CONSTITUTION

of the

Northern Auckland Free Kindergarten Association Incorporated

Approved at AGM 4 November 2025

NORTHERN AUCKLAND FREE KINDERGARTEN ASSOCIATION INCORPORATED

CONSTITUTION

The following shall be the Rules of the Northern Auckland Free Kindergarten Association Incorporated as adopted by the Association on 4 November 2025.

1. NAME:

The name of the Association shall be Northern Auckland Free Kindergarten Association Incorporated (in this Constitution referred to as the Association).

2. CHARITABLE STATUS:

The Association is registered as a charitable entity under the Charities Act 2005.

Any income, benefit, or advantage must be used to advance the charitable purposes of the Association.

3. DEFINITIONS:

In this Constitution, unless the context otherwise requires:

"Act" means the Incorporated Societies Act 2022 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.

"**Association**" means Northern Auckland Free Kindergarten Association Incorporated.

"**Board**" means the governing body (committee) of the Association as an incorporated society and "**Board Member**" means a properly elected or appointed Officer of the committee.

"**Chair**" means at all General Meetings of the Association, the Chair of the Association, or where there are Co-Chairs, the Co-Chair presiding over the meeting. At all Meetings of the Board or any sub-committee, in the absence of the Chair (or a Co-Chair) of the Association, the "**Chair**" is the person delegated by the Board to act as the Chair at such meetings.

"**Constituent Kindergarten**" means any kindergarten administered and controlled by the Association, and "**Constituent Kindergartens**" means all such kindergartens.

"**Constituent Early Childhood Service**" means any early childhood service administered and controlled by the Association, and **"Constituent Early Childhood Services"** means all such early childhood services.

"**Constitution**" means the rules in this document.

"**Early Childhood Services Committee**" means an informal committee established in respect of a Constituent Early Childhood Service (usually with involvement of teachers/kaiako and Family Members associated with that particular Constituent Early Childhood Service).

"**Establishment Committee**" means a group of interested parents who wish to work with the Association to form a new Constituent Kindergarten or Constituent Early Childhood Service.

"**Family Member**" means a person with Membership of the Association as the parent(s) or legal guardian(s) of a child enrolled at a Constituent Kindergarten and/or Constituent Early Childhood Service as set out in clause 7(a), and "**Family Membership**" has a corresponding meaning.

"**Chief Executive /Kaiwhakahaere Matua"** means the Chief Executive of the Association, or anyone whose role is that of the most senior employee, reporting directly to the Board.

"**General Meetings**" means all meetings of the Members of the Association properly called according to the procedure in clauses 10 and 11.

"**Kindergarten Committee**" means an informal committee established in respect of a Constituent Kindergarten (usually with involvement of teachers/kaiako and Family Members associated with that particular Constituent Kindergarten).

"**Life Member**" means a person to whom Life Membership has been conferred in accordance with clause 7(c), and "**Life Membership**" has a corresponding meaning.

"**Member**" means a person with Membership of the Association, whether as a Family Member, Life Member, Paid Member, or Board Member, and **"Membership"** has the corresponding meaning.

"**Officer"** has the meaning given to it in section 5 of the Act and includes Board Members and the Chief Executive/Kaiwhakahaere Matua.

"**Paid Member**" means a person to whom Membership has been conferred in accordance with clause 7(b), and **"Paid Membership"** has the corresponding meaning.

"**Register of Members**" means the Register of Members of the Association required to be kept by section 79 of the Act.

"**Teacher/Kaiako Representative**" means a teacher/kaiako employee of the Association who is elected to the Board in accordance with clause 8(h).

"**Working Day**" means as defined in the Legislation Act 2019. Examples of days that are not Working Days include, but are not limited to, the following: a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Te Rā Aro ki a Matariki/Matariki Observance Day, and Labour Day.

"Written Notice" means notice given in writing and sent by physical delivery means such as post or courier, or by electronic means sent intentionally to each recipient, such as electronic mail or programs or applications acting like electronic mail.

4. REGISTERED OFFICE:

The registered office of the Association shall be at such a place as the Board shall from time to time determine. The Chief Executive/Kaiwhakahaere Matua shall notify the Registrar of Incorporated Societies of any change of location of the registered office.

5. PURPOSES:

The purposes of the Association shall be to:

a. Establish, administer, and control Constituent Kindergartens, Constituent Early Childhood Services, and Establishment Committees in the northern Auckland area.

b. Provide and support early childhood education.

c. Do all such lawful things as are conducive to the attainment of the purposes of the Association and the furtherance of early childhood education in New Zealand.

6. POWERS AND RESTRICTIONS:

a. Nothing in this Constitution authorises the Association to do anything which contravenes or is inconsistent with the Act, any regulations made under the Act, or under any Act which replaces it.

b. The Association must not be carried on for the financial gain of any of its Members or any person associated with any Member. For the avoidance of doubt, the term "financial gain" does not include remuneration or payments for services rendered, provided that the remuneration or payment is reasonable and relative to that which would be paid in an arms-length transaction (being the open market value).

c. The funds of the Association shall be applied exclusively for the attainment of the purposes of the Association.

d. No portion of the Associations funds shall be paid or advanced to Members in any way except by way of bona fide remuneration to employees or agents or for services rendered or as reimbursement of authorised expenses incurred on behalf of the Association.

7. MEMBERSHIP:

The Association shall maintain the minimum number of Members required by the Act.

The class of Membership of the Association and the method by which Members are admitted to different classes of Membership shall be as follows:

a. Family Membership will be given to the parent(s) or legal guardian(s) of a child/tamariki enrolled in a Constituent Kindergarten and/or Constituent Early Childhood Centre.

   i. Family Memberships are entitled to one vote per child/tamariki enrolled in a Constituent Kindergarten and/or Constituent Early Childhood Service on matters where votes are taken at Annual General Meetings and Special General Meetings of the Association.

   ii. Family Membership will cease automatically once a Family Member no longer has a child enrolled in a Constituent Kindergarten and/or Constituent Early Childhood Service.

b. All persons over the age of eighteen years who express an interest in the education and well-being of young children and in the purposes of the Association who pay the annual fees fixed at each Annual General Meeting may become Paid Members, provided that:

   i. No person shall be entitled to the rights of Membership in accordance with this clause until the application for Membership has been accepted by the Board and acknowledged in writing by the Chief Executive/Kaiwhakahaere Matua.

   ii. The Board shall have the right to decline a Membership application without giving any reason for such a decision, other than on a confidential basis to the person concerned.

c. All persons upon whom the Association has conferred Life Membership.

   i. Life Membership may be conferred at an Annual General Meeting upon any person who has given long and outstanding service to the Association.

   ii. Nominations for Life Membership are required to have a different proposer and seconder, who must be Members of the Association but cannot be Members of the same Constituent Kindergarten, Constituent Early Childhood Service, or Establishment Committee.

iii. Nominations must be in the hands of the Chief Executive/Kaiwhakahaere Matua not less than twenty-one days prior to the date of the Annual General Meeting at which it is intended that such nomination is to be considered.

iv. Life Membership shall only be conferred if a two-thirds majority of those present and entitled to vote, vote in favour.

v. Life Members shall be entitled to exercise all the rights of Membership of the Association. They shall be given notice of all General Meetings of the Association and shall have the right to attend, speak, and vote at all General Meetings.

d. Elected Board Members (other than any person referred to in paragraph (g) of this clause) shall also be Members of the Association for their term of office.

e. Every new Member must consent in writing to becoming a Member of the Association.

f. An applicant for Membership, or for change of Membership class, must complete and sign any application form together with such other information as may be required by the Board from time to time. All applicants for Membership must apply by way of a form, providing a mechanism for the applicant to confirm their consent to become a Member of the Association, which may include:

i. A requirement for the applicant to sign the application form, or

ii. A requirement for the applicant to confirm by electronic means their consent to become a Member of the Association.

g. Permanent employees and long-term relievers of the Association (excluding short-term and day-to-day relievers) as defined in the Kindergarten Teacher, Head Teacher, and Senior Teachers' Collective Agreement are ineligible for Membership of the Association.

h. A Member may at any time resign from Membership of the Association by giving at least one month's notice in writing of their intended resignation to the Chief Executive/Kaiwhakahaere Matua of the Association. At the expiry of the notice period the Member resigning shall be deemed to no longer be a Member of the Association. Resignation shall not extinguish any liabilities which arose during the period of Membership.

i. All Members shall promote the interests and purposes of the Association and shall do nothing to bring the Association into disrepute. Any Member who acts in a manner the Board deems contrary or prejudicial to the Association's interests may have their Membership suspended or terminated. This can occur if at least two-thirds of the Members present and entitled to vote at a General Meeting vote in favour of such action.

i. No vote shall be taken to suspend or terminate the Membership of any Member until the Member concerned has had the opportunity to respond in writing within fourteen days of written notification of the Board's concerns and intention to suspend.

ii. A Member who has had their Membership suspended or terminated may only be reinstated as a Member with the express consent of the Board.

j. The Association shall keep an up-to-date Register of Members. For each current Member, the information in the Register of Members shall include all the following:

i. Their name.

ii. The date they became a Member (if there is no record of the date they joined, this date will be recorded as "unknown").

iii. Their contact details, which may include a physical address, an electronic address, and a phone number.

iv. Their type of Membership(s), such as Family Member, Paid Member, Life Member, or Elected Board Member.

k. Every current Member shall promptly advise the Association of any change to their contact details.

l. The Association shall also keep a record of the former Members of the Association. For each Member who ceased to be a Member within the previous seven years, the Association will record both:

i. The former Member's name.

ii. The date the former Member ceased to be a Member.

8. BOARD:

a. The Board of the Association shall be responsible for the governance, management, and control of the affairs of the Association.

b. The Board shall consist of:

i. A maximum of seven and a minimum of five Board Members, elected at the Annual General Meeting of the Association, and

ii. One Teacher/Kaiako Representative, elected by the teaching staff in accordance with paragraph (h) of this clause. The Teacher/Kaiako Representative shall have voting rights, and

iii. The Association's Chief Executive/Kaiwhakahaere Matua shall be an ex officio Member of the Board but shall not have any voting rights.

c. The Board shall have the power to co-opt up to three additional people with specific skills to assist in the attainment of the purposes of the Association. Any person so co-opted shall have voting rights.

d. A resolution of the Board is passed if a majority of the votes cast are in favour of the resolution. Every Board Member shall have one vote. In the event of a tied vote, the Chair shall have a casting vote.

e. The Board shall hold a ballot at the first Board meeting following the Annual General Meeting, to appoint from the Board Members elected in accordance with paragraph (b)(i) of this clause two Board Members to act as either:

i. The Chair of the Association and the Vice Chair of the Association,

or

ii. Two Co-Chairs of the Association.

f. Between the Annual General Meeting, and the first Board meeting following it, the role of the Chair shall be conducted by the outgoing Chair, any outgoing Co-Chair, or Vice Chair, in that order. Should none of these Board Members continue to remain on the Board following an Annual General Meeting, the role of the Chair shall be conducted by the Board Member with the longest continuous service on the Board.

g. No more than two Board Members elected in accordance with paragraph (b)(i) of this clause shall have a current affiliation with any one Constituent Kindergarten, Constituent Early Childhood Service, or Establishment Committee.

h. The Teacher/Kaiako Representative shall be elected by the current teaching staff of the Association for a three-year term. The election of the Teacher/Kaiako Representative will be

by ballot and shall be limited to teachers/kaiako permanently employed by the Association. The Board Membership of the Teacher/Kaiako Representative shall lapse if their employment with the Association ceases during the term of office. It shall be the responsibility of the Association teaching staff to elect a replacement Teacher/Kaiako Representative in such circumstances.

i. If a Board Member who is a registered teacher/kaiako is required to teach on an extraordinary day-to-day relieving basis in preference to a parent reliever being the only other alternative, they may do so for not more than two days per month. This clause does not apply to the Teacher/Kaiako Representative.

j. The term of office for elected Board Members shall be three years, expiring at the end of the Annual General Meeting in the year corresponding with the last year of each Board Member's term of office.

k. At the Annual General Meeting each year a minimum of two Board Members shall retire from office. Should there be fewer than two Board Members retiring due to the completion of their three-year term, in accordance with 8(j), or resigning prior to the completion of their three-year term in accordance with 8(m) or 8(n) (in which case any notice periods will be deemed complete at the time of the Annual General Meeting), the Members who have served the longest continuous period shall be required to retire. A retiring Member shall be eligible for re-election.

l. A Board Member may be removed from office by either a resolution passed by two-thirds of the Board or a resolution at a General Meeting passed by a two-thirds majority of those present who are entitled to vote.

m. Any Board Member, including the Teacher/Kaiako Representative, who wishes to resign during their term of office may do so by forwarding a letter of resignation to the Chief Executive/Kaiwhakahaere Matua. The resignation shall be effective thirty days following receipt of the letter. Upon acceptance by the Board, it will be acknowledged in writing by the Chief Executive/Kaiwhakahaere Matua.

n. Any Board Member who is absent from three consecutive Board meetings or is absent from 40% of the total number of Board meetings across the twelve-month period that begins at the Annual General Meeting without leave of absence shall be deemed to have resigned. Leave of absence shall be deemed to have been granted if agreed by the Chair, Co-Chair, or Vice Chair.

o. Following a Board Member's resignation or removal, such a vacancy may be filled through a ballot election of all Members of the Association. If the Board has more than the minimum number of Board Members required, the Board has the discretion to decide whether it is necessary to elect a replacement Board Member.

    i. Any ballots are to be conducted on behalf of the Association by the Chief Executive/Kaiwhakahaere Matua. A minimum of seven days' notice must be provided to Members calling for nominations, with a minimum of fourteen days' notice provided for the postal or electronic ballot of Members to elect a new Board Member.

p. In the event the minimum number of Board Members are not maintained or elected, the following special provisions apply to enable the Association and Board to continue to function and fulfil their respective obligations:

    i. The Board, or in the absence of a Board quorum, the Chief Executive/Kaiwhakahaere Matua, in consultation with any remaining Board Members, must use their discretion to make temporary appointments to the Board until such time as the vacant positions can be filled at an Annual General Meeting, Special General Meeting, or by ballot.

ii. Appointees as temporary Board Members may consist of available Life Members, Chairpersons of Kindergarten Committees, Early Childhood Service Committees, or retiring Board Members.

q. Board Members may be paid fees and expenses as detailed in the Board Reimbursement Policy. The payment of Board meeting fees will be itemised in the Association's financial accounts.

r. Board meetings shall be held on a regular basis to conduct the affairs of the Association, and not less than eight meetings per year shall be held.

s. The Board may, if necessary, conduct their business by teleconference, email, or other methods of technology as the Board deems appropriate.

t. Any Board Member shall, with the approval of the Board, be entitled to contract with the Association in a professional capacity provided they disclose their interest in any contract and shall not vote in respect of any contract in which they are interested.

u. The Board shall always maintain an up-to-date register of interest disclosed by Board Members.

v. A Board Member must be a natural person who has consented in writing to be an Officer of the Association and certifies that they are not disqualified from being elected or appointed or otherwise holding office under the Act.

9. BOARD NOMINATIONS:

a. Nominations for the Board shall be called for by the Chief Executive/Kaiwhakahaere Matua not less than thirty days prior to the Annual General Meeting or Special General Meeting at which they are to be considered.

b. Nominations are required to have a different proposer and seconder, who must be Members of the Association.

c. Nominations shall be required to be in the hands of the Chief Executive/Kaiwhakahaere Matua not less than sixteen days prior to the commencement of the General Meeting at which they are to be considered.

d. Nominated candidates for the Board must be notified to Members of the Association at least fourteen days prior to the Annual General Meeting by Written Notice to each Kindergarten Committee, Establishment Committee, and Life Member.

10. ANNUAL GENERAL MEETING:

a. An Annual General Meeting shall be held no later than 20th November once every year.

b. The business of the Annual General Meeting shall include the Annual Reports, Financial Statements, election of the Board, and any other business as set out in the agenda.

c. Not less than thirty days' Written Notice of the Annual General Meeting shall be given to each Member, Kindergarten Committee, Early Childhood Service Committee, and Establishment Committee. Such Written Notice will be addressed to the Member at the contact address notified to the Association and recorded in the Register of Members. The Annual General Meeting and its business will not be invalidated simply because one or more Members do not receive the Written Notice of the Annual General Meeting.

11. SPECIAL GENERAL MEETING:

a. The Chief Executive/Kaiwhakahaere Matua of the Association shall, upon receipt of a written request (including by electronic means) from not less than twenty Members, call a Special General Meeting of the Association for the purpose of dealing with the matter or matters specified in the written request for such a meeting.

b. A Special General Meeting shall be held not more than twenty-one days after the receipt of a written request (including by electronic means) provided at least fourteen days' notice of the meeting is given to Members. The Chief Executive/Kaiwhakahaere Matua shall within this time fix the date of the Special General Meeting and the matter or matters to be dealt with.

c. The Board may also call a Special General Meeting of the Association to be held at such time and for such purpose as is deemed necessary provided that at least fourteen days' notice of the details is provided to Members.

d. Should more than 50% of Board Members be interested in a matter related to the Association and are prevented from voting on this matter by such interest a Special General Meeting of the Association must be called to consider and determine the matter as described in 11c.

e. Not less than fourteen days' notice of the date, time, place, and purpose of a Special General Meeting must be provided by Written Notice to each Member, Kindergarten Committee, Early Childhood Service Committee, and Establishment Committee.

f. General Business items cannot be added to the agenda for Special General Meetings.

12. VOTING:

a. Members shall be entitled to attend all General Meetings of the Association and to speak and vote on all matters coming before such meetings.

b. Each Member shall have one vote on every question coming before the Annual General Meeting or a Special General Meeting. Each Family Membership is entitled to one vote per child enrolled at a Constituent Kindergarten and/or Constituent Early Childhood Service. Where a Member is entitled to Membership under more than one Membership type, they may vote only once using their choice of Membership.

c. Voting shall be determined by voice, a show of hands, or by ballot. A ballot shall be taken at the discretion of the Chair or at the request of three or more Members. Voting shall not be by proxy or by post.

d. A ballot of all Members shall be used for the election of Board Members.

e. A ballot shall be taken at such a time during the meeting and in such a manner as is determined by the Chair at the time the ballot is called for. Prior to a ballot being taken, at least two scrutineers shall be appointed by the Members present.

f. In circumstances where the voting is such that one further vote would achieve the voting majority the Chair shall have and may exercise a casting vote. If the casting vote is not exercised in this situation a new vote shall be taken on the matter in question.

g. A written resolution may not be passed in lieu of a General Meeting.

h. Voting may be conducted by electronic means.

13. QUORUM:

a. The quorum for all General Meetings shall be twenty Members. If a quorum is not reached the meeting must be rescheduled and notified as per the General Meeting notice requirements.

b. The quorum for all Board meetings shall be five Board Members, not including the Chief Executive/Kaiwhakahaere Matua. If a quorum is not reached the Board shall reconvene at the next available time for Board Members.

14. ADJOURNMENTS:

a. The Chair of any General Meeting or meeting of the Board may, with the consent of the meeting, adjourn the meeting from time to time and from place to place.

b. No business shall be transacted at any reconvened meeting other than the business left unfinished at the meeting from which the adjournment took place.

15. MINUTES:

a. The Association shall keep minutes of all Board, General, and Special Meetings as recorded business of the Association. These shall include:

   i. A record of all appointments of Board Members.

   ii. The names of Board Members and ex officio Members present at Board meetings and at meetings of Board sub-committees.

   iii. The names of all Association Members present at each Annual General Meeting and any Special General Meeting.

   iv. All resolutions and proceedings, including Board sub-committee meetings.

   v. All financial statements and accounts presented by the Chief Executive/Kaiwhakahaere Matua and whether they are passed by the Board.

   vi. A copy of these minutes shall be sent to each Board Member within twenty-eight days.

   vii. A copy of the minutes shall be forwarded to each Constituent Kindergarten and Constituent Early Childhood Service, and to Members on request or as determined by the Board.

b. The Board shall keep the Association's records and accounts at its registered office, or at another place of safekeeping as it may determine.

c. The Board shall decide whether, and under what conditions, the records and accounts of the Association may be opened to inspection by Members.

16. BOARD POWERS AND RESPONSIBILITIES:

a. The management and control of all assets and business of the Association shall be vested in the Board, which may exercise all such powers and do all such acts and things as it thinks fit for the benefit or welfare of the Association. They shall:

i. Act in good faith and in the best interests of the Association.

ii. Exercise powers for proper purposes only.

iii. Comply with the Act and the Constitution.

iv. Exercise reasonable care and diligence.

v. Not create a substantial risk of serious loss to creditors.

vi. Not incur an obligation the Board Member does not reasonably believe the Association can perform.

b. In furtherance, and not in limitation of, paragraph (a) of this clause, the Board has the power to:

i. Take all steps and proceedings and do all acts and things it may consider advisable for carrying into effects the purposes of the Association as set out in clause 5.

ii. In accordance with current law, to employ, dismiss, remove, or suspend employees or agents of the Association, fix their period of employment, and fix their remuneration.

iii. Borrow or raise money using the assets of the Association as security, including the giving of security by mortgage, charge, or lien upon the whole or any part of the Association's real or personal property.

iv. Apply for grants or money from state or private institutions or companies.

v. Enter into contracts to provide goods or services for remuneration, using the assets, staff, or expertise of the Association.

vi. Set fees or request donations.

vii. Apply the funds of the Association to its purposes as defined in clause 5.

viii. Invest the funds of the Association in a prudent manner, and to operate such bank accounts as the Board may determine.

ix. Instruct and pay professional advisers.

x. Adopt and monitor the policies, procedures, and by-laws for the purpose of regulating the affairs of the Association. Copies of all policies, procedures, and by-laws shall be made available to Members.

xi. Close a Constituent Kindergarten or a Constituent Early Childhood Service.

xii. Establish a new Constituent Kindergarten or a Constituent Early Childhood Service.

xiii. In its absolute discretion appoint Board Members, or such other persons as it deems necessary or desirable, to form a sub-committee of the Board for such purpose as the Board in its discretion shall determine.

xiv. Any sub-committee of the Board shall have powers only as the Board shall from time to time determine and the Board may, at any time, revoke, alter, or extend such powers.

xv. Institute, conduct, defend, compound, or abandon any legal proceedings by or against the Association or its Officers or otherwise concerning the affairs of the Association, and to refer any claims by or against the Association to alternative dispute resolution or arbitration.

xvi. Enter into and execute deeds of indemnity, in such form and to such effect as may be approved by the Board in its discretion.

xvii. Effect insurance for the Board Members and employees of the Association in respect of:

1. Liability, not being criminal liability, for any act or omission of a Board Member or employee acting in their capacity as a Board Member or employee.
2. Costs incurred by such Board Member or employee in defending or settling any claim or proceeding in relation to any such liability.
3. Costs incurred by a Board Member or employee in defending any criminal proceedings taken in relation to their capacity as a Board Member or employee on which they are acquitted, or which is discontinued.

c. No Board Member shall be personally liable for any act or omission of that Board Member or the Association, if that act or omission was made in good faith in performance or intended performance of their duties as a Board Member.

d. The Board shall appoint a Chief Executive/Kaiwhakahaere Matua and may delegate any of its powers to the Chief Executive/Kaiwhakahaere Matua or any other employee or adviser of the Association, who shall be entitled to appropriate compensation for services as the Board shall determine. The appointment shall be subject to such terms and conditions as the Board may prescribe.

e. The Board shall appoint at least one and no more than three contact person(s) who the Registrar of Incorporated Societies can contact when needed. The appointed person's contact details will be provided to the Registrar of Incorporated Societies. Any changes will be advised to the Registrar of Incorporated Societies within twenty Working Days of that change occurring, or the Association becoming aware of the change.

f. The Board shall use reasonable methods to monitor the performance of the Chief Executive/Kaiwhakahaere Matua or delegate.

g. The Board is responsible for the exercise of power by the Chief Executive/Kaiwhakahaere Matua or delegate as if the power had been exercised by the Board, unless the Chief Executive/Kaiwhakahaere Matua or delegate has not acted in good faith.

h. The Board shall ensure that the Association makes all returns required by the Act and the Charities Act 2005.

17. FINANCES:

a. The Board shall ensure that proper records are kept of all monies received and expended by the Association. Proper records shall also be kept of the assets and liabilities of the Association, including all mortgages, charges, and securities of any description affecting any or all the property of the Association.

b. All funds of the Association shall be held in the name of the Association and shall only be lodged in bank accounts or investments authorised by a General Meeting or the Board.

c. The authorised signatories of the Association shall be two or more Board Members, the Chief Executive/Kaiwhakahaere Matua and another appropriate employee of the Association as approved by the Board. Any two of the authorised signatories may authorise electronic transactions, sign promissory notes, and other documents which have a charge against the funds of the Association.

d. The financial statements of the Association shall be audited prior to the Annual General Meeting by a member of the New Zealand Institute of Chartered Accountants.

e. The financial year of the Association shall commence on 1st July and end on 30th June of each year.

f. The Association must not enter into any transaction or series of linked transactions which would result in or have the effect of the Association acquiring or disposing of assets or incurring obligations the value of which is more than one-third of the book value of the total tangible assets of the Association before the transaction occurs, unless the transaction:

   i. Has first been approved by two-thirds of the Members present at a General Meeting and entitled to vote, or

   ii. Is contingent upon approval being granted by two-thirds of the Members present at a General Meeting and entitled to vote.

18. DISPUTE RESOLUTION:

a. In this clause, "**Dispute**" means a disagreement or conflict between and among any one or more Members of the Association, any one or more Officers (as defined by section 5 of the Act), and the Association, that relates to any of the following allegations:

   i. A Member or an Officer has engaged in misconduct.

   ii. A Member, an Officer, or the Association has breached, or is likely to breach, a duty under this Constitution or the Act.

   iii. A Member's rights or interests as a Member have been damaged or generally have been damaged.

b. This dispute reschairolution clause does not apply to a Dispute to the extent that other legislation requires the Dispute to be dealt with in a different way; for example, the Employment Relations Act.

c. A Member or an Officer can make a complaint by giving the Board or an Officer a notice in writing that does all of the following:

   i. States the Member or Officer is starting a procedure for resolving a Dispute under this Constitution.

   ii. Sets out the allegation to which the Dispute relates and who the allegation is against.

   iii. Sets out any other information reasonably required by the Association.

d. The Association can make a complaint involving an allegation against a Member or an Officer by giving the Member or Officer a notice in writing that both:

   i. States the Association is starting a procedure for resolving a Dispute under this Constitution.

   ii. Sets out the allegation to which the Dispute relates.

e. The information setting out the allegation must be enough to ensure the person against whom an allegation is made is fairly advised of the allegation concerning them, with sufficient details given to enable that person to prepare a response.

f. A Member or an Officer who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined.

i. If the Association makes a complaint, the Association has a right to be heard before the complaint is resolved or any outcome is determined; and an Officer may exercise that right on behalf of the Association.

ii. Without limiting the way the Member, Officer, or Association may be given the right to be heard, they must be taken to have been given the right if:

1. They have a reasonable opportunity to be heard in writing or at an oral hearing (if held), and
2. An oral hearing is held if the decision-maker considers that an oral hearing is needed to ensure an adequate hearing, and
3. An oral hearing (if any) is held before the decision-maker, and
4. The Member's, Officer's, or Association's written or verbal statement or submissions (if any) are considered by the decision-maker.

g. This clause applies if a complaint involves an allegation that a Member, an Officer, or the Association (the Respondent):

i. Has engaged in misconduct, or

ii. Has breached, or is likely to breach, a duty under the Association's Constitution or by-laws or this Act, or

iii. Has damaged the rights or interests of a Member or the rights or interests of Members generally.

The Respondent has a right to be heard before the complaint is resolved or any outcome is determined. If the Respondent is the Association, an Officer may exercise the right on behalf of the Association.

Without limiting the way a Respondent may be given a right to be heard, a Respondent must be taken to have been given the right if:

iv. The Respondent is fairly advised of all allegations concerning the Respondent, with sufficient details and time given to enable the Respondent to prepare a response, and

v. The Respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if held), and

vi. An oral hearing is held if the decision-maker considers that an oral hearing is needed to ensure an adequate hearing, and

vii. An oral hearing (if any) is held before the decision-maker, and

viii. The Respondent's written statement or submissions (if any) are considered by the decision-maker.

h. The Association must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made under this Constitution, ensure that the Dispute is investigated and determined. Disputes must be dealt with under this Constitution in a fair, efficient, and effective manner and in accordance with the provisions of the Act. All Members (including Board Members) shall co-operate to resolve Disputes efficiently, fairly, and with minimum disruption to the Association's activities.

i. Despite paragraph (h) of this clause, the Association may decide not to proceed further with a complaint if:

i. The complaint is considered trivial, or

ii. The complaint does not appear to disclose or involve any allegation of any of the matters listed in paragraphs (a)(1)-(3) of this clause, or

iii. The complaint appears to be without foundation or there is no apparent evidence to support it, or

iv. The person who makes the complaint has an insignificant interest in the matter, or

v. The conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with, or

vi. There has been an undue delay in making the complaint.

j. The Association may refer a complaint to any of the following:

i. A sub-committee or an external person to investigate and report, or

ii. A sub-committee, an arbitral tribunal, or an external person to investigate and make a decision, or

iii. With the consent of all parties to a complaint, to any type of consensual dispute resolution (for example, mediation, facilitation, or a tikanga-based practice).

k. A person may not act as a decision-maker in relation to a complaint if two or more Board Members or a complaints sub-committee consider there are reasonable grounds to believe that the person may not be impartial or able to consider the matter without a predetermined view.

19. ALTERATION OF RULES:

a. Provided that not less than fourteen days' notice of the details of the proposed alteration(s) are given in writing to all Members as outlined in section 31 of the Act, this Constitution may be altered, added to, or rescinded at a General Meeting if two-thirds of the Members present at a General Meeting and entitled to vote, vote in favour.

b. For the purpose of complying with the requirements of the Inland Revenue Department in maintaining the charitable status of the Association, no addition, alteration, or rescission to the Constitution may be made which will in any way affect the charitable status of the Association. Provided, however, that should the Association decide to relinquish its charitable status this clause may be altered, added to, or rescinded in accordance with the provisions above, in which case the Chief Executive/Kaiwhakahaere Matua shall immediately advise the Inland Revenue Department of such alteration or amendment.

c. Proposed alterations to the rules must be in the hands of the Chief Executive/Kaiwhakahaere Matua not less than fourteen days prior to the General Meeting at which it is intended that the proposed alterations are to be considered.

d. When an alteration is approved by a General Meeting it shall be notified to the Registrar of Incorporated Societies in the form specified in the Act for registration and shall take effect from the date of registration.

e. Subject to subclause b above, the alteration shall also be notified to Charities Services as required by section 40 of the Charities Act 2005.

20. WINDING UP:

a. The Association may be wound up by the Membership at an Annual General Meeting or Special General Meeting in accordance with the Act if it is no longer able or desirable to meet the objectives of the Association as set out in the Constitution.

b. Notice of the intention to wind up the Association must be provided to all Members at least thirty days before an Annual General Meeting or Special General Meeting.

c. If on the winding up or dissolution of the Association there remains surplus assets, after satisfaction of all debts and liabilities, the remaining assets shall be distributed as determined by the Members of the Association at or before the time of winding up. Provided, however, that such property or funds shall only be distributed to one or more Early Childhood organisations of a charitable nature having similar purposes to the Association and operating within New Zealand as defined in section 5 of the Charities Act 2005, at the time of winding up to enable the removal of the Association from the register.

Signed: _____ Name: _____ Date: _____

Signed: _____ Name: _____ Date: _____

Signed: _____ Name: _____ Date: _____