

CONSTITUTION OF
NEW ZEALAND SCHOOL CYCLING
ASSOCIATION INCORPORATED

Revision dated 18 May 2025

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1.0 Name, Office and Mission

- 1.1** The name of the incorporated society is New Zealand School Cycling Association Incorporated (called “the **Association**”). The Association may use such trading name as is consistent with its role as a Member Organisation of Cycling New Zealand.
- 1.2** The office of the Association will be an address determined by the Executive from time to time.
- 1.3** The vision of the Association is:
to create a thriving Schools cycling community that promotes enjoyment, participation and competition.
- 1.4** At its first meeting following an AGM, the Executive must appoint or reappoint at least one, and a maximum of three, persons holding the position of contact person (“**Contact Persons**”) for the Association being the persons the Registrar of Incorporated Societies can contact when needed, subject to those persons meeting the eligibility criteria set out in the Incorporated Societies Act 2022 (the “**Act**”). The Executive must advise the Registrar of Incorporated Societies of any change in the Contact Persons or their contact details.

2.0 Purposes of the Association

The purposes of the Association are to:

- 2.1** To ignite a lifelong passion for cycling through the core values of fun, balance, innovation, inclusion, respect and collaboration.
- 2.2** To create and govern competitive cycling opportunities for School age participants.
- 2.3** To regulate cycling competition between Schools and establish fair rules of competition.
- 2.4** To ensure a consistent standard of quality and safety is achieved and to meet the requirements of the New Zealand Secondary Schools Sports Council (called “**School Sport NZ**”).
- 2.5** To hold, approve or endorse:
 - New Zealand Schools Cycling National Championships or events;
 - North and South Island Schools Cycling Championships or events.To approve or endorse regional level Schools Cycling events.
- 2.6** To be a Member Organisation of Cycling New Zealand and to comply with the rules of Cycling New Zealand as they affect the Association.
- 2.7** To maintain consistency and alignment with the aims of School Sport NZ.
- 2.8** To advocate for the rights and interests of Schools cycling at the appropriate levels.

3.0 Principles and Powers

- 3.1 The Association shall in all matters technical, disciplinary and administrative be self-governing.
- 3.2 No Members of the Association shall take any legal action against the Association.

The Association shall have full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this Constitution, the Act, any other legislation, and the general law including the power to:

- 3.3 Determine, raise and receive money from subscriptions, donations, fees, levies and entry fees or usage charges.
- 3.4 Maintain its status as a Member Organisation of Cycling New Zealand or its successor in title unless maintenance of such status is punitive or not aligned with the mission of the Association.
- 3.5 Conduct an AGM to be held on such appropriate date as determined by the Executive.
- 3.6 Support and maintain alignment with Drug Free Sport New Zealand.
- 3.7 Delegate duties, co-opt or appoint sub-committees or individuals where required.
- 3.8 Disseminate private or other information about Members with their written consent, and subject to the purpose being in accordance with the objects of the Association.
- 3.9 Withdraw, suspend or terminate a Membership following a resolution passed by a 2/3rds majority of votes at a meeting of the Executive, if that Member:
 - (a) Fails to comply with any provision of this Constitution, or
 - (b) Acts in a manner considered to be injurious or prejudicial to the character or interests of the Association.
- 3.10 Implement disciplinary rules and procedures that are consistent with the relevant cycling code's Member Organisation's rules and procedures.
- 3.11 Establish tribunals, conduct hearings and hear appeals.

4.0 Membership

- 4.1 The following classes of Membership will be available:

4.1.1 Voting Members:

- Affiliated School Members (with voting rights and Membership responsibility vested with the School Principal or his/her assigned delegate),
- Executive Members (being the persons elected pursuant to Clause 5 of this Constitution). A person consents to becoming a Member on his or her appointment to the Executive.

4.1.2 Non voting Members:

- Individual Members,
- Life Members.

4.2 Affiliated School and Individual Membership is gained by application to the Association and payment of the annual Membership fee. An Affiliated School or Individual Member consents to become a Member by submitting its application to the Association and paying its annual Membership fee.

4.3 Affiliated School Membership is open to all New Zealand domiciled Schools.

4.4 The Principal from each Affiliated School Member is the Representative of that School at all times, unless an assigned delegate is substituted.

4.5 For any Affiliated School to be eligible to participate in any of the Association endorsed events, Membership fees must be paid in full prior to the start of the relevant event.

4.6 Membership of any Affiliated School to the Association may be suspended or terminated following a resolution passed by a 2/3 majority at the AGM of the Association or any SGM of the Association called by the Executive of the Association.

4.7 Individual Membership is open to all full-time students of New Zealand domiciled Schools who are approved by their School as individual members.

4.8 Life Members shall be appointed by nomination by two Affiliated School Members and resolution passed at the AGM of the Association by a 2/3 majority. A person consents to becoming a Life Member on acceptance of his or her life membership.

4.9 Life Members may attend all of the Association events, attend (at their cost), and speak at General meetings.

4.10 A Member ceases to be a Member of the Association:

- By giving written notice to the Chairperson and/or Secretary;
- If membership is suspended or terminated under clauses 3.9 or 4.6 of this Constitution.

4.11 The Executive will ensure an up-to-date register of Members is kept and the register must include:

- Each Member's name;
- Each Member's contact details; and
- The date each person became a Member.

A Member must provide notice to the Association of any change to their contact details. The register of Members will be updated as soon as practicable after the Executive becomes aware of changes in the information recorded in the register.

5.0 Executive

5.1 Composition

The Association will have an Executive of up to 8 persons comprising a Patron and seven representatives from the following regions: (These regions consistent with those defined by School Sport NZ and as understood by Regional Sport Trusts)

- Auckland/Northland
- Waikato/Bay of Plenty
- West Coast North Island encompassing Taranaki, Wanganui, Manawatu
- East Coast North Island encompassing Gisborne, Hawkes Bay Wairarapa and Wellington
- Tasman encompassing Nelson and Marlborough
- Canterbury Central encompassing Christchurch, Kaikoura, West Coast and Aoraki
- Dunedin South encompassing Otago and Southland.

Appointment of regional representatives

- 5.2 An Affiliated School Member may nominate a person residing in its region as its regional representative on the Executive. This nomination should be in a form approved by the Association and completed and sent to the Association prior to the AGM of the Association in each year.
- 5.3 If only one nomination is received for a region, that nominee will be deemed to have been appointed to the Executive as the representative of the region. If more than one nomination is received for a region, then the Chairperson will work with the nominees and/or any existing regional structure in that region to determine the process for appointing the representative for that region to the Executive from the nominees.
- 5.4 If, after an AGM, there is a vacancy on the Executive (either because of a lack of nominations or an appointed person ceases to be a member of the Executive), the Executive may appoint a person of their choice to fill the vacancy until the end of the next AGM.

Appointment of Patron

- 5.5 Immediately after an AGM (or at any other time if a vacancy arises), the Executive may appoint a person of their choice to fill the vacancy of Patron until the end of the next AGM.

5.6 Term of office

Persons appointed or deemed to have been appointed to the Executive at or prior to an AGM are deemed to have appointed for the period from the end of that AGM through to the end of the next following AGM.

5.7 Qualification

- (a) Every member of the Executive must, in writing, consent to be a member of the Executive and certify that they are not disqualified from being elected, appointed or holding office as a member of the Executive by this Constitution or under the Act.

- (b) All nominations to the Executive shall be prepared to provide an acceptable NZ Police Vetting result as part of their nomination confirmation.

5.8 Functions and powers

Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution:

- (a) the Executive must manage, direct or supervise the operation and affairs of the Association;
- (b) the Executive has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the Association; and
- (c) the Executive may make and amend rules and bylaws for the conduct and control of the Association's activities and Schools cycling. All such rules and bylaws are binding on Members.

The Executive shall report to, and have regard to comments made by, Affiliated School Members attending the AGM of the Association.

5.9 Chairperson, Deputy Chairpersons, Secretary and Treasurer

The newly formed Executive shall elect a Chairperson and up to 2 Deputy Chairpersons, Secretary and Treasurer immediately after the AGM of the Association. The Chairperson and up to 2 Deputy Chairpersons must be regional representatives. The Executive shall have the power to co-opt on to the Executive as Secretary and Treasurer any other person/s it sees fit to fill that role/s, from time to time, and for any period. Such member/s shall not hold voting rights as member/s of the Executive but is/are included for the purposes of quorum. The Chairperson does not have a casting vote.

5.10 Co-opted members

The Executive shall have the power to co-opt on to the Executive as members any other person/s it sees fit to fill a particular role, from time to time, and for any period. Such persons shall not hold voting rights as members of the Executive but are included for the purposes of quorum.

5.11 Ceasing to be on the Executive

A person ceases to be on the Executive if:

- (a) their term expires;
- (b) the person resigns by delivering a written notice of resignation to the Executive;
- (c) the Executive pass a resolution by a 2/3rds majority of votes cast to remove the person from the Executive before the expiry of their term if the Executive considers the person concerned:
 - has seriously breached duties under this Constitution or the Act;
 - is no longer a suitable person to be on the Executive;

- is involved with, interested in, or otherwise closely connected to a person or activity which has or may bring the Association or the sport of cycling into disrepute or which may be prejudicial to the purposes or interests of the Association and/or the sport of cycling if they remain on the Executive; or

(d) the person becomes disqualified under section 47(3) of the Act.

5.12 Executive meetings

- (a) Except to the extent specified in the Act or this Constitution, the Executive may regulate its own procedure.
- (b) Executive meetings may be called at any time by the Chairperson or by 3 members of the Executive. The Executive will hold a minimum of 4 meetings each year.
- (c) The quorum for any Executive meeting shall be four.
- (d) Each person on the Executive has one vote. Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution, decisions of the Executive will be by a majority of votes cast. Voting is by voices or, on request of any person on the Executive, by a show of hands or by a ballot. Voting by electronic means is permitted.
- (e) A resolution in writing signed or consented to by email or other electronic means by the required majority of the Executive is valid as if it had been passed at a meeting of the Executive. Any resolution may consist of several documents in the same form each signed by one or more Executive members.

5.13 Prohibition on personal benefits.

No Executive member of the Association may participate in or materially influence any decision of the Association in respect of payment to or on behalf of that person or member of any income, benefit or advantage. Any such income paid, or benefit or advantage conferred, must be reasonable and relative to that which would be received in an arm's length transaction. (being the open market value) This rule and its effect must not be removed from this Constitution and must be included in any alteration, addition to or revision to this Constitution.

6.0 Sub Committees

Formal Sub Committees may be set up by the Executive as follows, each chaired by an Executive member.

- (a) Event Management - comprising up to four members who provide sport specialist expertise.
- (b) Technical Panel - comprising up to three members who provide sport specialist expertise.
- (c) Disputes Panel - comprising up to three members.

7.0 Sub Committee Responsibilities

7.1 Event Management Committee:

- In collaboration with Cycling New Zealand to prepare, distribute, receive and analyse tender documents for the running of events and make endorsement recommendations to Cycling New Zealand and the New Zealand Secondary Schools Sports Council.
- To liaise with the designated event management team of the Association's sanctioned events to ensure quality and guidance and to maintain overall governance of that event.
- To provide guidelines for safety and designated areas of responsibility.
- To liaise with Cycling New Zealand Member Organisations in the area of sport specialist advice and guidance to assist with the delivery of recreational and competitive Schools Cycling events (i.e.: MTBNZ, BMXNZ, Cycling New Zealand Road and Track)

7.2 Technical Panel:

- To make available and enforce consistent rules for all of the Association's events. To make directives and answer queries as required.

7.3 Disputes Panel:

- To provide a disputes process to the Association's event organisers to be utilised for any endorsed event. In the event that a resolution is not achieved at the event, to act as the convening body for resolving the matter. If resolution is not achieved at this level then to pass the matter onto the Sports Tribunal if it has the jurisdiction to deal with it.
- The panel has the right to provide sanctions, guided by those described in the UCI regulations.

8.0 Annual General Meeting (called "the AGM of the Association")

- 8.1 The Association must hold an AGM once each calendar year on such appropriate date as shall be determined by the Executive, but not more than 6 months after the balance date of the Association and not more than 15 months after the previous AGM.
- 8.2 Notification of the AGM of the Association may be given by posting on the Association's website and/or emailing to all Affiliated School Members and the Executive no later than 28 days before the AGM of the Association. Affiliated School Members may also be notified in the same manner of their ability to put forward nominations for their regional representative on the Executive.
- 8.3 The minimum number of people required so that an AGM of the Association can proceed to lawfully conduct business is four members of the Executive and four Principals (or their assigned delegate) of Affiliated School Members, including such Members participating in the AGM by means of audio link, audiovisual link, or other electronic communication.
- 8.4 If a quorum is not reached within 30 minutes of the scheduled start time of an AGM, the AGM is adjourned to a day, time and place determined by the Chairperson of the AGM. If no quorum is achieved at the further AGM, the Members present, in person or through audio, audio visual link or other electronic communication, 15 minutes after the scheduled start time of that further AGM are deemed to constitute a valid quorum.

8.5 The business to be discussed at the AGM will include:

- (a) confirmation of the minutes of the previous AGM;
- (b) the Executive's presentation of the annual report and the annual financial statements;
- (c) notices of any disclosures of conflicts of interest made by members of the Executive (including a brief summary of the matters, or types of matters, to which those disclosures relate);
- (d) the appointment or announcement of the appointment of the Executive;
- (e) consideration of any other items of business for the AGM that have been received in writing by the Secretary no later than 14 days before the date of the AGM.

Notice of the agenda containing the business to be discussed at the AGM may be given by posting on the Association's website and/or emailing to all Affiliated School Members and the Executive no later than 7 days before the AGM of the Association.

8.6 The Principal (or his/her assigned delegate) of an Affiliated School Member can attend and shall have one vote at the AGM of the Association. Other Affiliated School Member representatives may attend the AGM of the Association at the discretion of the Executive as visitors but will not have speaking rights unless so allowed by the Chairperson.

8.7 Members of the Executive shall each have one vote at the AGM of the Association.

8.8 All voting will be cast by either voice, show of hands, secret ballot or through an electronic presence at the AGM of the Association. The Chairperson shall have a deliberative and casting vote. Electronic votes will be allowed. A majority of votes will be sufficient to pass a resolution, except as specified in the Act or this Constitution.

8.9 Except as permitted by the Act, amendments to this Constitution shall require a 2/3 majority of those present and entitled to vote at either an AGM or SGM of the Association.

8.10 A scrutineer shall be appointed where a secret ballot is conducted at an AGM of the Association.

8.11 Setting of any membership fees shall be undertaken at an AGM of the Association.

8.12 Full minutes must be kept of all General Meetings.

9.0 Special General Meetings (called "the SGM of the Association")

- 9.1 A SGM of the Association may be convened following a resolution of the Executive or at the request of the Chairperson or any three other Executive Members.
- 9.2 The request shall state the purpose for which the SGM of the Association is called and no other business shall be considered at the meeting.
- 9.3 The procedure for a SGM of the Association shall, as far as applicable, follow that of the AGM of the Association.
- 9.4 Written notice of the SGM of the Association, including time, venue and business to be transacted, may be given by posting on the Association's website and/or emailing to all Affiliated School Members and the Executive no later than seven (7) days prior to the meeting.

10.0 Finances

- 10.1 The funds and property of the Association are:
 - (a) controlled, invested and disposed of by the Executive, subject to this Constitution; and
 - (b) devoted solely to the promotion of the purposes of the Association.
- 10.2 The Treasurer shall be responsible for presenting the annual accounts to the AGM of the Association in an acceptable form. Accounts are not required to be audited.

11 Indemnity

- 11.1 To the extent permitted by the Act, the Association shall indemnify its Executive and other officers and employees against all damages (including legal costs) for which they may become liable as a result of their acts or omissions on behalf of the Association.

12 Integrity

- 12.1 In this clause, **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.
- 12.2 If the Association adopts an Integrity Code, the Members of the Association are bound by the Integrity Code.

13 Dispute resolution

13.1 Definitions: In this clause 13:

- (a) **Decision-making Body**: means the Executive or any body or person authorised, delegated or appointed by the Executive under clause 13.11(a);
- (b) **Dispute** means a disagreement or conflict between and among any one or more Members, the Executive or any one or more of its members and the Association, that relates to an allegation that:
 - a Member, the Executive or any one or more of its members has engaged in misconduct;
 - a Member, the Executive or any one or more of its members has breached, or is likely to breach, a duty under this Constitution or the Act;
 - the Association has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - a Member's rights or interests as a Member have been damaged or Members' rights or interests generally have been damaged;
- (c) **Disputes Procedure** means the procedure for resolving a Dispute set out in this clause 13.

13.2 **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.

13.3 **Application of other procedures under this Constitution or in a rule or bylaw**: If the Dispute is dealt with by a separate procedure under this Constitution or in a rule or bylaw of the Association (**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 Executive in its discretion so that the Other Procedure is consistent with the rules of natural justice.

13.4 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.

13.5 **Raising a Complaint**: A Member or a member of the Executive may start the Disputes Procedure by giving written notice (a **Complaint**) to the Executive setting out:

- (a) the allegation to which the dispute relates and who the allegation is against; and
- (b) any other information reasonably required by the Association.

13.6 The Association may make a Complaint involving an allegation against a Member or a member of the Executive by giving notice to the person concerned setting out the allegation to which the Dispute relates.

- 13.7 The information given 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.
- 13.8 **Investigating and determining Disputes:** Unless otherwise provided, the Association must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined.
- 13.9 Disputes must be dealt with in a fair, efficient, and effective manner.
- 13.10 **Decision to not proceed with a matter:** Despite the contents of the Disputes Procedure, the Association may decide not to proceed with a matter if:
- (a) the Complaint is trivial;
 - (b) the Complaint does not appear to disclose or involve any allegation of (i) any material misconduct, (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;
 - (d) the person who makes the Complaint has an insignificant interest in the matter;
 - (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.
- 13.11 **Complaint may be referred:** The Association may refer a Complaint to:
- (a) a body or person authorised, delegated or appointed by the Executive to hear and resolve Disputes, and includes an arbitral tribunal;
 - (b) a subcommittee or an external person to investigate and report to the Executive; or
 - (c) any type of consensual dispute resolution with the consent of all parties to the Complaint.
- 13.12 **Decision-making Body:** The Executive may determine the composition, jurisdiction, functions and procedures of, and any sanctions which can be imposed by, it or any other Decision-making Body. Each Decision-making Body authorised, delegated or appointed by the Executive under clause 13.11(a) has delegated authority by the Executive to resolve, or assist to resolve, Complaints.
- 13.13 **Bias:** An individual may not be part of a Decision-making Body in relation to a Complaint if two or more members of the Decision-making Body consider there are reasonable grounds to believe that the individual may not be:
- (a) impartial; or
 - (b) able to consider the matter without a predetermined view.

13.14 **Complainant's right to be heard:** The complainant has a right to be heard before the Complaint is resolved or any outcome is determined. If the Association makes a Complaint, the Association has a right to be heard before the Complaint is resolved or any outcome is determined, and an Executive member may exercise that right on behalf of the Association. A complainant must be taken to have been given the right to be heard if:

- (a) the complainant 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-making Body considers that an oral hearing is needed to ensure an adequate hearing; and
- (c) an oral hearing, if any, is held before the Decision-making Body; and
- (d) the complainant's written statement or submission, if any, are considered by the Decision-making Body.

13.15 **Respondent's right to be heard:** The person who or entity 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 the Association, an Executive member may exercise the right on behalf of the Association. A Respondent must be taken to have been given the right to be heard 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-making Body considers that an oral hearing is needed to ensure an adequate hearing; and
- (d) an oral hearing, if any, is held before the Decision-making Body; and
- (e) the Respondent's written statement or submissions, if any, are considered by the Decision-making Body.

14 Dissolution of the Association

14.1 The Association (as an incorporated society) shall be wound-up in accordance with the Act.

14.2 On a winding up, the assets of the Association remaining after payment of all its liabilities will be disposed of to one or more not-for-profit entities whose vision and purposes are aligned with the Association in such manner as specified in the resolution passed at a SGM of the Association convened for the purpose of winding up the Association.

14.3 No individual, whether associated with the Executive or any Member may participate in any surplus arising from a winding up.