



Constitution



Snow Sports New Zealand

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Snow Sports New Zealand Incorporated Constitution

1. Name

The name of the incorporated society is Snow Sports New Zealand Incorporated (“**Snow Sports NZ**”), commonly known as Snow Sports New Zealand.

2. Definitions

2.1 **Definitions:** The words and phrases used in this Constitution mean as follows:

“**Act**” means the Incorporated Societies Act 2022, including any amendments, and any regulations made under that Act.

“**AGM**” or “**Annual General Meeting**” means a meeting of the Members of Snow Sports NZ held once a year convened under this Constitution.

“**Appellant**” means any party to any decision of Snow Sports NZ who appeals such a decision to the Sports Tribunal as specified in clause 26.16.

“**Application**” has the meaning given to it in clause 6.2.

“**Appointed Board Member**” has the meaning given to it in clause 15.2(a).

“**Associate Member**” has the meaning given to it in clause 10.

“**Board**” means the board as defined in clause 15.

“**Board Appointments Panel**” means the panel described in clause 18.1.

“**Board Members**” means the Appointed Board Members and the Elected Board Members.

“**Casual Vacancy**” is a vacancy which arises on the Board when:

- (a) a Board Member does not serve their full term of office; or
- (b) an Appointed Board Member position is not filled by the Board Appointments Panel; or
- (c) an Elected Board Member position is not filled by the Members.

“**Chief Executive**” means the chief executive of Snow Sports NZ described under clause 20.

“**Club**” means an incorporated society that participates in, administers, promotes or develops one or more Snow Sports that meets the requirement for membership set out in clause 8.2.

“Competitive Member” has the meaning given to it in clause 7.2.

“Complaint” has the meaning given to it in clause 26.6.

“Constitution” means this constitution.

“Contact Details” means (i) a physical or electronic address; and (ii) a telephone number.

“Contact Person” means a person holding the position of contact person for Snow Sports NZ being the person whom the Registrar can contact when needed.

“Delegate” means a person elected to represent a Club or an Associate Member at a General Meeting under clause 22.13.

“Designated Snow Sports” means the Snow Sport designated by each Individual Member for the purposes of:

- (d) determining the amount of the Membership Fees payable;
- (e) communication on a matter related to that Snow Sport;
- (f) voting on members of their Sport Committee (if any); and
- (g) competing or participating in competitions, events and activities in that Snow Sport if eligible.

“Dispute” has the meaning given to in clause 26.1(a).

“Dispute Procedure” has the meaning given to it in clause 26.1(b).

“Elected Board Member” has the meaning given to it in clause 15.2(b).

“Electronic Vote” means a vote made in the manner prescribed by the Board and received by electronic means at the specified address or destination.

“Electronic Voting” means a method of voting for General Meetings by electronic means described in clause 23.6.

“FIS” means the International Ski Federation.

“FIS Licence” means a licence granted by the FIS to those individuals who register with the FIS as a competitive athlete in a FIS discipline which allows the individual to enter and compete in the FIS events covered by the licence.

“General Meeting” means an AGM or a SGM of Snow Sports NZ.

“Good Standing” has the meaning described in clause 8.6.

“Individual Member” means an individual described in clause 7.

“Integrity Code” means an integrity code issued by the Integrity Sport and Recreation Commission under section 19 of the Integrity Sport and Recreation Act 2023.

“Intellectual Property” means all rights and goodwill in copyright works, names, trade marks, service marks, devices, logos, designs, patents, processes and confidential

information relating to Snow Sports NZ or to any event, competition activity or programme conducted, promoted or administered by Snow Sports NZ.

“Interests Register” means the register of disclosures made by Officers kept under this Constitution.

“Interested” has the meaning set out in clause 16.2.

“IPC” means the International Paralympic Committee.

“IPC Licence” means a licence granted by the IPC to those individuals who register with the IPC as a competitive athlete in an IPC discipline which allows the individual to enter and compete in the IPC events covered by the licence.

“Life Members” means those individuals described in clause 9.

“Matter” means:

- (a) Snow Sports NZ's performance of its activities or exercise of its powers; or
- (b) an arrangement, an agreement or a contract made or entered, or proposed to be made or entered, into by Snow Sports NZ.

“Members” means the members of Snow Sports NZ described in clause 6.

“Membership Fees” means any fees payable by Individual Members to Snow Sports NZ for membership of Snow Sports NZ including any amount related to those Members' Designated Snow Sport and includes any fee payable for a FIS or IPC Licence, any levy or other fee payable by Members of the Designated Snow Sport to compete or participate in competitions, events or activities held by or under the auspices of Snow Sports NZ including Snow Sports Competitive Events, and also includes any fees payable to Snow Sports NZ by any other membership category for its membership of Snow Sports NZ.

“Officer” means a Board Member and any natural person occupying a position in Snow Sports NZ that allows the person to exercise significant influence over the management or administration of Snow Sports NZ.

“Ordinary Resolution” means a resolution passed by a majority of the votes cast.

“Other Procedure” has the meaning given to it in clause 26.3.

“Policies” means any bylaws, policies, regulations and codes of Snow Sports NZ made under clause 30.

“Postal Vote” means a vote made in the manner prescribed by the Board and received by mail at the specified address.

“Postal Voting” means a method of voting for General Meetings by post described in clause 23.6.

“Proxy” means a person who has been appointed to act as an agent for another Member eligible to vote at a General Meeting and to exercise that Member's vote(s) on their behalf.

“**Purposes**” means the purposes of Snow Sports NZ described under clause 4.

“**Recreational Member**” has the meaning given to it in clause 7.5.

“**Register of Members**” means the register of Members specified in clause 13.1.

“**Respondent**” means the person described in clause 26.15.

“**Returning Officer**” means the person described in clause 23.7.

“**Snow Sports**” means alpine ski racing, cross-country, freestyle, snowboarding, para-alpine, para-snowboard and freeride, as described by FIS, and any other disciplines as approved by the Board.

“**Snow Sport Competitive Event**” means an event or competition that scores or ranks competitors in one or more Snow Sports that is owned or held by or under the auspices of Snow Sports NZ and/or is sanctioned by Snow Sports NZ.

“**Snow Sports NZ**” means Snow Sports New Zealand Incorporated and includes its officers, employees, Board Members and agents.

“**SGM**” or “**Special General Meeting**” means a meeting of the Members, other than an AGM, called for a specific purpose or purposes.

“**Special Resolution**” means a resolution passed by three-quarters of votes cast.

“**Sport Committee**” means a sport committee established under clause 21.

“**Working Day**” has the meaning given to that term under the Legislation Act 2019 and excludes the day observed as the anniversary in Otago.

2.2 **Construction:** In this Constitution:

- (a) a gender includes all other genders;
- (b) the singular includes the plural and vice-versa;
- (c) any reference to legislation includes any amendment to, re-enactment or replacement of that legislation, or any secondary legislation, statutory regulations, rules, orders-in-council or other instrument issued or made under, that legislation;
- (d) any agreement includes that agreement as modified, supplemented, innovated or substituted;
- (e) a reference to persons includes any other entity or association recognised by law and vice versa;
- (f) a reference to a “day” means any day of the week and is not limited to Working Days, unless specified otherwise;
- (g) a reference to a person includes the legal personal representatives, successors and permitted assigns of that person;
- (h) headings and the contents page are for reference only and are to be ignored in construing this Constitution;

- (i) to the extent of any inconsistency between any clause in this Constitution and any rule of the FIS, the FIS rule applies, unless otherwise required by law;
- (j) to the extent of any inconsistency between this Constitution and the Policies, this Constitution prevails, unless otherwise required by law;
- (k) all periods of time or notice exclude the days on which they are given;
- (l) expression referring to writing include references to words visibly represented, copied or reproduced, including by email.

2.3 **Notices:** Subject to any other notice provision in this Constitution, any notice or other communication given under this Constitution must be in writing and will be given to:

- (a) a Member to the address set out in their Contact Details;
- (b) Snow Sports NZ to info@snowsports.co.nz or by post to Snow Sports NZ's registered office set out on the Register of Incorporated Societies.

2.4 **Receipt:** A notice is deemed to have been received:

- (a) if given by post, when left at the address of a person or five Working Days after being put in the post; or
- (b) if given by email, upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt),

provided that any notice or communication received or deemed received after 5pm on a Working Day, or on a day which is not a Working Day, will be deemed not to have been received until the next Working Day.

3. **Registered Office**

The registered office of Snow Sports NZ is at the place as determined by the Board.

4. **Purposes**

The purposes of Snow Sports NZ are to:

- (a) be the national body in New Zealand to promote, develop, enhance, and protect all the Snow Sports mainly as amateur sports for the recreation, entertainment mental and physical wellbeing of the general public in New Zealand;
- (b) encourage people of all ages, means and abilities to participate and achieve in snow sports in New Zealand and internationally to enhance their mental and physical wellbeing;
- (c) promote, support or maintain the foregoing purposes by:

- (i) establishing, promoting, and staging international, national, and other Snow Sports competitions and events in New Zealand, including Snow Sport Competitive Events, for the benefit of New Zealanders generally, and determining the rules of such competitions and events;
- (ii) developing and maintaining world class high performance programmes in Snow Sports;
- (iii) working in partnership with the providers in the Snow Sports industry, including (but not limited to) training providers, private operators, and Clubs, to ensure high standards of development and delivery for Snow Sports in New Zealand;
- (iv) encouraging and promoting Snow Sports to be undertaken in a manner which upholds the principles of fair play and is free from doping;
- (v) promoting and managing compliance with the Sports Anti-Doping Rules made by the Integrity Commission, and any amendments to or replacements of those Rules;
- (vi) protecting the integrity of Snow Sports and Snow Sports NZ by developing and enforcing standards of conduct, ethical behaviour and implementing good governance;
- (vii) maintaining and enhancing the reputation of Snow Sports NZ and Snow Sports through the development and promotion of standards and practices which fulfil these Purposes;
- (viii) giving, and seeking where appropriate, recognition for Members to obtain awards or public recognition for Snow Sports or other services to the community;
- (ix) providing information, assistance and resources to its Members and to the general public;
- (x) being the member representing New Zealand on any international snow sports organisations, including the FIS and enforcing the rules and regulations of such organisations in New Zealand;
- (xi) acting in good faith and with loyalty to ensure the maintenance and enhancement of Snow Sports NZ and all of the Snow Sports, its standards, quality and reputation for the collective and mutual benefit of the Members and Snow Sports;
- (xii) at all times operating with, and promoting, mutual trust and confidence between Snow Sports NZ and the Members in pursuit of these Purposes; and
- (xiii) at all times acting on behalf of, and in the interests of, the Members and Snow Sports.

5. Capacity and powers

Subject to this Constitution, the Act, any other legislation and the general law, Snow Sports NZ has, both within and outside New Zealand, the full capacity, rights, powers and privileges to carry on or undertake any activity, do any act or enter into any transaction.

6. Members

6.1 **Categories of Members:** The Members of Snow Sports NZ are:

- (a) Individual Members;
- (b) Clubs;
- (c) Life Members; and
- (d) Associate Members.

6.2 **Member Application:** An application to become a Member (“**Application**”) must be in the form required by Snow Sports NZ. All Applications are determined by the Board (or a sub-committee or person delegated by the Board), which may accept or decline an Application in its absolute discretion. A person becomes a Member when their Application has been accepted and they have paid the required Membership Fee and satisfied any other preconditions.

6.3 **Member consent:** A person or entity consents to become a Member by submitting an Application to Snow Sports NZ or paying the Membership Fee, unless otherwise specified in this Constitution.

7. Individual Members

7.1 **Categories of Individual Members:** There are two categories of Individual Members:

- (a) Competitive Members; and
- (b) Recreational Members.

7.2 **Competitive Member:** A Competitive Member is a person who:

- (a) wishes to compete in Snow Sport Competitive Events; and/or
- (b) holds a FIS or IPC Licence.

7.3 **Sub-categories of Competitive Members:** Competitive Members may compete under the following sub-categories:

- (a) Junior;
- (b) Masters;
- (c) Senior; and

(d) FIS and/or IPC licenced.

7.4 **Application to be a Competitive Member:** An individual may apply to become a Competitive Member by submitting an Application and specifying their Designated Snow Sport(s), provided that if their Designated Snow Sport is alpine ski-racing, the individual must be a member of a Club. If their Designated Snow Sport is a Snow Sport other than alpine ski-racing, the individual may be a member of a Club or may be a member of Snow Sports NZ directly.

7.5 **Recreational Member:** A Recreational Member is an individual who wishes to be an Individual Member of Snow Sports NZ, not as a Competitive Member.

7.6 **Application to be a Recreational Member:** An individual may apply to become a Recreational Member by submitting an Application and specifying their Designated Snow Sport(s). The individual may be a member of a Club or may be a member of Snow Sports NZ directly.

7.7 **Individuals under 16 years:** Any individual wishing to be an Individual Member who is under the age of 16 years as at the date of their Application must have the approval of their parent/guardian to become a Member.

7.8 **Right and obligations of Individual Members:** In addition to the rights and obligations as a Member under clause 11:

(a) A Junior Competitive Member (under 16 years of age at 31 December in the membership year) is entitled to:

- (i) if eligible and selected, compete in Snow Sports NZ Competitive Events and/or FIS events, and represent New Zealand, in their Designated Snow Sport(s);
- (ii) nominate a parent or guardian entitled to vote on their behalf on members of the Sport Committee of their Designated Snow Sport(s). The voting parent or guardian must be identified in the Snow Sports NZ Members database at the time of the election and must specify which Member they are casting a vote for. In the case of siblings who are each Junior Competitive Members, a parent or guardian of the siblings may cast one vote for each sibling who is a Junior Competitive Member.

(b) A Masters Competitive Member and a Senior Competitive Member (in each case, 16 years of age and over at 31 December in the membership year) are entitled to:

- (i) if eligible and selected, compete in Snow Sports NZ Competitive Events and/or FIS events, and represent New Zealand, in their Designated Snow Sport(s);
- (ii) vote on members of the Sport Committee of their Designated Snow Sport(s); and
- (iii) vote at General Meetings of Snow Sports NZ under clause 23.1.

(c) A Recreational Member is entitled, if eligible, to:

- (i) participate or compete in any Snow Sport event or activity in their Designated Snow Sport(s), or any competition held by or under the auspices of Snow Sports NZ that is not a Snow Sport Competitive Event;
- (ii) (if 16 years of age and over at 31 December in the membership year) vote on members of the Sport Committee of their Designated Snow Sport(s); and
- (iii) (if 16 years of age and over at 31 December in the membership year) vote at General Meetings of Snow Sports NZ under clause 22.1.

7.9 **FIS or IPC licence:** A person who is not a Competitive Member in their Designated Snow Sport(s) is not entitled to, and is not permitted by any Member to, compete or participate in a Snow Sports NZ Competitive Event in that Designated Snow Sport(s) unless they hold a valid FIS or IPC licence.

8. Clubs

- 8.1 **Clubs:** Any incorporated society with an interest in any Snow Sport may submit an Application to become a Club.
- 8.2 **Club Obligations:** In addition to the obligations as a Member under clause 11, each Club will:
- (a) administer, promote and develop one or more Snow Sports in the Club in accordance with the Purposes, this Constitution and the Policies;
 - (b) be named as approved by the Board after consultation with the Club;
 - (c) maintain their registration as an incorporated society;
 - (d) have as its members Individual Members and any other members it considers appropriate;
 - (e) ensure its constitution is not inconsistent with this Constitution;
 - (f) act in good faith and with loyalty to Snow Sports NZ to ensure the maintenance and enhancement of Snow Sports NZ and Snow Sports and its reputation for the collective and mutual benefit of the Members and Snow Sports;
 - (g) operate with, and promote, mutual trust and confidence between Snow Sports NZ and the Members; and
 - (h) at all times act in the interests of the Members and Snow Sports.
- 8.3 **Merger:** Any Club that wishes to merge or otherwise amalgamate with another Club must notify and consult with the Board prior to such merger or amalgamation.
- 8.4 **Club Constitution:** Each Club must, on request, provide to Snow Sports NZ a copy of its constitution and all proposed amendments to its constitution. After consultation with a Club, the Board may require such a Club to amend its constitution if it, or any proposed amendment, is inconsistent or in conflict with this Constitution or the Policies.

- 8.5 **Register of Club Members:** Each Club must maintain a register of its members in the format determined by the Board and, on request, provide its register of members to Snow Sports NZ, in compliance with privacy law.
- 8.6 **Good Standing:** A Club must comply with all of its obligations as a Club and as a Member as set out in this Constitution in order to be of Good Standing. A Club that is not of Good Standing is not entitled to any of its rights, entitlements or privileges as a Member. The Board may decide if a Club is not of Good Standing and notify the Club in writing of such decision. Before any decision under this clause is made, the Club concerned will:
- (a) be given 14 days written notice by the Board of the alleged default(s) and the Board's proposed resolution that it is not of Good Standing; and
 - (b) have the right to be present, make submissions and be heard at the Board meeting in which the proposed resolution is to be considered.

9. Life Members

- 9.1 **Process for Life Membership:** Life Membership may be granted in recognition and appreciation of outstanding service by an individual to Snow Sports NZ. Any Member may nominate an individual to become a Life Member by giving notice to the Board setting out the grounds for the nomination. The Board may accept or reject the nomination. A person consents to becoming a Life Member on acceptance of their life membership.
- 9.2 **Rights & Obligations:** A Life Member has the same rights and obligations of Individual Members.

10. Associate Members

- 10.1 **Criteria:** Any society, trust or company which is incorporated, which is not a Club and which supports or promotes one or more Snow Sports, may apply to the Board to become an Associate Member.
- 10.2 **Obligations:** In addition to the rights and obligations of Members under clause 11, each Associate Member will:
- (a) support and promote the Purposes;
 - (b) maintain their incorporated status;
 - (c) enter into, and comply with, a written agreement with Snow Sports NZ (including any fees payable) that sets out the rights and obligations of the Associate Member, which agreement must not derogate from the rights and obligations of the Clubs and Individual Members as set out in this Constitution;
 - (d) act in good faith and with loyalty to Snow Sports NZ, the Clubs, the Members and participants to ensure the maintenance and enhancement of Snow Sports

for the collective and mutual benefit of the Associate Member, Snow Sports NZ, the Clubs, and the Members; and

- (e) operate with, and promote, mutual trust and confidence among Snow Sports NZ, the Clubs, the other Associate Members and their respective members, shareholders or beneficiaries.

10.3 **Entitlements:** Associate Members are entitled to:

- (a) receive notices and papers and, through their Delegate, be able to attend and speak, but not vote, at General Meetings (at their cost);
- (b) receive all general communications sent to Clubs and other Members; and
- (c) any other rights and entitlements agreed by the Board.

11. Member Rights & Obligations

11.1 **Rights & obligations:** Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and Snow Sports NZ and they are bound by, and will comply with, this Constitution and the Policies and to the extent they apply, the rules, procedures or policies of FIS and IPC;
- (b) they will comply with any reasonable determination, resolution or policy, which may be made or passed by the Board;
- (c) they are subject to the jurisdiction of Snow Sports NZ;
- (d) they are entitled to all rights, entitlements, and privileges of membership conferred by this Constitution or as determined by the Board;
- (e) to receive, or continue to receive or exercise member rights, they must meet all the member requirements set out in this Constitution and the Policies or as otherwise set by the Board, including payment of any membership or other fees within the required time period;
- (f) if they fail to comply with clause 11.1(e) the Board may terminate their membership;
- (g) subject to this Constitution, they do not have any rights of ownership of, or the automatic right to use, the property of Snow Sports NZ; and
- (h) they will promote the interests and Purposes of Snow Sports NZ and must not do anything to bring Snow Sports NZ into disrepute.

11.2 **Duration of Membership:** Membership of Snow Sports NZ is annual and expires on 30 June in each year. The membership requirements set out in this, must be completed by each Member each year to have their membership of Snow Sports NZ renewed.

12. Membership & Other Fees

- 12.1 **Membership Fees:** The Board may annually determine Membership Fees. The income received by Snow Sports NZ from Membership Fees in respect of each Snow Sport will be applied in accordance with clause 25.2(c).
- 12.2 **Other Fees:** The Board may determine any other fees, levies or payments in addition to those specified in clause 12.1 that are payable by Members and other participants whether for competitions, events, and activities held by or under the auspices of Snow Sports NZ including Snow Sport Competitive Events or otherwise.

13. Register of Members

- 13.1 **Register of Members:** Snow Sports NZ must keep and maintain a Register of Members containing:
- (a) the name and Contact Details of each Member;
 - (b) the date each person became a Member; and
 - (c) the name of each person who has ceased to be a member of Snow Sports NZ within the previous seven years; and
 - (d) the date on which each person ceased to be a Member.
- 13.2 **Changes:** All Clubs must provide written notice of any changes to the details of its Individual Members to Snow Sports NZ within 30 days of being notified of such change in the case of an Individual Member. All other Members will provide written notice directly to Snow Sports NZ of any change to the details in clause 13.1.

14. Suspension, Resignation & Termination of Membership

- 14.1 **Suspension of a Member:**
- (a) If a Member is, or may be, in breach under clause 11.1, and the Board believes it is in the best interests of Snow Sports NZ to do so, the Board may suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before imposing any such suspension, the Member must be given notice of the suspension.
 - (b) Unless otherwise determined by the Board, while a Member is suspended the Member is:
 - (i) not entitled to attend, speak or vote at a General Meeting;
 - (ii) not entitled to any other rights or entitlements as a Member;
 - (iii) in the case of an Individual Member, not entitled to continue to hold office in any position within Snow Sports NZ;

- (iv) in the case of an Individual Member, not entitled to any rights or entitlements to which the Member would otherwise be entitled from the Member's Club,

until such time as the alleged breach is resolved or determined.

- 14.2 **Resignation of Membership:** A Member may resign its membership by giving not less than 30 days written notice to Snow Sports NZ.
- 14.3 **Default in Payments:** Without being released from the obligation to pay, a Member who does not pay any amount, including but not limited to Membership Fees, owing to Snow Sports NZ by their due date has no membership rights, but is still bound by this Constitution. If payment is not made within seven days from the due date, the Board may terminate the Member's membership by giving written notice to the Member.
- 14.4 **Other Grounds:** In addition to clauses 14.2 and 14.3, a Member ceases to be a Member if:
- (a) an individual on death or if a body corporate on liquidation;
 - (b) their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution; or
 - (c) in the case of a Club, the Board considers that it is not of Good Standing under clause 8.6.
- 14.5 **Appeal to SGM:** Any Member whose membership is terminated under clause 14.4(b) or 14.4(c) may appeal the decision to a SGM called for that purpose. The appeal will be allowed if there is a Special Resolution by the Members in favour of such appeal. Where a Member appeals a decision of the Board under this clause, the decision of the SGM will be final and there is no further appeal right.
- 14.6 **Consequences of Termination of Membership:**
- (a) A Member who ceases to be a Member of Snow Sports NZ:
 - (i) remains responsible to pay all their outstanding payments, including any Membership Fees, to Snow Sports NZ;
 - (ii) must return all property of Snow Sports NZ if required;
 - (iii) ceases to be entitled to any rights, entitlements, or privileges of a Member, including representation and/or participation in any competition, activity, event, function or meeting of Snow Sports NZ (including a committee of Snow Sports NZ), and the right to use any Intellectual Property, but continues to be bound by the obligations of a Member under this Constitution if required by the Board;
 - (iv) if an Individual Member, is not entitled to continue to hold office in any position within Snow Sports NZ (including as an officer or Board Member).

- (b) If a Club ceases to be a Member then any members of that Club that are Individual Members continue to be Members of Snow Sports NZ, subject to this Constitution.

15. Board Composition & Membership

- 15.1 **Role and Powers of the Board:** The Board is responsible for governing Snow Sports NZ and, subject to the Act and this Constitution, the Board has all the powers necessary for governing, managing, and for directing and supervising the management of, the operation and affairs of Snow Sports NZ.
- 15.2 **Membership of the Board:** The Board comprises of:
 - (a) up to three members (each an “**Appointed Board Member**”) appointed by the Board Appointments Panel under clause 19; and
 - (b) up to four members (each an “**Elected Board Member**”) elected by Members by Ordinary Resolution under clause 19.
- 15.3 **Chairperson:** At its first meeting following each AGM, the Board will appoint a Chairperson from amongst the Board Members by agreement, and failing agreement, by lot. The role of the Chairperson is to chair meetings of the Board and to represent the Board. The Chairperson, or their nominee, has the right to attend any meeting of any Board subcommittee and any Sport Committee. If the Chairperson is unavailable for any reason another Board Member appointed by the Board will undertake the Chairperson’s role during the period of unavailability.
- 15.4 **Qualification:** Every individual who is seeking appointment or election as a Board Member must, in writing:
 - (a) consent to be a Board Member; and
 - (b) certify that they are not disqualified from being elected, appointed, or holding office as a Board Member by this Constitution or under section 47(3) of Act. A person is disqualified from holding the position of Board Member if any of the circumstances in section 47(3) apply.
- 15.5 **Disqualification:** The following persons are disqualified from being elected, appointed or holding office as a Board Member:
 - (a) A person who is an employee of, or contractor to Snow Sports NZ.
 - (b) A person who holds office with a Member, where that Member is a Club, unless as a condition of becoming a Board Member they resign from office with the Member.
 - (c) A person who is disqualified from being elected, appointed or holding office as a Board Member under section 47 of Act.
 - (d) A person who has been removed as a Board Member following a process under this Constitution or any Bylaw.

If an existing Board Member becomes or holds any position in clauses 15.5(a) or (b) then upon appointment to such a position, that Board Member is deemed to have vacated their office as a Board Member.

If any of the circumstances listed in clause 15.5(c) occur to an existing Board Member, that Board Member is deemed to have vacated their office upon the relevant authority making an order or finding against the Board Member of any of those circumstances.

For avoidance of doubt, a person may be a Board Member and a member of a Sport Committee at the same time.

- 15.6 **Term of Office:** Subject to this clause 15, the term of office for all Board Members appointed or elected at an AGM is three years, commencing at the conclusion of the AGM at which their appointment or election is made or effective, and expiring at the conclusion of the third AGM after their appointment or election. Where a Board Member is appointed under clause 15.9(b), that Board Member's term is deemed to commence on the date of the first AGM that follows their appointment or election under clause 15.9(b).
- 15.7 **Maximum Term of Office:** No Board Member may hold office for more than three consecutive terms of office (being a total of nine years) unless there are exceptional circumstances which warrant that Board Member's re-appointment or ability to stand for re-election for a further term of one year if all Board Members (but not including the Board Member being considered) unanimously agree
- 15.8 **Notice of Vacancies** Prior to each AGM, the Board will advise the Chief Executive (who will in turn advise the Members) of the vacancies arising in Board Member positions at the AGM in accordance with clause 22.4.
- 15.9 **Vacancies:** If a Casual Vacancy arises on the Board and:
- (a) If the AGM for the year in which the vacancy arises is scheduled for a date less than six months from the date the vacancy arose, the remaining Board Members may either appoint a person of their choice to fill the vacancy until the AGM for that year or leave the vacancy unfilled until the AGM for that year.
 - (b) If the AGM for the year in which the vacancy arises is scheduled for a date six months or longer from the date the vacancy arose:
 - (i) for an Appointed Board Member's position, it will be filled by the Board Appointments Panel in accordance with the procedure in clause 19 with such modifications as to timing and process as it considers appropriate to fill the Casual Vacancy as soon as reasonably practicable and the appointment takes effect immediately upon notification by the Board Appointments Panel to the Board Member concerned; or
 - (ii) for an Elected Board Member's position, it will be filled in accordance with the procedure in clause 19, except that the Board is not required to call a General Meeting and the vote may be conducted by electronic means and with any modifications necessary as to timing as the Board considers

appropriate, provided that the Board will notify the Members of any such modification(s).

15.10 **Suspension of Board Member:** If a Board Member is or may be the subject of an allegation or notice relating to a matter described under clause 15.5 or any other circumstances arise in relation to a Board Member which are or may be of concern to the Board, the remaining Board Members may, by Special Resolution, suspend the Board Member from the Board and set conditions it requires pending the final determination of the allegation, notice or circumstances. Before imposing any suspension, the Board Member must be given notice of the suspension.

15.11 **Removal of Board Member or Board by Members:** The Members may call for a SGM and vote by Special Resolution to remove any Board Member or the Board as a whole before the expiration of their term of office. A Board Member may only be removed by Members before the expiration of their term of office where the Board Member has seriously breached their duties under this Constitution or the Act. Before voting to remove a Board Member or the Board as a whole the following procedure must be followed:

- (a) upon the Chief Executive receiving a request for a SGM to remove a Board Member or the Board as a whole, the Board Member(s) being considered for removal must be notified of the SGM;
- (b) the notice of the SGM will include the details of the grounds for removing the Board Member(s) from office; and
- (c) the Board Member(s) being considered for removal will be given an opportunity to make submissions to the persons entitled to be present at the General Meeting in writing prior to the SGM and/or (at the Board Member(s)'s election) by submissions in person at the SGM about the proposed resolution to remove them from office.

15.12 **Removal of Board Member by Board:** The Board may unanimously agree to remove a Board Member before the expiration of their term of office if the Board Member concerned has seriously breached duties under this Constitution or the Act or is no longer a suitable person to be a Board Member. The Board Member who is the subject of the motion is counted for the purpose of reaching a quorum but will not participate in the vote on the motion.

Before voting to remove a Board Member the following procedure must be followed:

- (a) the Board Member being considered for removal must be notified that a meeting of the Board is to be held to discuss the proposed resolution to remove them from office;
- (b) the notice will include the details of the grounds for removing that Board Member from office; and
- (c) the Board Member being considered for removal will be given an opportunity to make submissions to the Board in writing prior to the meeting and/or (at the

Board Member's election) by submissions in person at the meeting about the proposed resolution to remove them from office.

16. Officers' Duties & Interests

16.1 Officers' duties: An Officer:

- (a) when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of Snow Sports NZ;
- (b) must exercise a power as an Officer for a proper purpose;
- (c) must not act, or agree to Snow Sports NZ acting, in a manner that contravenes the Act or this Constitution;
- (d) when exercising powers or performing duties as an Officer, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances, taking into account, but without limitation the nature of Snow Sports NZ, the nature of the decision and the position of the Officer and the nature of the responsibilities undertaken by them;
- (e) must not agree to the activities of Snow Sports NZ being carried on in a manner likely to create a substantial risk of serious loss to Snow Sports NZ's creditors or cause or allow the activities of Snow Sports NZ to be carried on in a manner likely to create a substantial risk of serious loss to Snow Sports NZ's creditors;
- (f) must not agree to Snow Sports NZ incurring an obligation unless the Officer believes at that time on reasonable grounds that Snow Sports NZ will be able to perform the obligation when it is required to do so; and
- (g) when exercising powers or performing duties as an Officer, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:
 - (i) an employee whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
 - (ii) a professional adviser or expert in relation to matters that the officer believes on reasonable grounds to be within the person's professional or expert competence; or
 - (iii) any other Officer or subcommittee of Officers on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority,

if the Officer, acts in good faith, makes proper inquiry where the need for inquiry is indicated by the circumstances, and has no knowledge that the reliance is unwarranted.

16.2 Interests: An Officer is "Interested" in a Matter if the Officer:

- (a) may obtain a financial benefit from the Matter; or
- (b) is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, sibling, nephew, niece, uncle, aunt, or first cousin of a person who may obtain a financial benefit from the Matter; or
- (c) may have a financial interest in a person to whom the Matter relates; or
- (d) is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the Matter relates,

but an Officer is not interested in a Matter:

- (e) merely because the Officer receives an indemnity, insurance cover, remuneration, or other benefits authorised under the Act; or
- (f) if the Officer's interest is the same or substantially the same as the benefit or interest of all or most other Members of Snow Sports NZ due to the membership of those members; or
- (g) if the Officer's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the Officer in carrying out their responsibilities under the Act or this Constitution.

16.3 **Interests Register:** The Board must keep an Interests Register.

16.4 **Disclosure:** An Officer who is Interested in a Matter relating to Snow Sports NZ must disclose details of the nature and extent of the interest, including any monetary value of the interest if it can be quantified to the Board as soon as practicable after the Officer becomes aware that they are Interested in the Matter and include it in the Interests Register.

16.5 **Consequences of being interested:** A Board Member who is Interested in a Matter:

- (a) must not vote or take part in a decision of the Board relating to that Matter, unless all non-interested Board Members consent;
- (b) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Board Members consent;
- (c) must not take part in any Board discussion relating to the Matter or be present at the time of the Board decision, unless all non-interested Board Members consent;
- (d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.

16.6 **Requirement to call SGM:** Despite clause 16.5, if 50% or more of the Board Members are Interested in a Matter, a Special General Meeting must be called to consider and determine the Matter.

16.7 **Notice of failure to comply:** The Board must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after

becoming aware of the failure in the manner set out in the Incorporated Societies Regulations 2023.

17. Board Meetings & Procedures

- 17.1 **Board Meetings:** Board meetings may be called at any time by the Chairperson or by two Board Members but generally the Board will meet at regular intervals as agreed by the Board. Except to the extent specified in the Act or this Constitution, the Board may regulate its own procedure.
- 17.2 **Quorum:** The quorum for a Board meeting is four Board Members, of which at least one must be an Elected Board Member. Any Board Member may be counted for the purposes of a quorum, participate in any Board Meeting and vote on any proposed resolution at a meeting without being physically present. This may only occur at Board meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the Board meeting can hear each other effectively and simultaneously.
- 17.3 **Voting:** Each Board Member has one vote at Board meetings. Voting at Board meetings is by voice, or on request of any Board Member, by a show of hands or by a ballot. Proxy and postal voting is not allowed at Board meetings. Voting by electronic means is permitted.
- 17.4 **Resolution in writing:** A resolution in writing signed or consented to by email or other electronic means by five or more Board Members is valid as if it had been passed at a Board meeting. Any resolution may consist of several documents in the same form each signed by one or more Board Members.

18. Board Appointments Panel

- 18.1 **Composition:** Subject to clause 18.3, the Board Appointments Panel will comprise the following three people:
- (a) one person being the Chairperson of the Board (or their nominee), or if they are seeking reappointment or re-election to the Board, then another Board Member not seeking re-appointment or re-election to the Board, as determined by the Board;
 - (b) one nominee who is an independent professional who is experienced in governance and the functions and appointment processes of directors and/or trustees in New Zealand, as determined by Sport NZ; and
 - (c) one nominee who is independent of the Board and who has an interest and understanding of Snow Sport(s) in New Zealand, as determined by the Board.
- 18.2 **Ineligibility:** No person is eligible to be a member of the Board Appointments Panel, or to remain on the Board Appointments Panel, if any of the circumstances listed in clauses 15.5(c) and (d) have occurred, or occur to that person, as if every reference to a

Board Member in that clause is to an appointee to, or a member of, the Board Appointments Panel.

- 18.3 **Board Unable to Appoint:** If the Board as a whole has been removed, resigns en masse or does not have a quorum and is therefore unable to appoint the persons described in clause 18.1, they will be appointed by Sport NZ.
- 18.4 **Convenor:** The convenor of the Appointment Panel is the person referred to in clause 18.1(a).
- 18.5 **Term:** The members of the Board Appointments Panel will remain in office for the period necessary to fulfil their responsibilities in relation to each vacancy of a Board Member for which the Board Appointments Panel was established. There is no limit to the number of occasions a person can be appointed to the Board Appointments Panel.
- 18.6 **Responsibilities:** The Board Appointments Panel is independent of the Board and is, subject to clause 19, responsible for:
- (a) identifying and inviting suitable candidates to apply for appointment as an Appointed Board Member;
 - (b) advertising and inviting members of the public to apply for appointment as an Appointed Board Member;
 - (c) receiving and assessing applications from candidates for appointment as Appointed Board Members, including undertaking such enquiries and holding interviews and meetings as it sees fit;
 - (d) deciding the candidates to be appointed as Appointed Board Members;
 - (e) receiving and assessing applications from candidates for election as Elected Board Members at a General Meeting, including undertaking such enquiries and holding interviews and meetings as it sees fit;
 - (f) recommending at, or prior to, to the General Meeting at which any vacancy in the position(s) of Elected Board Member arises, the applicants(s) whom the Board Appointments Panel considers would best suit the position(s).
- 18.7 **Relevant Factors:** In determining the Appointed Board Members, and recommending persons to be Elected Board Members, the Board Appointments Panel will do so based on merit and take into account the following factors about the candidate and the Board as a whole:
- (a) their prior experience as a director, trustee, or experience in any other governance role;
 - (b) their knowledge of, and experience in, a Snow Sport, or Snow Sports generally, at international, national, and/or local level;
 - (c) their occupational skills, abilities, and experience;
 - (d) their knowledge of, and experience in, community, sports and/or not for profit organisations generally;

- (e) the need for conflicts of interest on the Board to be minimised;
 - (f) the need for a wide range of skills and experience on the Board including skills in commerce, finance, marketing, law or business generally;
 - (g) the desire for diversity and inclusion on the Board; and
 - (h) the need for the Board as a whole to have sufficient knowledge of or experience in Snow Sports.
- 18.8 **Restriction:** No member of the Board Appointments Panel may seek appointment as a Board Member whilst a member of the Board Appointments Panel.
- 18.9 **Process:** Unless otherwise set out in this Constitution, the Board Appointments Panel may decide its own process.
- 18.10 **Quorum:** The quorum for a meeting of the Board Appointments Panel is three members.
- 18.11 **Decisions:** Any decision of the Board Appointments Panel regarding the appointment of Appointed Board Members and the persons to be recommended as Elected Board Members must be unanimous.
- 18.12 **Conflicts and Confidentiality:** All information received by the Board Appointments Panel, and its deliberations, must be kept confidential except to the extent required by law. Members of the Board Appointments Panel must notify the convenor of any potential conflict of interest in considering any candidate and if the convenor considers it appropriate to do so, they may require that member to vacate their position on the Board Appointments Panel. If the convenor considers they may have a potential conflict of interest, they must notify the Board and if the Board considers it appropriate to do so, it may require that convenor to vacate their position on the Board Appointments Panel.
- 18.13 **Vacancies:** Any vacancy that in the Board Appointments Panel will be replaced by the person or organisation that appointed the Board Appointments Panel member for which the vacancy arises.
- 18.14 **Removal:** The Board may remove any member of the Board Appointments Panel if the Board considers, in its sole discretion, that:
- (a) the member has a conflict of interest which has not been satisfactorily resolved to the Board's satisfaction;
 - (b) there are circumstances which may give rise to a question of actual or apparent bias in the Board Appointment Panel's composition and/or process;
 - (c) the member has been found by a process under this Constitution or any Bylaw to have brought Snow Sports or Snow Sports NZ (including any Officer, employee, official or Member) into disrepute; or
 - (d) any of the circumstances listed in clause 15.5 have occurred to the member.

- 18.15 **Procedure:** Before removing any member from the Board Appointments Panel, the Board must notify the member of its proposal to remove them and give the member and the other members of the Board Appointments Panel the opportunity to make submissions on the proposed removal and the opportunity to be heard.

19. Appointment & Election of Board Members

- 19.1 **Call for applications:** Subject to clause 19.2, the Board Appointments Panel will call for applications:
- (a) for all Board Member positions that are to be vacated due to the expiry of their term of office at an AGM, at least 60 days prior to the AGM;
 - (b) for the Casual Vacancy of an Elected Board Member under clause 15.9(b)(ii), at least 30 days prior to the vote to fill a Casual Vacancy of an Elected Board Member;
 - (c) for the Casual Vacancy of an Appointed Board Member under clause 15.9(b)(i), at least 30 days prior to the date on which the Board Appointments Panel makes its appointment.
- 19.2 **Continuing Board Member:** If all Board Members agree (excluding the Board Member whose term is expiring), where a Board Member whose term is expiring and who was previously either appointed by the Board Appointments Panel as an Appointed Board Member or Elected by the Members as an Elected Board Member (“**Continuing Board Member**”) and has not, or will not, on reappointment exceed the maximum term of office requirements under clause 15.6, the Board may request and the Board Appointments Panel may agree to appoint that Continuing Member as an Appointed Board Member for the next term of office with no requirement to call for applications for that Appointed Board Member’s position. For the avoidance of doubt, this clause 19.2 does not apply to Board Members appointed by the Board to fill a Casual Vacancy under clause 15.9(a).
- 19.3 **Receipt of applications:** Applications for Board Member positions must be received by Snow Sports NZ at least 30 days before the AGM or at least 21 days before the date set for the vote to fill a Casual Vacancy of an Elected Board Member. Applicants must indicate whether they seek to be an Appointed Board Member, an Elected Board Member or either. Upon receipt of any applications for vacancies for Board Member(s) positions, the Chief Executive will refer all the applications to the Board Appointments Panel.
- 19.4 **Appointments and recommendations for election:** The Board Appointments Panel will undertake its responsibilities in clause 18.6 and notify the Chief Executive of:
- (a) the Appointed Board Members who are to assume office; and
 - (b) any recommended applicant or applicants whom it considers would best suit the vacant positions of Elected Board Members:

- (i) for consideration at the General Meeting by no later than 21 days prior to an AGM in the case of a vacancy arising due to the expiry of term of office at the AGM; or
- (ii) for consideration prior to the vote to fill a Casual Vacancy arising under clause 15.9(b)(ii), as soon as practicable.

The Chief Executive will in turn notify the Members of the decision of the Board Appointments Panel above as part of the AGM agenda, or in the case of a vote to fill the Casual Vacancy of an Elected Board Member as part of the voting papers that are sent out electronically.

- 19.5 **Board Member elections:** Having considered the Board Appointments Panel's recommendations, if any, the Elected Board Members will be determined by Ordinary Resolution at the General Meeting at which the vacant position(s) are to be filled, or by Ordinary Resolution by Electronic Vote in the case of a Casual Vacancy arising under clause 15.9(b)(ii).

20. Chief Executive

- 20.1 **Role:** The Board may engage a Chief Executive of Snow Sports NZ employed for such term and on such conditions as the Board may determine. The Chief Executive is under the direction of the Board and is responsible for the day-to-day management of Snow Sports NZ under this Constitution, the Policies and within any delegated authority from the Board.
- 20.2 **Attendance at Board Meetings:** The Chief Executive will attend all Board meetings unless otherwise required by the Board but has no voting rights.

21. Sport Committees

- 21.1 **Establishment and purpose:** The Board may establish committees in respect of a Designated Snow Sport (each a "**Sport Committee**") to assist Snow Sports NZ in the implementation of the strategy for the Designated Snow Sport and lead technical matters relating to the delivery of the Designated Snow Sport in New Zealand.
- 21.2 **Terms of Reference:** Each Sport Committee must operate in accordance with its terms of reference, which will be set by the Board, in consultation with Members of the Designated Snow Sport. The terms of reference will:
- (a) outline the nature of the relationship between the Sport Committee and Snow Sports NZ;
 - (b) specify the respective rights and responsibilities of the Sport Committee and Snow Sports NZ; and
 - (c) establish the operating principles and procedures of the Sport Committee.

21.3 Membership:

- (a) The composition of each Sport Committee will be set out in its terms of reference but will, at a minimum, comprise:
 - (i) an employee of Snow Sports NZ appointed by the Chief Executive;
 - (ii) up to three people with technical skills in the Designated Snow Sport appointed by the Board;
 - (iii) a minimum of one person elected by the Members of the Designated Snow Sport who are eligible to vote at a General Meeting.
- (b) No person is eligible to be a member of the Sport Committee or to remain on a Sport Committee if any of the circumstances listed in clauses 15.5(c) and (d) have occurred as if every reference to a Board Member in that clause is to an appointee to, or a member of, a Sport Committee.
- (c) The Chief Executive will be an ex-officio member of each Sport Committee and may attend any meeting of a Sport Committee.
- (d) Sport Committee members must comply with the obligations of being a Member under clause 11.1.

21.4 **Term of office:** Unless set out otherwise in the terms of reference, the term of office for all Sport Committee members is two years and each Sport Committee member may be re-elected or re-appointed for a further three terms of office.

21.5 **Suspension and removal of Sport Committee member:** The Chief Executive may suspend or remove any Sport Committee member who has failed to fulfil or comply with this Constitution, including but not limited to the obligations of being a Member under clause 11.1, the Sport Committee's terms of reference or any reasonable directives of the Chief Executive. Before doing so, the Chief Executive must provide the Sport Committee member concerned with a reasonable opportunity to make submissions to the Chief Executive and, if the Chief Executive thinks appropriate, to remedy any failings.

21.6 **Procedure:** Unless set out otherwise in this Constitution or its terms of reference, each Sport Committee may regulate its own procedures.

21.7 **Reporting:** Each Sport Committee will report to the Board and the Chief Executive on a regular basis and otherwise on request.

22. Meetings of Members

22.1 **AGM:** Snow Sports NZ must hold an AGM once every year not later than 120 days after the end of the financial year.

22.2 **SGMs:** Any other General Meetings of the Members are Special General Meetings.

22.3 **Methods of General Meetings:** A General Meeting may be held either:

- (a) by a number of Members entitled to vote who constitute a quorum as set out in clause 22.12 being present in person at the place, date and time appointed for the meeting; or
- (b) by means of audio, or audio and visual, communication by which all persons participating and constituting a quorum as set out in clause 22.12 can simultaneously hear each other throughout the meeting, as determined by the Board. Participation by a person entitled to vote at a General Meeting held in this manner constitutes the presence of that person at that meeting; or
- (c) by a combination of the methods in (a) and (b).

22.4 **Notice of AGM:** The Chief Executive must give at least 60 days written notice of an AGM to all Board Members and all Members. The notice must set out:

- (a) the date, time and venue and/or the manner in which the AGM is to be held;
- (b) the date and time by which notification of the Delegate(s), any Individual Members attending, proxy forms, Postal Votes and Electronic Votes for the AGM must be received by the Chief Executive;
- (c) the date and time by which any of the proposed motions and other items of business are to be submitted to the Chief Executive; and
- (d) the name of the Returning Officer for that meeting.

22.5 **Items of AGM Business:** At least 30 days before the date of the AGM, proposed motions (including alterations to the Constitution) and other items of business must be received in writing by the Chief Executive from the Members and/or the Board. Applications for Board Members must be received at least 30 days before the date of the AGM as specified in clause 19.3.

22.6 **Business of AGM:** The following business will be discussed at each AGM:

- (a) the audited annual financial statements for the preceding financial year;
- (b) the election of any vacancies arising in the positions of Elected Board Members;
- (c) the appointment of scrutineers for the meeting;
- (d) any motion(s) proposing to amend this Constitution;
- (e) any other items of business that have been properly submitted for consideration at the AGM;
- (f) an annual report on the operations and affairs of Snow Sports NZ during the most recently completed accounting period; and
- (g) notice of any disclosures of conflicts of interest made by Board Members, including a brief summary of the Matters, or types of Matters, to which those disclosures all relate.

22.7 **AGM Agenda:** An agenda containing the business to be discussed at an AGM together with the postal Voting and electronic voting form and proxy form will be sent by the

Chief Executive to the Board and the Members at least 21 days before the date of the AGM. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree unanimously to discuss any other items.

- 22.8 **SGM:** The Chief Executive must call a SGM upon a written request (which must state the purpose for which the SGM is requested including any proposed motion(s)) from:
- (a) the Board; or
 - (b) five percent of those Members entitled to vote.
- 22.9 **Notice of SGM:** At least 21 days written notice must be given by the Chief Executive to the Board and the Members for a SGM (except where in the view of the Chief Executive such notice period is not practicable due to the urgency or nature of the matters to be dealt with at the SGM, provided at least seven days written notice is given), which notice must only deal with the business for which the SGM is requested and must include:
- (a) the date, time and venue and/or the manner in which the meeting is to be held;
 - (b) the date and time by which notification of the Delegate(s), any Individual Members attending, proxy forms, and Postal and Electronic Voting forms for the SGM must be received by the Chief Executive;
 - (c) the proposed motion or motions that have been properly submitted for consideration;
 - (d) the name of the Returning Officer for that meeting; and
 - (e) the proposed motions to appoint scrutineers.
- 22.10 **Minutes:** Full minutes will be kept of all General Meetings and made available upon request by any Member.
- 22.11 **Errors:**
- (a) An accidental omission to give notice of a General Meeting to, or a failure to receive notice of a General Meeting by, a Member does not invalidate the proceedings at that General Meeting.
 - (b) Subject to clause 22.11(a), any irregularity, error or omission in notices, agendas and relevant papers of General Meetings or the omission to give notice within the required time frame or the omission to give notice as specified in clauses 22.4, 22.6, 22.7 and 22.9 and any other error in the organisation of the General Meeting does not invalidate the General Meeting nor prevent the General Meeting from considering the business of the meeting provided that:
 - (i) the Chairperson in their discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error or omission; and
 - (ii) a motion to proceed is put to the General Meeting and such motion is passed by a Special Resolution.

- 22.12 **Quorum:** No business may be transacted at any General Meeting unless a quorum is present at the time when the meeting is due to commence as set out in the notice of meeting. The quorum for a General Meeting is five percent of Members entitled to vote. Proxies and votes by Electronic Voting do not count towards the quorum. The quorum must be present at all times during the meeting. If a quorum is not obtained within 30 minutes of the scheduled commencement time of the AGM, then the AGM will be adjourned to a day (being not less than seven days following the adjournment), time and place as determined by the Board. If no quorum is obtained at this second AGM then the persons present at such second AGM are deemed to constitute a valid quorum. If a quorum is not reached within 30 minutes of the scheduled start time of a SGM, the SGM is cancelled.
- 22.13 **Club and Associate Member Delegates:** Each Club that is of Good Standing and each Associate Member may elect or appoint a Delegate to represent it at General Meetings at its cost. No Board Member may act as a Delegate. Delegates have the right to speak but not to vote at General Meetings. The names of the Delegates must be forwarded in writing to the Chief Executive at least 24 hours prior to the time scheduled for the commencement of the General Meeting.
- 22.14 **Individual Members:** All Individual Members are entitled to be present at General Meetings at their cost but only Individual Members 16 years of age and over at 31 December in the membership year have the right to vote at General Meetings.
- 22.15 **Chairperson & other attendees:** The Chairperson will chair all General Meetings unless they are unavailable for any reason in which case another Board Member appointed by the Board will undertake the Chairperson's role during the period of unavailability. In addition to Board Members and members of each Sport Committee, any other persons including employees, contractors and advisors to Snow Sports NZ, and a representative from any Club that is not of Good Standing may, upon invitation by the Chairperson of a General Meeting, attend and speak at the meeting with the permission of the Chairperson.
- 22.16 **Procedure:** Except as set out in this Constitution, the Board may determine the procedure for General Meetings.

23. Voting at General Meetings

- 23.1 **Eligibility to Vote:** The following persons are eligible to be present and vote at a General Meeting in accordance with this Constitution:
- (a) Individual Members 16 years of age and over at 31 December in the membership year; and
 - (b) the Chairperson, but solely for the purposes of a casting vote in accordance with clause 23.3.
- 23.2 **Voting Entitlement:** The voting entitlement for each Member eligible to vote are:

- (a) **One vote:** When voting on any matter, other than resolutions to amend this Constitution under clause 29.1 and/or to appoint a liquidator under clause 31.2, each Member eligible to vote is entitled to one vote, provided that all fees and payments due to Snow Sports NZ have been paid. The value of this vote is the same for all Members who are eligible to vote.
- (b) **Proportional vote:** When voting on resolutions to amend this Constitution under clause 29.1 and/or to appoint a liquidator under clause 31.2, each Member eligible to vote, provided all fees and payments due to Snow Sports NZ have been paid, is entitled to one vote the value of which is determined by the following calculations:

$$(A \div B) = C$$

Where:

A = 1.

B = the total number of Snow Sports.

C = the total voting entitlement of a Snow Sport.

For example: If there are five Snow Sports, each Snow Sport would be entitled to a total voting entitlement of 0.2 (i.e. $(1 \div 5) = 0.2$).

AND

$$C \times (D \div E) = F \quad D = 1.$$

E = the total number of Members of a Snow Sport who vote. F = the value of the vote of each Member who votes.

For example: If the total voting entitlement of each Snow Sport is 0.2, and the total number of Members of a Snow Sport who vote is 200, the value of the vote of those Members is 0.001 (i.e. $0.2 \times (1 \div 200) = 0.001$).

- (c) **No entitlement:** Life Members, Delegates of Clubs and Associate Members, and members of Sport Committees have no entitlement to vote at General Meetings, unless they are voting in their capacity as an Individual Member are 16 years of age and over at 31 December in the membership year.
- 23.3 **Casting Vote:** In the event of equality of votes at a General Meeting the Chairperson has a casting vote (unless the resolution directly involves the Chairperson in which case the Board will unanimously agree on a Board Member to have a casting vote).
- 23.4 **Method of Voting:** Voting at General Meetings may be conducted by voices, show of hands, ballot, or secret ballot if requested by two Members eligible to vote and present at the meeting. Each Member eligible to vote must be present at a General Meeting to vote. Members may exercise their vote, and will be regarded as being present at the meeting, in one of the following ways:
- (a) present either in person or by audio/teleconference; or
 - (b) through a Proxy provided that a Proxy is not regarded as present for the purposes of the quorum; or
 - (c) by postal Voting or electronic voting,

provided that if voting is requested to be held by secret ballot and the meeting is being held by audio, or audio and visual communication, voting will be held electronically during the meeting or within a period of time after the meeting, and in the manner specified by the Chairperson.

23.5 **Proxy Voting:** Where a Member eligible to vote chooses to exercise their vote by appointing a Proxy to attend a General Meeting, the following general principles apply:

- (a) the Proxy must be appointed by notice in writing on the prescribed proxy form signed by the Member eligible to vote;
- (b) the Proxy form must reach the Chief Executive at least one hour before the time scheduled for the commencement of the General Meeting;
- (c) any Member who is entitled to be present and vote at a General Meeting, other than the Chairperson, may hold a Proxy; and
- (d) a person may hold more than one Proxy but no person may be a Proxy for more than two percent of the Members eligible to vote.

23.6 **Postal & Electronic Voting:** A Member eligible to vote may cast a Postal Vote or Electronic Vote on all or any of the motions to be voted on at the General Meeting by returning the prescribed voting form to the Returning Officer for that meeting. The voting form must reach the Returning Officer at least 48 hours before the time scheduled to commence the General Meeting. The Postal Votes and Electronic Votes will be counted in accordance with clause 23.7 prior to or at the General Meeting.

23.7 **Returning Officer:** For each General Meeting:

- (a) The Chief Executive will appoint a Returning Officer. No Board Member or Delegate may be the Returning Officer.
- (b) The Returning Officer will undertake the following duties and may be assisted by any scrutineers appointed at the meeting:
 - (i) collect together any Postal Votes, Electronic Votes and proxy forms received by them or by Snow Sports NZ;
 - (ii) in relation to each motion to be voted on at the meeting, count the total number of Postal Votes and Electronic Votes cast (which may be done prior to or at the General Meeting);
 - (iii) in relation to each motion voted on at the meeting, count the valid votes cast; and
 - (iv) determine whether the motion is carried, lost or there is an equality of votes (in accordance with the requisite majority under this Constitution) and inform the Chairperson accordingly.

23.8 **Scrutineers:** Two scrutineers may be appointed by the Members present at each General Meeting to assist the Returning Officer to count the votes.

- 23.9 **Resolutions:** An Ordinary Resolution at a General Meeting is sufficient to pass a resolution except as specified otherwise in this Constitution.
- 23.10 **Chairperson's Declaration:** Where a vote for a motion is cast by a show of hands (whether or not additional votes are cast by other means), a declaration by the Chairperson of the meeting of the number of votes cast by show of hands is conclusive evidence of that number, unless a secret ballot is requested.
- 23.11 **Tally of Votes:** The Chairperson of the meeting may in their discretion state the number or proportion of the votes recorded in favour and against a motion.
- 23.12 **Process for Election of Board Members at AGMs:** Elections for Elected Board Members at an AGM must be undertaken by secret ballot by those Members present and entitled to vote at the General Meeting and by Postal Voting and Electronic Voting. Those applicants for the vacant Elected Board Member positions which have the highest number of votes in their favour will be declared elected. If there is an equality of votes for any position, a further ballot will be conducted between the tied applicants to determine the outcome. If there is only one applicant for any position, that person will be declared to be elected without the need for a vote. If there are insufficient nominations for positions available then the vacancy may be filled by the Board in accordance with clause 15.9(a) as if the vacancy were one arising under that clause.
- 23.13 **Contact Person:** The Board must appoint at least one, and a maximum of three, persons to be Snow Sport NZ's Contact Person, subject to those persons meeting the eligibility criteria set out in the Act. The Board must advise the Registrar of Incorporated Societies of any change in the Contact Person or that person's Contact Details.

24. Finances

- 24.1 **Financial year:** The financial year of Snow Sports NZ commences on 1 July and ends on 30 June in the next year and may be altered from time to time by the Board.
- 24.2 **Financial statements:** The Board will prepare the audited annual financial statements as required under the Act.
- 24.3 **Audit:** The annual financial statements will be audited by a qualified auditor appointed by the Board.

25. Application of Income

- 25.1 **Application of income:** The income and property of Snow Sports NZ must be applied solely towards the promotion of the Purposes.
- 25.2 **No personal benefit:** Except as provided in this Constitution:
- (a) no portion of the income or property of Snow Sports NZ may be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member or Officer;

- (b) no remuneration or other benefit in money or money's worth may be paid or given by Snow Sports NZ to any Member or Officer; and
- (c) the Membership Fee(s) paid to Snow Sports NZ by a Member must be applied solely towards purposes associated with that Member's Designated Snow Sport.

25.3 **Payments:** Nothing in clause 25.2 prevents Officers or Members:

- (a) receiving reimbursement of actual and reasonable expenses incurred, or
- (b) entering into any transactions with the organisation for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties,

provided no Officer or Member is allowed to influence any such decision made by Snow Sports NZ in respect of payments or transactions between it and them, their direct family or any associated entity.

26. **Dispute resolution**

26.1 **Definitions:** In this clause 26:

- (a) **"Dispute"** means:
 - (i) a disagreement or conflict between and among any one or more Members, any one or more Officers and Snow Sports NZ, that relates to an allegation that:
 - (1) a Member or an Officer has engaged in misconduct; or
 - (2) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or Policies or the Act; or
 - (3) Snow Sports NZ has breached, or is likely to breach, a duty under this Constitution or Policies or the Act; or
 - (4) a Member's rights or interests as a member have been damaged or Members' rights or interests generally have been damaged;
 - (5) a Member has breached, failed, refused or neglected to comply with any policy, resolution or determination of the General Meeting or the Board, or any other event, competition or activity held by or under the auspices of Snow Sports NZ, or under any rules of, or in connection with, a Snow Sport Competitive Event; or
 - (6) a Member has acted in a manner unbecoming of a Member or prejudicial to the Purposes and interests of Snow Sports NZ and/or any Snow Sport(s); or
 - (7) a Member has brought Snow Sports NZ or any Snow Sport(s) into disrepute; or

- (ii) an appeal by an Individual Member from a decision of its Club who has received a penalty or an adverse finding in disciplinary proceedings conducted by the Club, provided that the Individual Member has first exhausted all avenues of appeal available under the constitution of the Club;
 - (b) “**Disputes Procedure**” means the procedure for resolving a Dispute set out in clauses 26.6 to 26.18;
 - (c) a “**Member**” is a reference to a Member acting in their capacity as a Member;
 - (d) an “**Officer**” is a reference to an Officer acting in their capacity as an Officer.
- 26.2 **Application of other legislation to a Dispute:** The Disputes Procedure will not apply to a Dispute to the extent that other legislation requires the Dispute to be dealt with in a different way. The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, that legislation.
- 26.3 **Application of other procedures under this Constitution or in a Bylaw:** If the Dispute is dealt with by a separate procedure under this Constitution or in a Bylaw (“**Other Procedure**”), that Other Procedure applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with adjustments as determined by the Board in its discretion so that the Other Procedure is consistent with the rules of natural justice.
- 26.4 **Application of Other Procedure:** If the conduct, incident, event or issue does not meet the definition of a Dispute and is managed by any Other Procedure, that Other Procedure applies to the exclusion of the Disputes Procedure.
- 26.5 **Application of the Disputes Procedure:** If the Dispute is not required by other legislation to be dealt with in a different way and it is not dealt with by any Other Procedure, the Disputes Procedure applies to the Dispute.

Disputes Procedure

- 26.6 **Member or Officer raising a complaint:** A Member or an Officer may start the Disputes Procedure (a “**Complaint**”) by giving written notice to the Board setting out:
- (a) the allegation to which the dispute relates and who the allegation is against; and
 - (b) any other information reasonably required by Snow Sports NZ.
- 26.7 **Snow Sports NZ raising a complaint:** Snow Sports NZ may make a Complaint involving an allegation against a Member or an Officer by giving notice to the person concerned setting out the allegation to which the Dispute relates.
- 26.8 **Sufficient information:** The information given in respect of a Complaint must be enough to ensure a person against whom the Complaint is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.

26.9 **Investigating and determining Disputes:** Unless otherwise provided, Snow Sports NZ must, as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined in accordance with the Disputes Procedure. Disputes must be dealt with in a fair, efficient, and effective manner. The Board will first determine if any of the circumstances in clause 26.10 apply. If the matter involves the Board, it must firstly be referred to another decision maker as set out in clause 26.11. That decision maker may decide not to proceed with the matter if any of the circumstances in clause 26.10 apply.

26.10 **Decision to not proceed with a matter:** Despite the contents of the Disputes Procedure, Snow Sports NZ may decide not to proceed with a matter if:

- (a) the Complaint is trivial; or
- (b) the Complaint does not appear to disclose or involve any allegation of the following kind:
 - (i) any material misconduct; or
 - (ii) any material breach or likelihood of material breach of a duty under this Constitution or the Act; or
 - (iii) any material damage to a Member's rights or interests or Members' rights or interests generally; or
- (c) the Complaint appears to be without foundation or there is no apparent evidence to support it; or
- (d) the person who makes the Complaint has an insignificant interest in the matter; or
- (e) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or
- (f) there has been an undue delay in making the Complaint; or
- (g) the Complaint involves two Members who are also members of an organisation ("**Organisation X**") which is also a Member of Snow Sports NZ and the Complaint has either been dealt with by Organisation X or is required to be, pursuant to the dispute resolution procedures of Organisation X; or
- (h) the Complaint relates to an allegation brought against an Individual Member arising out of circumstances where they were representing their Club and the Complaint has not yet been referred for investigation and/or determination by that Individual Member's Club in accordance with the dispute resolution procedures of the Club.

26.11 **Complaint may be referred:** The Board may refer a Complaint to:

- (a) a subcommittee, an arbitral tribunal or a person (including the Chief Executive) to investigate and make a decision about the Complaint; or
- (b) a subcommittee or an external person to investigate and report to the Board; or
- (c) any type of consensual dispute resolution with the consent of all parties to the Complaint.

In this Disputes Procedure, the term “decision maker” refers to the person or body considering a Complaint.

- 26.12 **Bias:** A person may not act as a decision maker in relation to a Complaint if two or more Board Members consider there are reasonable grounds to believe that the person may not be:
- (a) impartial; or
 - (b) able to consider the matter without a predetermined view.
- 26.13 **Complainant’s right to be heard:** The Member or Officer has a right to be heard before the Complaint is resolved or any outcome is determined. If Snow Sports NZ makes a Complaint, Snow Sports NZ has a right to be heard before the Complaint is resolved or any outcome is determined, and a Board Member may exercise that right on behalf of Snow Sports NZ.
- 26.14 **Right to be heard given:** A Member or Officer or Snow Sports NZ must be taken to have been given the right to be heard if:
- (a) the Member or Officer or Snow Sports NZ has a reasonable opportunity to be heard in writing or at an oral hearing, if one is held; and
 - (b) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - (c) an oral hearing, if any, is held before the decision maker; and
 - (d) the Member’s or Officer’s or Snow Sports NZ’s written statement or submission, if any, are considered by the decision maker.
- 26.15 **Respondent’s right to be heard:** The Member or Officer who, or Snow Sports NZ which, is the subject of the Complaint (“**Respondent**”) has a right to be heard before the Complaint is resolved or any outcome is determined. If the Respondent is Snow Sports NZ, a Board Member may exercise the right on behalf of Snow Sports NZ. A Respondent must be taken to have been given the right if:
- (a) 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
 - (b) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is to be held; and
 - (c) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - (d) an oral hearing, if any, is held before the decision maker; and
 - (e) the Respondent’s written statement or submissions, if any, are considered by the decision maker.
- 26.16 **Appeals:** Any party to a decision made in relation to a Dispute described under clause 26.1(a)(i) may appeal (“**Appellant**”) such decision to the Sports Tribunal of New Zealand in

accordance with the rules of the Tribunal. There is no right of appeal from decisions made in relation to a Dispute described under clause 26.1(a)(ii).

26.17 **Appeal grounds:** An appeal may only be made on one or more of the following grounds:

- (a) that natural justice was denied;
- (b) that the decision maker acted outside of its powers and/or jurisdiction (i.e. acted ultra vires);
- (c) that substantially new evidence has become available after the decision, which is being appealed, was made; or
- (d) in respect of a decision relating to misconduct involving the Appellant, that the penalty was either excessive or inappropriate.

26.18 **Appeal procedure:** Appeals must be filed with the Sports Tribunal within ten days from the date the Appellant was notified of the decision and in all other respects must be in accordance with the rules of the Sports Tribunal. The decision of the Sports Tribunal will be final and there is no further right of appeal.

27. **Anti-Doping**

27.1 **Sports Anti-Doping Rules:** Snow Sports NZ adopt the Sports Anti-Doping Rules made by the Integrity Sport and Recreation Commission under the Integrity Sport and Recreation Act 2023 as its Policy on anti-doping and agrees to be bound by the Rules.

27.2 **Application of Sports Anti-Doping Rules:** All Members agree to be bound by the Sports Anti-Doping Rules through their membership of Snow Sports NZ and all Clubs and Associate Members must require in their constitutions that their members agree to the application of the Rules.

28. **Integrity**

28.1 **Integrity Code:** If Snow Sports NZ adopts an Integrity Code, the Members of Snow Sports NZ are bound by the Integrity Code.

28.2 **Application of Integrity Code:** All Clubs and Associate Members must include in their constitution that if Snow Sports NZ adopts an Integrity Code the members of the Clubs and the Associate Members agree to the application of the Integrity Code to them and agree to be bound by it.

29. **Amendments**

29.1 **Amendment:** Subject to the Act, this Constitution may only be amended or replaced by Special Resolution at a General Meeting.

- 29.2 **No personal pecuniary profits:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.

30. Policies

- 30.1 **Policies:** The Board may make and amend Policies for the conduct and control of Snow Sport NZ's activities and codes of conduct applicable to Members. The making, amendment, revocation, or replacement of a Policy is not an amendment of this Constitution. All Policies are binding on Snow Sports NZ and the Members.
- 30.2 **Notification to Members:** All Policies, and any amendments to a Policy, will be advised to all Members in writing or electronically as approved by the Board.

31. Liquidation & removal

- 31.1 **Notice of motion:** The Board must give notice to all Members at least 20 Working Days of a proposed motion:
- (a) to appoint a liquidator;
 - (b) to remove Snow Sport NZ from the Register of Incorporated Societies; or
 - (c) for the distribution of Snow Sport NZ's surplus assets.
- The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered.
- 31.2 **Appointment of liquidator:** A liquidator may be appointed to Snow Sports NZ if:
- (a) a Special Resolution of those present and entitled to vote at a General Meeting passes a resolution appointing a liquidator; and
 - (b) such resolution is confirmed by further Special Resolution in a subsequent SGM, called for that purpose and held not earlier than 30 days after the date on which the resolution was passed.
- 31.3 **Surplus assets:** Any surplus assets of Snow Sports NZ, after payment of all costs, debts, and liabilities, must be disposed of by distributing, giving or transferring them to some charitable body or bodies having purposes similar to the Purposes.
- 31.4 **Charitable bodies:** The charitable body or bodies in clause 31.3 will be determined by the Members in a General Meeting at or before the time of liquidation. If the Members are unable to decide, the body or bodies will be determined by the liquidator.

32. Indemnity & Insurance

- 32.1 **Indemnity:** Snow Sports NZ may indemnify its Officers and employees for any costs incurred by any of them in any proceeding:
- (a) that relates to the liability for any act or omission in their capacity as an Officer or employee; and
 - (b) in which judgment is given in their favour, or in which they are acquitted, or the proceeding is discontinued.
- 32.2 **Indemnity and insurance of Officers:** Snow Sports NZ is authorised to indemnify an Officer under section 96 of the Act or effect insurance for an Officer under section 97 of the Act in respect of:
- (a) liability (other than criminal liability) for a failure to comply with a duty under sections 54 to 61 of the Act or any other duty imposed on the Officer in their capacity as Officer; and
 - (b) costs incurred by that Officer in defending or settling any claim or proceeding relating to any such liability.
- 32.3 **Insurance:** Snow Sports NZ may, with the prior approval of the Board, effect insurance for its Officers and employees as permitted by section 97 of the Act in respect of:
- (a) liability not being criminal liability for any act or omission in their capacity as an Officer, or employee;
 - (b) costs incurred by that Officer or employee in defending or settling any claim or proceeding relating to any such liability;
 - (c) costs incurred by that Officer or employee in defending any criminal proceedings:
 - (i) that have been brought against the Officer or employee in relation to any alleged act or omission in their capacity as an Officer or employee; and
 - (ii) in which they are acquitted.

33. Matters not provided for

If any dispute arises out of the interpretation of this Constitution or any Policy, or any matter arises that, in the opinion of the Board, is not provided for in this Constitution or a Policy, then such dispute or matter will be referred in writing to the Board, whose decision will be final and binding.