



## CONSTITUTION AND RULES OF NEW ZEALAND SNOWSPORTS INSTRUCTORS ALLIANCE

### 1. Name

The name of the Alliance is **NEW ZEALAND SNOWSPORTS INSTRUCTORS ALLIANCE INCORPORATED.**

### 2. Objects

The objects for which the Alliance is established are:

- a) To advance the sports of skiing and snowboarding in all their forms.
- b) To provide for the sure qualification of persons as snowsports instructors and to further the recognition of such persons as duly qualified snowsports instructors both nationally and internationally.
- c) To establish, promote and improve standards of snowsports instruction generally.
- d) To Promote social and professional interaction between the members that afford opportunities for the better achievements of the Alliance

### 3. Membership

These members shall be ordinary members or associate members.

- a) New ordinary members shall be eligible to apply for membership upon passing their first certification level of the NZSIA and upon payment of the annual subscription.
- b) Any qualified NZSIA member of an affiliated member country of the International Ski Instructors Association or Snowboard Instructors Association can apply to the NZSIA Course Director of the relevant division to attend appropriate NZSIA courses and upon passing shall be admitted to ordinary membership.
- c) Associate members shall be those persons, firms, or corporate bodies who are not qualified snowsports instructors but who are engaged in the promotion of snowsports in New Zealand or who have a special and active interest in the affairs of the Alliance or who may in the future wish to qualify as a snowsports instructor, or who have in the opinion of the Board a special contribution to make to the affairs of the Alliance whether by way of expertise, special experience, business connections or otherwise.

- d) In the matters requiring determination by vote only ordinary members shall be entitled to one vote per member and associate members shall not have the right to nominate or vote nor shall any such person, firm or corporate body who is an associate member will be eligible to hold any office of the Alliance.

**4. Annual Subscription**

Every ordinary and associate member on or before the 1<sup>st</sup> day of January in every calendar year or such other date as may be fixed by **the Board** from time to time shall pay an annual subscription which shall be fixed in general meeting.

**5. Levies**

Every ordinary member shall in addition to all monies payable by **them** forthwith pay the Alliance all and any sum or sums of money not exceeding in any one case the amount of his annual subscription for the then current year which shall at any time and from time to time by resolution passed by a four-fifths majority in general meeting be levied upon **them** as a member and which the Alliance shall consider necessary or expedient for the purpose of furthering the interests of the Alliance and its members.

**6. Resignation of Members**

Any member may resign **their** membership by giving to the **Administration Manager** not less than one calendar month's notice to that effect and paying his fees, subscriptions, levies and penalties theretofore due.

**7. Death of a Member**

Upon the death or the conviction of an indictable offence of a member he shall ipso facto cease to be a member but without releasing him or his representatives from any antecedent liability to the Alliance.

**8. Expulsion of Member**

**The Board** may at any time by letter invite any member within a specified time to resign for breach by **them** of these Rules or any by-laws or regulations hereunder or serious misconduct in any meeting and in default of withdrawal from the Alliance to submit the question of **their** expulsion to a **Board** meeting to be held at the earliest convenient date and at such meeting the member whose expulsion is under consideration shall be allowed to offer an explanation verbally and/or in writing and if the **Board** shall forthwith vote for **their** expulsion **they** shall forthwith without releasing **them** from any antecedent liability to the Alliance cease to be a member.

**9. Suspension of Member**

The power to expel a member shall include a power to suspend or deprive of any benefits or privileges of membership any member for so long as the **Board** shall think fit and the provisions of the next proceeding clause hereof shall mutatis mutandis apply to proceedings for any such suspension or deprivation of benefits or privileges of membership.

**10. Summoning of Meetings**

All meetings of members whether annual or otherwise shall (except as elsewhere herein specially provided) be called by not less than one month's notice via email.

#### 11. Annual General Meeting

The annual general meeting shall be held in the month of June or such other month as may be fixed by the Board from time to time in every year upon a date and at a time and place to be fixed by the Board for the following purposes:

- a) To receive from the Board a report balance sheet and statement of accounts for the preceding year.
- b) To elect the Board of Directors, see clauses 18(a)(i), (ii) and (iii) to appoint an auditor for the ensuing year if required.
- c) To decide on any resolution which may be duly submitted to the meeting

#### 12. Special General Meeting

The President or in their absence or inability any other member of the Board may at any time for the special purpose call a special general meeting and they shall do so forthwith upon the requisition in writing of any ten members stating the purposes for which the meeting is required.

#### 13. Ordinary General Meeting

An ordinary general meeting shall be held at such times and places as the President or in their absence or inability the Board shall direct for the purposes of transacting the business of the Alliance and deciding upon such resolutions as shall be duly submitted to the meeting.

#### 14. Service of Notice

Any notice required to be given to the members or any of them shall be deemed to have been duly delivered if communicated by email to their last known email address

#### 15. Procedure of Meetings

- a) At all general meetings the President and in their absence any other duly elected Chairperson shall take the chair and every ordinary member present personally shall be entitled to vote.
- b) Voting at any general meetings shall be either by ballot or show of hands as shall be decided at such meeting.
- c) Electronic Voting or postal votes provided the voting forms are completed and in the hands of the Administration Manager seven days before the commencement of the meeting, shall be allowed on the above basis. Numbers of electronic and postal votes are declared and reported by the President at the commencement of the meeting.

#### 16. Quorum

At all general meetings twenty members of the Alliance being present shall constitute a quorum as elsewhere herein specially provided.

#### 17. Alteration of Rules

- c) These Rules may be altered, added to, rescinded or otherwise amended by resolution passed by a three-fifths majority of those present at a general meeting of which fourteen days notice has been given.
- d) Every such notice shall set forth the purpose of the proposed alteration addition rescission or other amendment.
- e) Duplicate copies of every such alteration rescission or amendment shall forthwith be delivered to the Registrar in accordance with the requirements of the Act.
- d) Any changes shall not effect the non-profit aims, personal benefit or winding up clauses.

## 18 **Board of Directors**

- a) The affairs of the Alliance shall be conducted by a **Board of Directors** consisting of the following officers:
  - i) President – **three** year term. President elected at Annual General Meeting. At the end of each three-year term the President can stand for re-election.
  - ii) Vice-President – **Three** year term. Vice-President elected at Annual General Meeting. At the end of each **three**-year term the Vice-President can stand for re-election
  - iii) Ski Representative appointed by the **Ski** Divisional Committee.
  - iv) Snowboard Representative appointed by the Snowboard Divisional Committee.
  - v) Telemark Representative appointed by the Telemark Divisional Committee.
  - vi) **Adaptive Representative appointed by the Adaptive Divisional Committee**
  - vii) Ski and Snowboard School Directors' Representative appointed by the national Ski and Snowboard School Directors. **Three** year term.
  - viii) A North and South Island Representative elected at the annual general meeting - if there is no representation of either in the other positions.
  - ix) Representative of any future division if this should occur.
  - x) The Board has the power to co-opt up to two (2) other such persons to the Board of Directors. Such co-opted persons would be co-opted for a term as decided by the Board and have no voting rights.
- b) The officer shall hold office (except in the case of death, resignation, expulsion or suspension) until election or appointment of successors to office.
- c) The persons at present holding the said office shall continue (except as aforesaid) to hold the same until election or appointment of successors.

- d) Nominations for all elections for the positions on the **Board** shall be called for one calendar month prior to the AGM.

Nominations must be put forward by a current financial member in writing and in the secretary's hands one calendar month prior to the AGM.

- e) If the number of candidates nominated for any office equals the number of vacancies the Chairperson at the annual general meeting shall declare those nominated to be elected.
- f) If the number of candidates for any office is less than the number of vacancies the chairperson at the Annual General Meeting shall declare those nominated to be elected and shall have the power to approach a suitable candidate after the meeting, recommend the suitable candidate to the **Board** and upon approval appoint the suitable candidate to the vacant position on the **Board**.
- g) If the number of candidates for any office is more than the number of vacancies the voting will be taken at the annual general meeting by members present on the condition that there is a quorum. Electronic and **Postal votes will also be counted as per clause 15 (c)**
- h) A member may hold up to two offices at any one time.
- i) Members of the **Board** shall be paid up ordinary members of the Alliance, preferably actively involved in the snowsports instruction industry and **have the legal right to work in New Zealand.**

## **19 Vacancies on the Board**

The **Board** shall have power to appoint a member to fill any casual vacancy on the Committee until the next annual general meeting and any member so appointed shall retire at the next annual meeting together with the balance of the elected Committee but all or any of the retiring elected Committee shall be eligible for re-election.

## **20 Duties of the Board of Directors**

- f) It shall be the duty of the **Board** generally to conduct the affairs of the Alliance to keep minutes of its proceedings and the usual and proper books of account properly posed up and other records of the business of the Alliance to send all prescribed notices and information to the Registrar and to notify members of the intended meetings and the business to be transacted thereat and to prepare and submit to the annual general meeting a report balance-sheet and statement of accounts for the preceding year.
- g) Meetings of the **Board** may be convened by circular letter to all **Board** members and one-half of their number personally present shall form a quorum of the **Board**.
- h) The **Board** shall have full power to set up control and remove any number of sub-committees and to delegate to them or any other of them any of its own powers authorities and/or duties.
- d) The **Board** shall have the power to appoint, employ or contract paid executives to manage and administer the Alliance's affairs and Course Managers for all divisions to coordinate and direct all divisional courses.

The **Board** will provide a job description and agreement for each of these positions.

## 21. **Control and Use of Funds**

- a) All moneys received by or on behalf of the Alliance shall forthwith be paid to the credit of the Alliance in an account with a bank and all withdrawal slips or cheques drawn on or used in respect of the account shall be signed or endorsed by any one member of the **Board** or their nominee.
- b) No member of the organisation or any person associated with a member shall participate in or influence any decision made by the organisation in respect of the payment to or on behalf of that member or associated person of any income, benefit, or advantage whatsoever. Any such income paid shall be reasonable and relative to that which would be paid in an arms length transaction. Provisions in effect of this clause shall not be removed from this document, and shall be included and implied into any document replacing this document.

## 22. **Investment of Funds**

The Alliance shall in addition to the other powers vested in it have a power to borrow or raise money from time to time by the issue of debentures (perpetual or redeemable) bonds, mortgage, bills, notes, receipts or any other security founded or based on all or any of the property and/or rights of the Alliance or without any such security and upon such terms as to priority and otherwise as the Alliance shall think fit but the powers of so borrowing or raising money shall not be exercised except pursuant to a resolution of the Alliance passed by a three-fifths majority in the **Board**.

## 23. **Duties**

Subject to Rules 8 and 9 every dispute between a member or person claiming through a member and the Alliance or an officer thereof shall be decided by the **Board** and the decision so made shall be binding and conclusive on all parties without appeal and shall be removable into any court of law or restrainable by injunction and application of the enforcement thereof may be made to a court of competent jurisdiction.

## 24. **Annual Returns**

The duties of the **Administration Manager** shall include the making up and forwarding to the Registrar of annual returns of the income and expenditure funds and effects and number and particulars of members in accordance with the Act. The books of account shall be made up annually to 31<sup>st</sup> December.

## 25. **Regulations**

The Alliance may by resolution in general meeting make amend and/or rescind by-laws and regulations governing the conduct and requirement of members in meeting and in the activities of the Alliance generally and the use and control of the Alliance's property including delegation of management to sub-committee.

## 26. **Divisions**

- a) There shall be four or more separate divisions of the NZSIA whose responsibility shall be to provide for the day to day management of their division. Those divisions shall be:
- i) NZSIA Ski Division
  - ii) NZSIA Snowboard Division
  - iii) NZSIA Telemark Division
  - iv) NZSIA Adaptive Division
  - v) Or future divisions

The Divisional Committee of each of the four separate divisions of the NZSIA shall be elected by the members of that division by election at one ordinary meeting of the division to be held in each year with the division to formulate its own procedures for such elections (including postal).

Each Divisional Committee shall be made up of three or more people including the Course Manager.

The Course Manager shall report to the president. The course manager participates in Divisional Committee meetings and takes direction from the division on course content and structure.

- b) Each division shall elect its own Committee to be responsible for:
- i) Expenses of the Committee meetings.
  - ii) Appointment of its **Board** Representative. This can be any member except the Course Manager.
- c) That the NZSIA shall deal exclusively with:
- i) Licence and subscription handling.
  - ii) Inclusion in course booklet, poster, registration, forms, etc.
  - iii) Office facilities (copying, expenses, stationery, etc).
  - iv) Expenses of liaison to NZSIA Committee meetings.
  - v) Such other matters that are deemed by the **Board** to be the common interests of all divisions of the Alliance.
  - vi) Ratify course scheduling and costs for each division.

## 27. **Dissolution**

In the event of the Alliance being wound up the surplus assets after payment of the Alliance's liabilities and the expenses of the winding-up shall be passed to an Incorporated Society with similar objectives.

## 28. **Seal**

- a) The **Board** shall provide and be responsible for the custody of the common seal of the Alliance.
- b) Whenever the common seal of the Alliance is required to be affixed to any deed, document, instrument or writing the same shall be affixed pursuant only to a resolution of the **Board** in the presence of the President (and any one other member of the **Board** or their nominee), except in the case of the affixing of the seal to the passbooks of each of the members in which case no resolution shall be required.

**29. Interpretation**

- a) In these Rules unless inconsistent with the context:
  - i) “Act” means the Incorporated Societies Act 1908.
  - ii) “Alliance” means New Zealand Snowsports Instructors Alliance Incorporated registered under these Rules.
  - iii) “Meeting” means a meeting of the members of the Alliance.
- b) Any questions relating to the interpretation of these Rules or any regulation or by-laws hereunder shall be settled by the **Board** whose decision shall be final.

**30. Certification Pins**

The certification pins of all levels of certification shall remain the property of the NZSIA and its return to the NZSIA shall be mandatory upon written request from the Committee of the NZSIA.

**SIGNED BY:**

<b>Name:</b>	<b>Signature:</b>	<b>Date:</b>
1. Peter Clinton-Baker	_____	_____
2. TBC	_____	_____
3. Cilla Duff	_____	_____