legal and beneficial rights to bank accounts and such other assets as might be in existence in the name of the Playcentre at the date of this Deed to the intent that neither Playcentre Aotearoa nor anyone claiming through it shall have any claim on or right to such assets (other than to meet expressly contracted services such as utilities, phone charges or the like provided by or through Playcentre Aotearoa). For the removal of doubt, each Playcentre choosing to transition to Playcentre Aotearoa under this clause will be responsible for meeting all outgoings and other obligations incurred by that Playcentre until the expiry of the transition period.

17.6.3 Without limiting the transition status of a Playcentre and clause 17.6.2, until satisfaction or otherwise of clause 17.6.1, each Playcentre wishing to be part of Playcentre Aotearoa on a transition basis must give effect to this Deed.

17.6.4 If clause 17.6.1 is not satisfied, it will not alter the decision to adopt the Trust Deed, but a Playcentre may operate as an independent organisation and not part of Playcentre Aotearoa. This provision nor any other provision of this Deed obligates Playcentre Aotearoa by act or omission to support, assist or maintain such a group by for example, allowing continued use of the Playcentre name, continued use of Playcentre Aotearoa facilities, funding and management support.

17.6.5 Upon satisfaction of clause 17.6.1, each Playcentre wishing to be part of Playcentre Aotearoa on a transition basis must immediately give effect without reservation including under clause 17.6.2, to clause 11 of this Deed.

18. WHAKAMĀRAMATANGA/DEFINITIONS AND INTERPRETATION

18.1 In this Deed, unless a contrary intention appears and whether capitalised or not:

18.1.1 **Board and Trustees** may be used interchangeably to refer to the Board of Trustees defined in clause 5.1.1;

18.1.2 **Hapori** means a community of local Playcentres;

18.1.3 **Kāhui Kōkiri** means the emergent leadership group of Te Whare Tikanga Māori;

- 18.1.4 **Parents** mean the individual(s) directly responsible as parents or caregivers of tamariki;
 - 18.1.5 **Representatives** means the Representatives appointed under clauses 6.5 and 7.5 of this Deed;
 - 18.1.6 **Rules** mean the rules established under the authority of this Deed and include the rules in effect on the date this Deed is adopted and/or to be prepared under clause 17.3;
 - 18.1.7 **Tangata Whenua** means people of the land who whakapapa Māori;
 - 18.1.8 **Te Whare Tikanga Māori** means a whare for tangata whenua as set out in clause 6;
 - 18.1.9 **Tangata Tiriti** means people of all cultures in Aotearoa New Zealand;
 - 18.1.10 **Tangata Tiriti House** means a whare for tangata tiriti as set out in clause 7;
 - 18.1.11 **Whānau** means the immediate family/care group of one or more enrolled tamariki as set out in clause 5.8;
 - 18.1.12 **Whare** means both **Te Whare Tikanga Māori** and **Tangata Tiriti House**;
 - 18.1.13 A **year** means the period defined as the Financial Year of Playcentre Aotearoa by the Trustees and **annually** means an event occurring within the Financial Year of Playcentre Aotearoa;
 - 18.1.14 Examples used in this Deed are not to be construed as limiting the intent or effect of any provision;
 - 18.1.15 References to include and including are to be construed without limitation;
 - 18.1.16 References to legislation or specific statutory provisions will be construed as references to that legislation or those provisions as they may be amended or re-enacted or as their application is modified by other legislation or provisions;
 - 18.1.17 Words or expressions importing the singular include the plural and vice versa; and
 - 18.1.18 Where a word or expression is defined or given meaning, another grammatical form of the word or expression has a corresponding meaning.
- 18.2 Nothing in this Deed limits the jurisdiction of the High Court of New Zealand to decide or determine any matter arising out of or in connection with this Deed, the operation or the governance of Playcentre Aotearoa.

End

I hereby certify that this is a correct copy of the trust deed of

TE WHĀNAU TUPU NGĀTAHI O AOTEAROA
PLAYCENTRE AOTEAROA



Hayley Jane Kirk-Smith
31/08/2023