

## CONSTITUTION

### 1. BACKGROUND

- 1.1 The society is an incorporated charitable body registered as an incorporated society pursuant to the Incorporated Societies Act 2022.

### 2. NAME

- 2.1 The name of the society shall be “Dunedin Kindergartens Incorporated” (Mana Manaaki Puawai O Otepoti) (“Dunedin Kindergartens”).

### 3. REGISTERED OFFICE:

- 3.1 The registered office of Dunedin Kindergartens shall be at 81 Forbury Road, Dunedin or such other place as the Board shall from time to time determine.
- 3.2 The Registrar of Incorporated Societies shall be notified of any change of location of the registered office.

### 4. OBJECTS

- 4.1 The objects of Dunedin Kindergartens shall be to:

- (a) Advancing education by providing and promoting early childhood education;
- (b) Establish, govern and guide Kindergartens within the greater Dunedin area and such other areas as may come under the ambit of Dunedin Kindergartens from time to time;
- (c) Provide a constant, safe and nurturing environment for all children and their families; and
- (d) Promote positive relationships/partnerships amongst all parties associated with Dunedin Kindergartens.

### 5. MEMBERSHIP

- 5.1 The following shall be members of Dunedin Kindergartens:

- (a) Each Kindergarten; and
- (b) All Life Members of Dunedin Kindergartens.
- (c) All persons over the age of 18 years who:
  - (i) apply for membership in the form prescribed by the Board from time to time;
  - (ii) have their application approved by the Board; and
  - (iii) pay the annual subscription fee as fixed by the Board.

- 5.2 The Board shall have the right to decline a membership application made pursuant to

clause 5.1 above without giving any reason for such decision.

5.3 Employees of Dunedin Kindergartens are ineligible to become Members unless appointed a Life Member.

5.4 For the purposes of attending meetings and voting, each Kindergarten may nominate one Eligible Caregiver to represent the Kindergarten (Kindergarten Representative). The name and contact details of the Kindergarten Representative shall be notified to the Board in writing not later than 3 days prior to the Annual general Meeting.

5.5 Each Member must consent to become a member as required by the Act. In the case of each Kindergarten member, consent may be given by the Kindergarten Representative appointed in accordance with clause 5.3 above.

5.6 A Member may at any time resign from membership of Dunedin Kindergartens by giving written notice to the Board. A resignation shall not be effective until receipt of the notice by the Board and the Board accepting the resignation. Resignation shall not extinguish any liabilities of that Member which arose during that Member's membership of Dunedin Kindergartens.

5.7 Where a Kindergarten Representative no longer has a child enrolled at the Kindergarten which has nominated them as a Kindergarten Representative, they may continue as Kindergarten Representative until the commencement of the next Annual General Meeting of Dunedin Kindergartens, subject to clause .

5.8 The membership of a Member who acts in a manner deemed by the Board to be contrary or prejudicial to the interests of Dunedin Kindergartens may be suspended or terminated if:

- (a) after due enquiry and not less than 75 percent (75%) of members of the Board present and voting at a Board Meeting vote in favour of such action; provided that
- (b) the Member shall be afforded the opportunity to respond to the Board's concerns at the Board meeting before the vote is taken to suspend or terminate their membership.

## **6. LIFE MEMBERSHIP**

6.1 Life membership may be conferred upon any person who has in the Board's opinion rendered outstanding service to Dunedin Kindergartens.

6.2 The process for nominating and electing Life Members is detailed in Dunedin Kindergartens' Procedure Statements.

6.3 Life Members shall be entitled to exercise all the rights of membership of Dunedin Kindergartens including the right to attend all meetings of Dunedin Kindergartens but shall not be entitled to vote.

## **7. TEACHERS**

7.1 Two representatives of the teaching staff shall be elected by a simple majority of currently appointed teaching staff by secret ballot ("Teacher Representatives").

7.2 The Teacher Representatives shall be appointed from the time during the Annual General Meeting that they are appointed and ending at the time during the second Annual General Meeting following their appointment that new representatives are appointed or for the term of their employment with Dunedin Kindergartens whichever is the lesser ("Teacher Representative Term").

- 7.3 If a Teacher Representatives' membership is terminated before the Annual General Meeting in any year then the current teaching staff of Dunedin Kindergartens may appoint a replacement Teacher Representative for the balance of the Teacher Representative Term.
- 7.4 The process for nominating and electing the Teacher Representatives shall be detailed in Dunedin Kindergartens' Procedure Statements.

## **8. GOVERNING BOARD**

- 8.1 The governance of the affairs of Dunedin Kindergartens shall be vested in the Board.
- 8.2 The Board shall consist of the following members:
- (a) Not less than 3 and not more than 7 elected Board members ("Elected Board Members"); and
  - (b) Any Board member appointed by the board under clause 8.5; and
  - (c) The Teacher Representatives (if appointed).
- 8.3 Only an Eligible Caregiver who has been nominated for the Board by that Kindergarten, and Kindergarten Representatives shall be eligible for election as Elected Board Members.
- 8.4 The Elected Board Members shall be elected at the Annual General Meeting for a term of office commencing from the time during the Annual General Meeting that they are appointed and terminating at the time that new Board Members are appointed at the third Annual General Meeting following their election, but may stand for re-election for a maximum of two further terms of three years each provided they are an Eligible Caregiver at the time of the Annual General Meeting at which they seek re-election.
- 8.5 The Board may from time to time, following consultation with Kindergartens, appoint up to 2 persons as additional Board members. Any Board member appointed under this clause shall hold office for a term of one year or such lesser term as the Board determines and is eligible for re-appointment at the next Annual General Meeting.
- 8.6 At the first full Board meeting following each Annual General Meeting the Board shall elect from the Elected Board Members
- (a) a person to chair meetings of the Board and to represent Dunedin Kindergartens in accordance with the directions of the Board ("Chairperson"); and
  - (b) a person to chair meetings of the Board and to represent Dunedin Kindergartens in accordance with the directions of the Board in the absence of the Chairperson ("Deputy Chairperson").
- 8.7 In the event of a vacancy occurring on the Board among the Elected Board Members other than by retirement at an Annual General Meeting, the Board shall fill the vacancy in such manner as the Board deems to be appropriate in the circumstances following consultation with Kindergartens. The term of office of any person appointed to fill a vacancy will end at the close of the next Annual General Meeting.
- 8.8 The Board shall meet at least 6 times in each financial year to conduct the affairs of Dunedin Kindergartens.
- 8.9 The Board may meet by way of conference call using audio and/or audio-visual technology and may act by resolution approved during such call or through a written ballot conducted by email, electronic voting system, or post, and any such resolution shall be recorded in the minutes of the next Board meeting.
- 8.10 Other than as prescribed by the Act or this Constitution, the Committee or any sub-

committee may regulate its proceedings as it thinks fit.

- 8.11 Any Board member who is absent from 3 consecutive Board meetings without leave of absence shall be deemed to have resigned and that member's position on the Board may be filled in accordance with clause 8.6. Leave of absence shall be deemed to have been granted if an apology has been tendered and accepted for any meeting.
- 8.12 Any Board member who wishes to resign during his or her term of office may do so by giving notice of resignation to Dunedin Kindergartens. Such resignation shall be effective from the date stated in the notice or sooner if the Board so determines.
- 8.13 Where, in the opinion of the Board, a member of the Board has a conflict or interest in any matter being considered by the Board that member shall;
- (a) declare any potential conflict or interest prior to the Board discussion of the matter commencing; and
  - (b) have no right to vote on any motion in relation to that matter and shall be excluded from that part of the meeting unless permitted to stay by the Board.
- 8.14 The Board shall have the power to:
- (a) co-opt additional persons or appoint consultants with specific skills to assist in the attainment of the objects of Dunedin Kindergartens;
  - (b) employ a person or people to oversee the day to day running of Dunedin Kindergartens; and
  - (c) invite employees of Dunedin Kindergartens and other persons to attend Board meetings to report to the Board on specific matters;
- provided that no such persons shall be entitled to vote at a Board meeting.
- 8.15 Nothing in this clause shall limit the power of the Board to determine whether any person or persons other than Board members may be or remain in attendance at any Board meeting or part thereof.
- 8.16 The Board may remove any person appointed or co-opted in accordance with clause 8.12 at any time.

## **9. NOMINATIONS**

- 9.1 Nominations for Elected Board Members shall be called for by Dunedin Kindergartens not less than 30 days prior to the Annual General Meeting at which the nominations are to be considered.
- 9.2 Nominations called for in accordance with clause 9.1 shall be made in writing on the form prescribed by Dunedin Kindergartens from time to time. Nominations are required to have a proposer and seconder, who must be Members from different Kindergartens.
- 9.3 Nominations must be in the hands of Dunedin Kindergartens not less than 21 days prior to the commencement of the Annual General Meeting at which such nominations are to be considered.

## **10. ANNUAL GENERAL MEETING**

- 10.1 An Annual General Meeting shall be held as soon as possible after the end of each financial year (31 December) but not later than 30 April in each year to receive and conduct the following business:

- (a) Receive a report from the Board for the relevant financial year;
  - (b) Receive the financial report;
  - (c) Elect the Elected Board Members for the relevant positions on the Board;
  - (d) Any other general business relevant to the affairs of Dunedin Kindergartens.
- 10.2 At least 21 days notice shall be given to all Members of the Annual General Meeting and the general nature of the business to be brought before the Annual General Meeting.
- 10.3 General Meetings may be held at one or more venues by Members present in person and/or using any real-time audio, audio and visual, or electronic communication that gives each Member a reasonable opportunity to participate.
- 10.4 The financial report of Dunedin Kindergartens presented at the Annual General Meeting shall include the financial statements audited by a member of the New Zealand Institute of Chartered Accountants and shall contain a statement of financial performance and a statement of financial position of Dunedin Kindergartens and a proposed budget for the ensuing year.

## **11. EXTRAORDINARY GENERAL MEETING**

- 11.1 The Board shall call an Extraordinary General Meeting upon receipt of a notice from at least half of all Kindergarten Committees requesting such meeting, for the purpose of dealing with the matter or matters specified in the notice.
- 11.2 An Extraordinary General Meeting shall be held not less than 14 days or more than 35 days after the receipt of the notice referred to in clause 11.1.
- 11.3 The Board may also call an Extraordinary General Meeting to be held at such time and for such purpose as is deemed necessary, provided that at least 14 days notice of the Extraordinary General Meeting describing the general nature of the business to be brought before the Extraordinary General Meeting is provided in the manner prescribed by clause 12.1 below.

## **12. NOTICE OF ANNUAL GENERAL MEETINGS AND EXTRAORDINARY GENERAL MEETINGS**

- 12.1 The Board shall notify Members of the Annual General Meeting and any Extraordinary General Meetings by:
- (a) sending written notice to each Kindergarten by post and/or email requesting such notice to be displayed on the Kindergarten notice board and/or emailed to parents and caregivers; and
  - (b) advertising details in at least one newspaper circulating in the greater Dunedin area or such other area as is covered by Dunedin Kindergartens;
  - (c) emailing Life members and other Members where email addresses are held for those Members.

## **13. ATTENDANCE AND VOTING**

- 13.1 Any person may attend an Annual General Meeting or Extraordinary General Meeting, whether or not they are Members.
- 13.2 Members shall:
- (a) be entitled to attend all Annual General Meetings and Extraordinary General Meetings through their Kindergarten Representatives;

- (b) be entitled to speak on any matter coming before such meeting, at the invitation of the Chairperson; but
- (c) not be entitled to vote on any resolution put to such meeting save as provided by clause 13.2.

**13.3** Each Kindergarten Representative shall have the right to cast 1 vote on every matter to be voted on in an Annual General Meeting or Extraordinary General Meeting.

**13.4** A Kindergarten Representative shall not be entitled to vote unless the Kindergarten being represented has notified the Board in writing of their Kindergarten Representative at least 3 days prior to the Annual General Meeting or any Extraordinary General Meeting to be held.

**13.5** If a Kindergarten Representative is unable to attend the Annual General Meeting or an Extraordinary General Meeting a replacement person may attend and vote in place of the Nominated Representative, provided a Proxy Form is completed in the form attached to this Constitution as Schedule 1 and provided to the Board prior to the commencement of the Annual General Meeting or an Extraordinary General Meeting.

**13.6** Unless otherwise required in this Constitution a matter being voted on shall be approved by a simple majority of those entitled to vote and voting on the matter.

**13.7** Voting on matters other than the election of Elected Board members shall be determined by voice, a show of hands or by ballot. A ballot shall be taken at the discretion of the chairperson or at the request of 3 or more Kindergarten Representatives.

**13.8** A ballot shall be used for the election of each Elected Board Member.

**13.9** Prior to any ballot being taken at least 2 independent scrutineers shall be appointed by the Kindergarten Representatives present.

**13.10** Where only one person is nominated for each Board position in accordance with clause 9 that person shall only be elected as a member of the Board if at least fifty-one percent (51%) of the votes cast at the meeting are cast in favour of that person. If more than one person is nominated for any position the highest polling candidate shall be elected to that position.

**13.11** In circumstances where the voting is such that 1 further vote would achieve the majority required the Chairperson shall open the matter up to enable further discussion before putting the matter to a vote for a second time. The Chairperson shall not have a casting vote.

**13.12** Resolutions may only be passed in the manner described in this Clause 13, and not in any other manner.

## **14. QUORUM**

**14.1** The quorum for all Annual General Meetings and Extraordinary General Meetings shall be 50 percent (50%) of all the Kindergarten Representatives appointed to vote on an issue at that Annual General Meeting or Extraordinary General Meeting (as the case may be).

**14.2** The quorum for all Board meetings shall be at least 50 percent (50%) of the Elected Board members.

## **15. MINUTES**

**15.1** The Board shall ensure minutes of all Annual General Meetings, Extraordinary General Meetings and Board meetings are duly recorded in minute books and retained at the offices of Dunedin Kindergartens. The minutes shall record the names of those present and all resolutions and proceedings of each meeting.



- 15.2 A copy of the minutes of each Annual General Meeting, Extraordinary General Meeting and Board Meeting shall be sent to every Board member and to every Kindergarten provided that the Board shall be entitled to keep confidential those parts of any meeting the Board deems to be held "in closed session".

## **16. POWERS OF BOARD**

- 16.1 The Board shall have the power to do all things which are conducive to the attainment of the objects of Dunedin Kindergartens, including but not limited to the power to buy, sell or otherwise deal in property, borrow and secure the payment of money, control and invest the funds of Dunedin Kindergartens, hire and dismiss employees and do such other things as it may see fit.
- 16.2 The power conferred on the Board in clause 16.1 shall be subject to the approval of not less than 66% of Members having the right to vote at a General Meeting where the proposed exercise of power involves a transaction or transactions which on aggregate exceeds 35 % of the value of the assets of Dunedin Kindergartens.
- 16.3 The Board shall be authorised to exercise all of the powers of Dunedin Kindergartens, including the power to frame such policies as may from time to time be deemed necessary for the purpose of regulating the affairs of Dunedin Kindergartens. All policies framed in accordance with this clause shall be binding until rescinded by resolution of the Board. The Board must make policies available to Members on request.
- 16.4 Dunedin Kindergartens is entitled at all reasonable times to full access of all minutes and financial records of each Kindergarten Committee.

## **17. KINDERGARTEN COMMITTEES**

- 17.1 If possible, each Kindergarten shall be administered by a committee which is to be elected and formed by the Members affiliated with that Kindergarten ("Kindergarten Committee").
- 17.2 Where possible each Kindergarten Committee shall consist of not less than 3 persons, appointed for a term commencing at the close of the Annual General Meeting of the particular Kindergarten and ending at the close of the next Annual General Meeting of the particular Kindergarten following their appointment. Each committee member shall be entitled to offer themselves for election for a further term or terms.
- 17.3 The quorum for each Kindergarten Committee meeting shall be 50 percent (50%) of its elected committee members. If the number of persons on any Kindergarten Committee should fall below 3, the Board may co-opt additional persons on to the respective Kindergarten Committee to fill any vacancies until such time as that Kindergarten Committee can restore its members to 3 or more persons. Any committee member co-opted by the Board shall have the same voting rights as the other committee members and shall count towards calculating the required quorum for the meeting.
- 17.4 The Kindergarten Committees shall be entrusted with the responsibility of stimulating interest in their respective kindergartens and the raising of funds to assist with the resourcing of the Kindergarten.
- 17.5 The Kindergarten Committees shall comply with and regulate their affairs according to the Constitution and policies of Dunedin Kindergartens. The Kindergarten Committees are responsible to the Board.
- 17.6 The Board can co-opt to any Kindergarten Committee a suitably qualified person or persons whom in the Board's sole discretion they deem able to assist that Kindergarten Committee in carrying out its operations.



## **18. SUB-COMMITTEES**

- 18.1 The Board shall have the power to appoint such sub-committees as it shall from time to time deem advisable and may delegate and assign to such sub-committees such powers, duties and responsibilities as the Board shall see fit.
- 18.2 Sub-committees shall meet and report as required to carry out their functions.
- 18.3 The Board shall have the power to fill any casual vacancies or to make further appointments to a sub-committee from time to time.

## **19. FINANCES**

- 19.1 The Board shall ensure that proper records are kept of all:
- (a) moneys received and expended by Dunedin Kindergartens; and
  - (b) the assets and liabilities of Dunedin Kindergartens, including all mortgages, charges and securities of any description affecting any or all of the property of Dunedin Kindergartens.
- 19.2 All funds of Dunedin Kindergartens shall be held in the name of Dunedin Kindergartens and shall only be lodged in bank accounts or investments authorised by the Board.
- 19.3 The authorised signatories of Dunedin Kindergartens shall be as determined by the Board from time to time. Not fewer than two of the authorised signatories must sign all cheques, and authorised signatories may only sign cheques which are within the scope of a Board approved budget for the operation of Dunedin Kindergartens or which have otherwise been approved by the Board. In this clause “cheque” is deemed to include the electronic transfer of funds, and “sign” is deemed to include authorisation of the electronic transfer of funds.
- 19.4 The raising of capital, promissory notes and other documents, which have a charge against funds of Dunedin Kindergartens, must be authorised by the Board.
- 19.5 The financial year of Dunedin Kindergartens shall commence on the 1<sup>st</sup> of January in each year and finish on the 31<sup>st</sup> of December in each year.

## **20. PECUNIARY GAIN**

- 20.1 The funds of Dunedin Kindergartens shall be applied exclusively for the attainment of the objects of Dunedin Kindergartens. No portion of the funds shall be paid or advanced to Members or members of the Board 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 Dunedin Kindergartens on an arms-length basis.

## **21. EXECUTION OF DOCUMENTS**

- 21.1 Documents, contracts and enforceable obligations of Dunedin Kindergartens shall be executed on behalf of Dunedin Kindergartens pursuant to a resolution of the Board and in accordance with the following:

(a) an obligation that, if entered into by a natural person, would, by law, be required to be by deed may be entered into on behalf of Dunedin Kindergartens in writing signed under its name by:

(i) 2 or more Board Members;

(ii) 1 or more attorneys appointed by Dunedin Kindergartens under section 124 of the Act;

(b) an obligation that, if entered into by a natural person, is, by law, required to be in writing may be entered into on behalf of Dunedin Kindergartens in writing by a person acting under its express or implied authority.

(c) an obligation that, if entered into by a natural person, is not, by law, required to be in writing may be entered into on behalf of Dunedin Kindergartens in writing or orally by a person acting under Dunedin Kindergartens' express or implied authority.

## **22. ALTERATION OF RULES**

22.1 This Constitution may be altered, added to or rescinded as follows:

- (a) The proposer of any change shall provide the proposed change in writing to the Board at least 60 days (60) days prior to the Annual General Meeting;
- (b) In the case of an Extraordinary General Meeting being called to decide on any proposed alteration of these rules, the proposer must provide notice of the proposed wording of the alteration to the Board together with the notice requiring the Board to call the Extraordinary General Meeting;
- (c) If the proposed alteration is to be determined at an Extraordinary General Meeting the Board shall provide notice and details of the proposed alteration with the notice calling the Extraordinary General Meeting and in the manner provided by clause 12;
- (d) If the proposed alteration is to be determined at the Annual General Meeting the Board shall include notice and details of the proposed alteration with the notice required under clause 10.2 and in the manner provided by clause 12;
- (e) If the proposed alteration or addition does not affect the charitable status of Dunedin Kindergartens, a majority of 51 percent (51%) of the votes at the Annual General Meeting or Extraordinary General Meeting will be required to pass the resolution;
- (f) in respect of a motion to rescind this Constitution or any alteration or addition which will affect the charitable status of Dunedin Kindergartens, a majority of 75 percent (75%) of the votes at the Annual General Meeting or Extraordinary General Meeting will be required to pass the resolution.

22.2 In the case of a resolution passed pursuant to clause 22.1(f) no removal, addition to or alteration of the charitable objects, the pecuniary gain clause or the winding up clause shall be approved without the consideration of the Inland Revenue Department and the Charities Commission.

## **23. REGISTER OF MEMBERS**

23.1 Dunedin Kindergartens shall keep an up-to-date Register of Members.

23.2 For each current Member, the information contained in the Register of Members shall include —

- (a) Their name, and
- (b) The date on which they became a Member (if there is no record of the date they joined, this date will be recorded as 'Unknown'), and
- (c) Their contact details, including —
  - A physical address or an electronic address, and
  - A telephone number;
  - The type of Member.

23.3 Every current Member shall promptly advise Dunedin Kindergartens of any change of the Member's contact details.

## 24 CONTACT DETAILS FOR DUNEDIN KINDERGARTENS

24.1 The Board shall nominate the person who shall act as the contact person for the Registrar of Incorporated Societies, but in the absence of a nominee, the contact person shall be the chairperson of the Board.

## 25 NOTICES

25.1 A notice required to be given under this Constitution shall be in writing and delivered or electronically transmitted to the receiving party's last known place of business or abode or to such other address, facsimile number or email address as shall be advised from time to time.

25.2 A notice given under this Constitution must be in writing and shall be deemed to have been given:

- (a) On the day of delivery where the Notice is delivered between 9am and 5pm on a Business Day;
- (b) On the following Business Day where the Notice is delivered after 5pm or on a day that is not a Business Day;
- (c) On the day of despatch where an email or other electronic communication is despatched between 9am and 5pm during business hours on a Business Day; or
- (d) On the following Business Day where an email or other electronic communication is despatched after 5pm or on a day that is not a Business Day.

## 26 AFFILIATION

26.1 Dunedin Kindergartens may, but shall not be required to, affiliate to a peak body advocating for interests in the early childhood education sector. Any proposal to create or end such affiliation must be considered at an Annual General Meeting or Extraordinary General Meeting and to succeed must be supported by 51 percent (51%) of the Kindergarten Representatives present in person or by proxy and entitled to vote at the meeting.

## 27 DISPUTES

27.1 A dispute is a disagreement or conflict involving Dunedin Kindergartens and/or its Members in relation to specific allegations set out below.

27.2 The disagreement or conflict may be between any of the following persons:

- (a) 2 or more Members;
- (b) 1 or more Members and Dunedin Kindergartens;
- (c) 1 or more Members and 1 or more Board Members;
- (d) 2 or more Board Members;
- (e) 1 or more Board Members and Dunedin Kindergartens;
- (f) 1 or more Members or Officers and Dunedin Kindergartens.

27.3 The disagreement or conflict relates to any of the following allegations:

- (a) a Member or Board Member has engaged in misconduct;
- (b) a Member or Board Member has breached, or is likely to breach, a duty under the Constitution or bylaws or the Act;

- (c) Dunedin Kindergartens has breached, or is likely to breach, a duty under the Constitution or bylaws or the Act;
- (d) A Member's rights or interests as a Member have been damaged or Member's rights or interests generally have been damaged.

27.4 Dunedin Kindergartens adopts the process for resolution of disputes set out in clauses 2 to 8 inclusive of Schedule 2 to the Act.

## 28. WINDING UP

28.1 If on the winding up or dissolution of Dunedin Kindergartens there remains any property or funds whatsoever, after satisfaction of all debts and liabilities, the remaining property or funds shall be distributed to one or more early childhood organisations of a charitable nature having similar objects to Dunedin Kindergartens and operating within New Zealand at the time of winding up.

## 29. DEFINITIONS

29.1 **"Act"** means the Incorporated Societies Act 2022;

29.2 **"Board"** means the Board defined in clause 8.2;

29.3 **"Eligible Caregiver"** in relation to a Kindergarten means a parent or caregiver who has a child on the roll or waiting list of that Kindergarten;

29.4 **"General Meeting"** means an Annual General Meeting or an Extraordinary General meeting;

29.5 **"Kindergarten"** means a Kindergarten under the control of Dunedin Kindergartens including but not limited to the Kindergartens currently under the control of Dunedin Kindergartens;

29.6 **"Kindergarten Representative"** means an Eligible Caregiver with a child on the roll or waiting list of a Kindergarten who has been appointed to represent that Kindergarten in accordance with clause 5.1(a).

29.7 **"Life Member"** means the persons elected as life members pursuant to clause 6.1.

29.8 **"Members"** means the persons detailed in clause 5.1

29.9 **"Teacher Representatives"** means 2 persons who have been elected to the role of Teacher Representative at an AGM.

## SCHEDULE ONE

### Dunedin Kindergartens Incorporated

#### Proxy Appointment Form

This form is to appoint a proxy to vote on your behalf at the upcoming meeting of Dunedin Kindergartens Incorporated. Please complete all fields and submit the form by the specified deadline.

Member Full Name: \_\_\_\_\_

Appointed Proxy Full Name: \_\_\_\_\_

Meeting Date: \_\_\_\_\_

Voting Instructions (optional): \_\_\_\_\_

\_\_\_\_\_

Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please submit this completed form to the Secretary of Dunedin Kindergartens Incorporated via email or in person no later than 48 hours before the scheduled meeting.