



New Zealand Cowboy Challenge Association, Incorporated

CONSTITUTION

As at May 2020

1. Constitution and Name

The Constitution outlines the structure, duties and responsibilities of New Zealand Cowboy Challenge Association Incorporated. The name of the Association is the New Zealand Cowboy Challenge Association Incorporated (“the Association”).

2. Objects

The primary object for which the Association is established is to regulate, oversee and promote the sport of Cowboy Challenges in New Zealand.

2.1 More specifically, the Association's objects are to:

- 2.1.1** To encourage Cowboy Challenges as a sport, to promote good sportsmanship/fellowship amongst riders and to improve and maintain the standard of competition and horsemanship;
- 2.1.2** To provide a framework for the sport of Cowboy Challenges by adopting rules and guide lines set out in an official rule book to keep competition safe, fun and consistent for everyone;
- 2.1.3** To allocate dates for all affiliated Cowboy Challenge fixtures;
- 2.1.4** To promote unity amongst those conducting or competing in Cowboy Challenges;
- 2.1.5** To do any other thing which the members consider necessary or helpful to promote the objects of the Association.

2.2 Notwithstanding any other provision, the Association shall not expend any money:

- (a) Other than to further the objects of the Association, nor
- (b) On any purposes out of New Zealand, nor
- (c) For the sole personal or individual benefit of any Member.

3. Powers

In addition to the powers provided by the general law of New Zealand or contained in the Incorporated Societies Act 1908, the powers which the Executive Council (“the Council”) may exercise in order to carry out its objects are as follows:

3.1 Events and Activities

To facilitate the running or hosting of events, training, workshops, competitions and any other activities which promote the sport of Cowboy Challenges in New Zealand;

3.2 Affiliations

To work with and/or support any other organisations involved with this or any related sport;

3.3 Use of Funds

The Council may use its funds to pay the costs of expenses of furthering or carrying out its objects, and for that purpose may employ or contract such people as may seem expedient;

3.4 Receive Donations

To accept any property, goods, services or money donated to the Association, provided that it is not subject to any condition that is inconsistent with the achievement of the objects of the Association;

3.5 Solicit Funding and Fees

To solicit, receive, enlist and accept financial grants, fees or other support from individuals and groups, authorities and government, provided that this is not subject to any condition that is inconsistent with the achievement of objects of the Association;

3.6 Deal with Land and Property

To purchase, take on, lease or in exchange or hire or otherwise acquire any real or personal property and any rights or privileges which the Association thinks necessary or expedient in order to attain the objects of the Association and to sell, exchange, let, bail or lease, with or without option of purchase or, in any other manner, dispose of such property, rights or privileges;

3.7 Contracts

Liaise, negotiate, work with, affiliate with, enter into and be party to contracts and agreements with any party or organisation and on any terms as the Council thinks fit;

3.8 Payment of Members' Costs and Expenses

Subject to Clause 3.12 of this Constitution, to pay or reimburse from the Association's funds any costs or expenses incurred in the course of the Council Members, general Members or volunteers discharging or exercising any of their powers and duties;

3.9 Payment of Honoraria to Office-bearers

Subject to clause 3.12 of this Constitution, to decide the amount of any honorarium which may be paid to the Office bearers of the Association;

3.11 All Other Things

To do all things as the Council may consider necessary or desirable to give effect to and attain the objects of the Association.

3.12 Pecuniary Gain Prohibited

3.12.1 Notwithstanding any other provision, the Association shall not expend any money:

- (a) Other than to further purposes recognised by law, nor
- (b) For the private pecuniary profit of any Member or any associate of a Member.

3.12.2 Any transactions between the Association and any Member of the Association, or any associated persons shall be at arms' length and in accordance with prevailing commercial terms on which the Association would deal with third parties not associated with the Association, and any payments made in respect of such transactions shall be limited to:

- (a) A fair and reasonable reward for services performed,
- (b) Reimbursement of expenses properly incurred,
- (c) Usual professional, business or trade charges, and
- (d) Interest at no more than current commercial rates.

3.12.3 No Member of the Association or any Member associated with a Member shall participate in or materially influence any decision made by the Association in respect of a payment to or on behalf of a Member or associated person of any income, benefit or advantage.

4. Membership

4.1 Members

4.1.1 Any person may apply to become a member of the Association provided,

- (a) The person agrees with the objects of the Association, and
- (b) The person agrees to comply with any current membership rules and policies of the association and
- (c) The person is nominated and seconded by existing financial members.

4.1.2 All Members shall upon request be given a copy of the Association's current constitution, together with any other relevant policies, bylaws or rules, at the time they join the Association.

4.1.3 The classes of membership and the method by which Members are admitted to different classes of membership are as follows:

(a) Adult Member

An Adult Member is an individual aged 19 years or over, who has been admitted to membership under Rule 4 and who has not ceased to be a Member under any other Rule.

All financial Adult Members shall be entitled to:

- (i) attend the Annual General Meetings of the Association,
- (ii) be notified of the Annual General Meetings of the Association,
- (iii) cast one vote at the Annual General Meetings of the Association,
- (iv) propose notified motions for consideration at the Annual General Meetings of the Association,
- (v) receive a newsletter of the Association if available,
- (vi) be given copies of any amendments to the Association's constitution, bylaws, rules or policies;
- (vii) be elected or co-opted and serve on the Council of the Association, and
- (viii) have access to the minutes of meetings (other than meetings held "in Council") of the Association.

(b) Youth Member

A Youth Member is an individual aged up to 18 years (inclusive), who has been admitted to membership under Rule 4 and who or which has not ceased to be a Member under any other Rule. Youth age shall be computed as from 1st May each year and shall be maintained throughout the entire year.

All financial youth members shall be entitled to:

- (i) attend the Annual General Meetings of the Association,
- (ii) be notified of the Annual General Meetings of the Association,
- (iii) propose notified motions for consideration at Annual General Meetings of the Association,
- (iv) receive a newsletter of the Association if available,
- (v) be given copies of any amendments to the Association's constitution, bylaws, rules or policies;
- (vi) have access to the minutes of meetings (other than meetings held "in Council") of the Association.

(c) Life/Honorary Member

A Life Member is a person honoured for meritorious services to the Association after recommendation by the Council and election as a Life/Honorary Member by resolution of a majority of Members present and voting at Annual General Meeting. A Life Member shall have all the rights and privileges of an Adult Member and shall be subject to all the same duties except of paying subscriptions or fees.

4.1.4 Anyone who is a trainee judge, probationary judge or qualified judge shall be a financial member of the Association.

4.2 Membership Details

4.2.1 The Secretary shall keep a membership register of all Members recording their names, addresses, email addresses and telephone numbers and any other information which the Council consider relevant to membership.

4.2.2 All Members shall advise the Secretary of any change of contact details. The Association shall not be responsible for any lost notices if this has not been observed.

4.3 Membership Applications

4.3.1 Applicants for membership as Adult Members or Youth Members shall complete any membership application form provided by the Association and supply such information as may be required by the Council.

4.3.2 All membership applications shall be made in writing on the form provided by the Association.

4.3.3 The Council shall receive the application for membership and shall advise the applicant of its decision.

4.3.4 The applicant shall be entitled to appeal a Council decision to refuse membership. The applicant must notify the Council in writing of his or her decision to appeal and provide details of his or her objection to the decision. The Council shall reconsider the application however any decision made arising out of the appeal shall be final.

4.4 Conduct of Members

All Members shall promote the interests and the objects of the Association and shall do nothing to bring the Association into disrepute.

4.5 Cessation of Membership

4.5.1 Any Member may resign at any time by giving written notice to the Secretary. The Secretary will maintain a record of resignations.

4.5.2 Any Member who has, in the opinion of the Council:

(i) wilfully disobeyed any of the rules of the Association, or

(ii) acted in a way which is derogatory to the character or prejudicial to the interests and objects of the Association, may be suspended, expelled, or censured by a two-thirds majority of the Council present and voting at a Council Meeting of the Association. Any disciplinary action shall be taken in accordance with the disciplinary policies of the Association.

4.5.3 Any Full Member whose subscription is three (3) calendar months overdue will cease to be a Member in accordance with rule 4.6.3.

4.6 Subscriptions and Membership Fees

4.6.1 An annual subscription or membership fee may be charged for each class of membership. The amount of any subscription or membership fee shall be set by resolution of the members at the Annual General Meeting of the Association.

4.6.2 The annual subscription shall be payable from the 1st June.

4.6.3 Any Member failing to pay the annual subscription or any levy within three (3) calendar months of the date the same was set shall be considered as nonfinancial and shall (without being released from the obligation of payment) have no membership rights and shall not be entitled to participate in any Association activity until all the arrears are paid. The Member in arrears shall have his or her name removed from the membership list after written notice to that effect has been sent to his or her. He or she shall be deemed to have ceased to be a Member until all arrears are paid in full.

5. Entry by Non-Members at Cowboy Challenges

5.1 Riders who are not NZCCA members may be allowed to compete at Cowboy Challenges, provided they agree to comply with the rules and regulations of the Association as outlined in the Rule Book. Rider and horse combinations will accrue Division points but will not be eligible for Hi Points/annual awards.

6. Meetings

6.1 The Association may hold Annual General Meetings (Rule 7), Council Meetings (Rule 8), and Winding Up Meetings (Rule 16).

7. Annual General Meetings

7.1 The Annual General Meeting shall be held within 60 days of the end of the financial year at a date, time and place to be fixed by the Council.

7.2 Annual General Meetings may be attended by all Members of whatever class of membership (refer 4.1 re eligibility to vote).

7.3 At least thirty (30) days notice of Annual General Meetings shall be given to all Members. The notice will include the date, time and place of meeting. Notification will also describe in a general way all matters that will arise for consideration. Notice may be in writing, or by phone or email. The failure for any reason of any Member to receive such notice shall not invalidate the meeting or its proceedings.

7.4 Any Member wishing to give notice of any motion for consideration at the Annual General Meeting must forward written notice of the same to the Secretary no fewer than twenty-one (21) days before the date of the meeting. All motions must be seconded by another member. The Council may consider all such notices of motion and provide recommendations to Members in respect of these.

7.4.1 Motions put forward for consideration at the Annual General Meeting may not be amended at the meeting.

7.5 The business of the Annual General Meeting shall be:

- (a) To receive, and if approved, adopt the minutes of the previous AGM,
- (b) To receive, and if approved, adopt the Annual Report of the President,
- (c) To receive, and if approved, adopt a statement of the Association's Accounts to the end of the preceding year,
- (d) Election of Officers,
- (e) Election of Council,
- (f) Setting of the subscriptions for the year,
- (g) Motions of which notice has been given,
- (h) General business,
- (i) Appointment of any auditor, if required, and
- (j) Conduct of any other business which may be properly brought before the meeting with the approval of the Council.

7.6 Copies of the annual report and statement of accounts shall be available to all members prior to the Annual General Meeting.

7.7 The quorum for the Annual General Meeting would be 3 members of the Council plus 2 others.

7.8 The Annual General Meeting shall be chaired by the President. In the absence of the President the meeting will be chaired by the Vice President. If the President and Secretary (or Vice President if the President is not available) are required to travel to an AGM held outside their area, the Association is to pay for any significant travel plus accommodation cost.

7.9 Decisions will be decided by majority vote.

7.9.1 Each Member, eligible to vote, is entitled to cast one vote on each motion and, if required, each nomination for Executive Council.

7.9.2 The President will have both a deliberative and a casting vote if the vote is tied.

7.9.3 Voting at the Annual General Meeting on nominations and rule changes shall be by a method that ensures all members, eligible to vote, have an opportunity to vote regardless of geographic location. This shall not include proxy voting.

8. The Executive Council

8.1 Executive Council

8.1.1 The Executive Council will include the following office holders:

- (i) President
- (ii) Vice President
- (iii) Secretary
- (iv) Treasurer
- (v) Public Relations Officer

8.1.2 The positions of any two of the officer holders may be combined.

- 8.1.3 There will be four General Council members on the Executive Council.
- 8.1.4 The Executive Council should include two members from the South Island and two members from the North Island.
- 8.1.5 The Council shall have the power to co-opt additional members to serve on the Council for any special purpose or purposes. The Council shall have the power to fill any vacancies that arise on the Council or among its named officers until the next Annual General Meeting.
- 8.2** The terms of all Council members shall be two years.
- 8.3** The Annual General Meeting shall elect the Executive Council.
- 8.4** Nominations for Council are to be provided by way of written nomination, moved and seconded by current members and endorsed with the consent of the nominee and given to the Secretary at least twenty-one (21) days before the day of the Annual General Meeting. Oral nominations may be received from the floor at the Annual General Meeting provided that there are insufficient written nominations to fill the vacant positions on Council, and provided that no member will be elected who has not consented to being nominated.
- 8.5** Elected members shall retire at the end of their term at the Annual General Meeting but can, at the end of their term, be eligible for re-election at the same or subsequent Annual General Meetings. Newly elected Council members will take office immediately upon their election.
- 8.6** The quorum for Council meetings is four.
- 8.7** All Council meetings shall be chaired by the President of the Council. In the absence of the President, the meeting will be chaired by the Vice President.
- 8.8** All questions will, if possible, be decided by consensus. Where consensus cannot be reached, a decision will be made by majority vote. Each Council member shall be entitled to one vote on each motion. The President will have a casting vote if the vote is tied. No proxy votes shall be accepted.
- 8.9** Voting at all Council meetings shall be by a method appropriate to the form of meeting (in person, email, electronic). If a Council member requests a secret ballot, then a secret ballot will be held.
- 8.10** A Council member shall cease to hold office if he or she is no longer a financial member of the Association.
- 8.11** The Council may appoint sub-Committees, and delegate work to them, but such sub-Committees shall have no power to commit the Association to any financial expenditure without the express authority of the Council.
- 8.12** No act or proceeding of the Council shall be invalidated as a result of:
- 8.12.1** there being a vacancy in the membership on the Council, or
 - 8.12.2** there being a defect in the entitlement for office of any Member of the Council provided that any decision made by that Council is ratified by the membership at the next Annual General Meeting of the Association.
- 8.13** The Secretary will ensure that a minute book is maintained which is available to any member of the Association and which, for each meeting of the Council, records:
- 8.13.1** the names of those present
 - 8.13.2** all decisions which are required by the Constitution or by law to be made by the Association; and
 - 8.13.3** any other matters discussed at the meeting, other than those discussed "in Council".
- 8.14** Any resolution of the Council will be binding on all Members. The Council will at all times be bound by the decisions of the members at Annual General Meetings.
- 8.15** Other than as stated in law or in this Constitution, the Council may regulate its proceedings as it thinks fit.

9. Registered Office

The Registered Office of the Organisation shall be at such place as the Council shall from time to time decide.

10. Control and Use of Funds

- 10.1** The financial year of the Association will be from the 1st April to 31st March the following year.
- 10.2** The Treasurer shall keep such books of account as may be necessary to provide a true record of the Association's financial position, report on the Association's financial position as required at Council meetings, and present an annual Statement of Accounts (Income and Expenditure Account and Balance Sheet) to the Annual General Meeting.
- 10.3** The Council shall maintain New Zealand based bank accounts in the name of the Association and all payments or withdrawals shall be signed/authorised by any two of the following: the President, Treasurer or Secretary.
- 10.4** All money received on account of the Association shall be banked as soon as reasonably possible in accordance with any financial policies of the Association.
- 10.5** All accounts paid or for payment shall be submitted to the Council for approval of payment in accordance with any financial policies of the Association.
- 10.6** The Council may appoint an auditor or reviewer to check the annual accounts of the Association and provide a certificate of correctness of the same. Alternatively a member may request that a reviewer check the annual accounts of the Association and provide a certificate of correctness of the same.

11. Indemnity

11.1 No Officer or Member of the Council shall be liable for the acts or defaults of any other Officer or member of the Council or any loss occasioned thereby, unless caused by their wilful default or wilful acquiescence.

11.2 The Officers and Council Members shall be indemnified by the Association for all liabilities and costs incurred by them in the proper performance of their functions and duties, other than those resulting from their wilful default.

11.3 It is deemed to be a term of every contract entered into by or on behalf of the Association that the Association alone is liable for any debts or obligations under the contract, and that no Member or Officer of the Association is under any personal liability.

12. Alteration of Rules

12.1 These Rules may be amended by a notified motion at the Annual General Meeting passed by a majority of those members eligible to vote and voting, provided that no change shall be made resulting in a change of the Association's status as an organisation established mainly for the promotion of an amateur game or sport conducted for the recreation or entertainment of the general public and no part of the funds of the Association is used or is available to be used for the private pecuniary profit of any Member or associate of any Member.

12.2 If the Association is an incorporated entity, alterations shall be registered with the Registrar of Incorporated Societies.

13. Contracting by the Association

13.1 Any written contract entered into by the Association shall be signed by the President and one other member of the Council.

13.2 The Association shall have a Common Seal which will be kept by the Secretary. The Common Seal shall be used on any legal contracts/documents signed by the Association. Use of the seal shall include signatures of two office holders of the Association (President, Vice President, Secretary, Treasurer).

14. Payment for Rulebook

14.1 One official rulebook should be supplied to all Members free of charge upon payment of initial membership fee. Rule books supplied to all others shall be at a charge approved by the Council.

15. Interpretation

15.1 In the event of any question arising as to the construction of any of the provisions in the Constitution or as to any matter not provided for by this Constitution, the Council shall have power to decide the same and its decision shall be final.

16. Winding Up

16.1 The Association may be wound up if:

16.1.1 a resolution is passed that the Association be wound up by a majority of Members present and voting at an Annual General Meeting and the resolution is confirmed at a subsequent Winding Up Meeting, called for that purpose which is held not earlier than fifteen days after the date on which the resolution to be confirmed was passed, or

16.1.2 the objects of the Association shall fail or be frustrated.

16.2 On the winding up of the Association all surplus assets after the payment of costs, debts and liabilities will be:

16.2.1 given to some other organisation within New Zealand having similar purposes to the Association and which is exempt from income tax under Section CW 46 of the Income Tax Act 2007 or any amendment thereof, and/or

16.2.2 give to a charity or charities; and/or

given to any other charitable purpose recognised under New Zealand law.

16.2.4 if the Members are unable to make a decision as to distribution, the remaining assets will be disposed of in accordance with the directions of the High Court.

16.3 No surplus assets may be applied for or to the private pecuniary profit of any member.

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