

GymSports NZ Incorporated

Selection Regulation for International Performance Events

**Commencement Date:
12 August 2011**

Issued 15 August 2011

GymSports New Zealand Incorporated Selection Regulation for International Performance Events

1. Objectives of this Regulation

- 1.1 The objectives of this Regulation are to clearly document and make available to all Athletes the process and Selection Criteria to be used by GymSports NZ in selecting Athletes:
- a. for International Performance Events; and
 - b. with the potential to achieve medal winning performance(s) at International Performance Events.
- 1.2 For the avoidance of doubt, nothing in this Regulation shall apply to the process and criteria to be used by GymSports NZ in selecting Athletes to attend the Commonwealth Games and the Olympic Games.

2. Application of this Regulation

- 2.1 This Regulation is issued by the Board of GymSports NZ under Rule 25 of the Constitution.
- 2.2 This Regulation shall take effect from 15 August 2011.
- 2.3 This Regulation incorporates any pre existing selection guidelines, rules, documents or regulations and from the Commencement Date those documents will therefore be revoked.
- 2.4 This Regulation applies to all Members of GymSports NZ and all Athletes wishing to be considered for selection to International Performance Events

3. Definitions

Athlete	means a person who wishes to be considered for selection under this Regulation.
Board	means the Board of GymSports NZ as constituted under the Constitution.
Chief Executive	means the Chief Executive of GymSports NZ.

Commencement Date	means the date this Regulation came into force, namely 15 August 2011.
CAS	means the Court of Arbitration for Sport.
Constitution	means the Constitution of GymSports NZ Incorporated.
DFSNZ	means Drug Free Sport New Zealand.
FIG	means the Federation Internationale de Gymnastique which is the international federation governing GymSports.
FISAF	means the Federation of International Sports, Aerobics and Fitness Incorporated.
General Criteria	means the General Criteria as set out in clause 6.2.
Gymsports	means the sports and/or activities of Aerobic Gymnastics, Men’s Artistic Gymnastics, Women’s Artistic Gymnastics, Rhythmic Gymnastics and Trampoline Gymnastics, as defined by the FIG.
GymSports NZ	means GymSports New Zealand Incorporated and, where relevant, also means the New Zealand Gymnastics Association Incorporated, as it was previously named prior to the commencement of the GymSports NZ Constitution.
HPAG	means the High Performance Advisory Group, composed of the persons appointed by the Board to develop the Selection Criteria for Performance Events.
International Performance Event	means the World Championships and World Cup events for each of the individual Gymsport.
NZCAF	means the New Zealand Competitive Aerobics Federation.

Member	means and includes the members of GymSports NZ as specified in the Constitution.
Official	means any person appointed by GymSports NZ to be one or more of the following roles: judge, head of delegation, manager, assistant manager, choreographer, chaperone, medical advisor, physiotherapist or other auxiliary support role required for the competition.
Selected Athlete	means the Athlete that has been chosen on behalf of GymSports NZ by the Selection Committee to compete at an International Performance Event.
Selection Criteria	means the criteria on which the Selection Committee shall make its selection decisions and includes the General Criteria (clause 6.2), and the applicable Specific Criteria (clause 6.3 and Schedules 1-7).
Selection Committee	means a committee referred to in clause 4.1.
Selector	means a member of a Selection Committee.
Specific Criteria	means the Specific Criteria as set out in clause 6.3 and Schedules 1-7.
Sports Tribunal	means the Sports Tribunal of New Zealand established under the Sports Anti-Doping Act 2006.
WADA	means the World Anti-Doping Agency.

Unless specified otherwise, any other terms used in this Regulation shall have the meanings set out in the Constitution.

4. Selection Committee

4.1 **Delegation:** In accordance with clause 15.15 of the Constitution, the Board delegates its power to carry out the object of GymSports NZ to select

International and other representative Athletes, squads, and teams to the Selection Committee.

- 4.2 **Composition:** There shall be one (1) Selection Committee appointed by the Board in accordance with this Regulation. This Selection Committee shall comprise of three (3) Selectors who have the necessary skills and experience as set out in this Regulation.
- 4.3 **Chairperson:** A chairperson of the Selection Committee shall be appointed by the Board from amongst the three (3) Selectors appointed to the Selection Committee. In the event of a tied vote, the chairperson shall have a casting vote.
- 4.4 **Quorum:** The quorum for all meetings (including meetings held by teleconference) is two (2) Selectors.
- 4.5 **Application Process:** Any person seeking to be a Selector must make a written application to the Chief Executive by the specified date. GymSports Board Members may apply to be appointed to the Selection Committee but if they do so, they must remove themselves from any part in the deliberations or appointment by the Board of the Selection Committee, and any matters related to selection. Applications must be submitted within four (4) weeks of the request for applications, unless otherwise agreed by the Chief Executive. The Chief Executive will make a recommendation to the Board of the persons he/she considers suitable. The Board may call for further applications if it so wishes. The Board shall determine from amongst the applications which persons to appoint.
- 4.6 **Criteria for Appointment:** In considering the applications for appointment as a Selector, the Board shall appoint based on merit and in doing so shall take into account the following factors about the applicant:
- a. their prior experience as a selector;
 - b. their knowledge of, and experience in, the applicable Gymsports particularly at a high performance level;
 - c. their occupational skills, abilities, and experience;
 - d. their knowledge of, and experience in, High Performance sport generally;
 - e. their attention to detail and process;
 - f. the need for conflicts of interest to be minimised; and

their commitment to, and understanding of World High Performance levels.

4.7 **Conflicts of Interest:** If any Selector has, or considers, they may have, a conflict of interest in considering the selection or otherwise of an Athlete or Athletes to compete in an International Performance Event he or she must declare such a conflict, or potential conflict, immediately to the Chief Executive. The Chief Executive shall decide whether the Selector is able to deliberate and/or vote on the selection or otherwise of that Athlete or Athletes and/or, if the nature and extent of the conflict is such that the Selector should be removed from the Selection Committee, to recommend such removal to the Board under clause 4.9.

4.8 **Term of office:** All Selectors will be appointed for a period of two (2) years or such other period as determined by the Board. If a Selector resigns during their term of office, the Board must appoint a replacement person for the balance of the term on the recommendation of the Chief Executive.

4.9 **Removal:** The Board may remove any Selector (either permanently or for such period as the Board considers appropriate), if the Board considers, in its sole discretion, that:

- a. the Selector has a conflict of interest which cannot be resolved to the Board's satisfaction by the Selection Committee;
- b. there are circumstances which may give rise to a question of bias in the selection process;
- c. the Selector has breached any GymSports NZ Code of Conduct and/or any GymSports NZ Regulation; or
- d. the Board considers the Selector has brought GymSports NZ (including any employee, official or Member) into disrepute.

Before removing any Selector from a Selection Committee, the Board must notify the Selector of its proposal to remove him/her and give the Selector an opportunity to make submissions on the proposed removal.

4.10 **Replacement Member:** If the circumstances in clause 4.9 occur, the Board shall appoint a replacement Selector for the balance of the term on the recommendation of the Chief Executive.

4.11 **Role and Responsibilities:** The role of the Selection Committee is to recommend to the Board the Athletes it considers should be selected to compete in an International Performance Event. The responsibilities of the Selection Committee are:

- a. to select the Athletes it considers should compete/ represent New Zealand at International Performance Events in accordance with the applicable Selection Criteria and in accordance with this Regulation;
- b. to recommend to the NZOC the Athletes it considers should be selected to a team to compete in NZOC Events (Olympic Games and Commonwealth Games) in accordance with the applicable Selection Criteria and in accordance with this Regulation;
- c. to follow the procedure set out in this Regulation;
- d. to keep all deliberations and discussions regarding selection matters confidential to the Selection Committee, unless authorised by the Chief Executive to disclose matters in accordance with this Regulation;
- e. to support and promote the Selection Criteria and processes for selection as set out in this Regulation; and
- f. to be positive advocates for GymSports NZ and all of its activities.

4.12 **Procedures:**

- a. The Selection Committee shall meet as and when required and on request by the chairperson, or the Chief Executive.
- b. The chairperson shall ensure that minutes are taken of all meetings of the Selection Committee (including all meetings held by teleconference or other electronic means). All minutes are to be kept confidential to the Selection Committee, the Chief Executive, and the Board, unless otherwise agreed by the Chief Executive.
- c. The Selection Committee shall use its best efforts to achieve its decision by consensus however, if any decision is not unanimous, the decision of the majority of Selectors shall be sufficient.
- d. All public comments regarding the actual selection or non-selection of any Athletes to compete in International Performance Events will be made by the Chief Executive as determined by the Chief Executive, and no other person, on behalf of GymSports NZ. For avoidance of doubt,

this clause does not prevent any Selector publicly discussing the selection processes generally or the content of this Regulation, provided that such comments are consistent with and supportive of this Regulation, and prior approved by the Chief Executive.

- e. All discussions between a Selector(s) and an Athlete(s) regarding the actual selection or non-selection of an Athlete(s) to compete in any International Performance Events shall only occur with the approval of the Chief Executive.

5. Eligibility for Selection

5.1 To be eligible for selection for International Performance Events an Athlete seeking selection must first:

- a. Be a current and financial Club Member of GymSports NZ.
- b. Be a New Zealand citizen.
- c. Not have participated in any Gymsports outside of New Zealand without the prior written consent of GymSports NZ and FIG.
- d. Not have participated in any GymSports competition or activity that is not recognised by GymSports NZ, or FIG, unless GymSports NZ provides written consent otherwise.
- e. Not have participated in any Gymsports events or activities organised by non recognised organisations (i.e. FISAF or any affiliates of FISAF e.g. NZCAF).
- f. Not be in breach of the Sports Anti-Doping Act 2006 and/or the anti-doping rules or policies of WADA and/or GymSports NZ, nor have had a sanction imposed which has not been completed. For the purposes of this sub-clause a "breach" shall include:
 - i. an Athlete being under investigation for an alleged anti-doping rule violation under the provisions of the of the WADA and/or GymSports NZ anti-doping rules or policies; or
 - ii. a failure to comply with an Athlete's obligations under the WADA or GymSports NZ anti-doping rules or policies, even if such a breach does not result in an anti-doping rule violation; or

- iii. an Athlete being suspended pending determination of an alleged anti-doping rule violation.
 - g. Not be under any stage of a disciplinary process of FIG or GymSports NZ, including investigations and pending determination of the matter.
 - h. For International Performance Events, Athletes need to complete and sign the Intention to Trial form for selection in **Appendix 1** and return it to the GSNZ Performance Coordinator by no later than the date notified. The chairperson of the Selection Committee may in his/her discretion accept the application form after the due date.
- 5.2 If an Athlete is selected to an International Performance Event the Athlete acknowledges and agrees that:
- a. s/he will be required to read, sign, return to GymSports NZ, and comply with the GymSports NZ Team Member Agreement in **Appendix 2a**, by the date specified;
 - b. s/he will be available for drug testing by DFSNZ and/or any other recognised drug testing authority, and must comply with the Sports Anti-Doping Rules made by DFSNZ and may be required to register with the World Anti-Doping Authority for out of competition testing, and to provide accurate and up-to-date whereabouts information in accordance with the World Anti Doping Authority Code; and
 - c. s/he must maintain a designated level of fitness and standard of competitiveness as set out in the Selection Criteria and GymSports NZ Team Member Agreement.
- 5.3 Failure to comply with, or maintain compliance with, any part of clause 5.1 or 5.2 may result in the Athlete not being eligible for consideration for selection, or, if selected, from being removed from any selection.

6. Selection Criteria

- 6.1 The Selection Criteria for selection to International Performance Events are made up of two parts as follows:
- a. the General Criteria which is applicable for all selections; and
 - b. the Specific Criteria (for a particular Gymsport) for selection to an International Performance Event.

6.2 **General Criteria:** The General Criteria set out in this clause apply to all International Performance Events (regardless of the particular Gymsport). In addition to the applicable Specific Criteria, the Selection Committee may take into account the following factors in considering selection of an Athlete to any International Performance Event:

- a. the results of the Athlete, (including consistency of results) at the events (particularly internationally), competitions, and activities (such as camps and trials), over a period of twelve (12) months receding the possible selection of the Athlete;
- b. adequate fitness and a commitment to maintain a fitness and training programme as agreed with the applicable coach(es);
- c. demonstrated appropriate behaviour, including a commitment to training and attendance at training camps / sessions;
- d. demonstrated compatibility with others in a team environment;
- e. demonstrated compliance with the rules of events and competitions;
- f. understanding and respect when competing at any International Performance Event, including respect for team members and officials;
- g. willingness to promote GymSports NZ in a positive manner;
- h. demonstrated ability to take personal responsibility for self and their results;
- i. proven ability to be reliable; and
- j. any other factor(s) the Selection Committee considers relevant.

In considering any of the above factors, the Selection Committee may make such enquires of the Athletes seeking selection, or others, as it sees fit.

6.3 **Specific Criteria:** In addition to the General Criteria outlined above:

- a. Specific Criteria for each of the Gymsports will be developed by GymSports NZ and approved by the Board.
- b. When selecting an Athlete(s) to an International Performance Event the Selection Committee shall follow the Specific Criteria as set out in the appropriate Selection Criteria.

- c. In any decision regarding the selection of Athletes to an International Performance Event, for any of the Gymsports, the Selection Committee may, in its sole discretion, take into account any Extenuating Circumstances in accordance with clause 7.
- d. There is no obligation on the Selection Committee to fill any or all of the available places on an International Performance Event.
- e. The Selection Committee may, in its discretion, add to, or remove, any Athlete from competing at an International Performance Event at any time based on the Selection Criteria.
- f. The Selection Committee may give weight to any one or more of the factors specified in the Selection Criteria and no particular factor shall be weighted more or less significantly by reason only of the order in which that factor appears in the Regulation.
- g. The decisions of the Selection Committee in respect of selection of Athletes to compete at an International Performance Event are subject to approval by the Board.
- h. The Selection Committee may, in its discretion, provide reasons for its decisions, but there is no obligation to do so.

7. Extenuating Circumstances

- 7.1 In considering the selection of Athletes in accordance with this Regulation the Selection Committee may in its sole discretion, give weight to any extenuating circumstances which include, but are not limited, to the following:
 - a. injury or illness;
 - b. travel delays;
 - c. equipment failure;
 - d. bereavement or personal misfortune; and/or
 - e. any other factors reasonably considered by the Selectors to constitute extenuating circumstances.
- 7.2 Athletes unable to compete at events, trials, or other attendances required under this Regulation and attached Schedules, must advise the Chief Executive of the extenuating circumstances, and reasons, in writing, with as much

advance notice as possible and ideally seven (7) days prior to the commencement of the event, trial or other attendance. If the Chief Executive is not notified of any extenuating circumstances, then the Selectors have no obligation to rely on such circumstances.

- 7.3 In the case of injury or illness, Athletes may be required by the Selection Committee to provide a medical certificate and/or undergo a medical examination by a medical practitioner/s nominated by GymSports NZ, and to provide that opinion and/or report to the Selection Committee. Any failure to agree to such a request may result in the Selection Committee being unable to consider the injury or illness as an extenuating circumstance.
- 7.4 In the case of any extenuating circumstance/s, the Selection Committee will make a decision on a case by case basis.

8. Notification of Selection

- 8.1 Once the Selection Committee has determined the Athletes to be selected for the International Performance Event (and this has been confirmed by the Board) the Athlete seeking selection will be advised verbally and then in writing by the Chief Executive whether or not they have been selected.
- 8.2 After the Athletes have been advised, the Athlete's selected for International Performance Events may be publicly announced by the Chief Executive.

9. Reviews and Appeals

- 9.1 **Grounds:** An Athlete who is not selected to compete at an International Performance Event may only appeal such a decision on any one or more of the following grounds:
- a. the Selection Criteria has not been properly followed and/or implemented;
 - b. the decision not to select the Athlete was affected by actual bias;
 - c. there was no material on which the decision to select the other Athletes in the team could be reasonably be based.
- 9.2 **Process:** An appeal must be made by the following process:

- a. The Athlete must notify the Chief Executive in writing of his or her wish to appeal ("Notice of Appeal"). This notice may be sent by email, facsimile or post, and must be received by the Chief Executive within forty-eight (48) hours of the public announcement in clause 8.2.
- b. The Notice of Appeal must set out the following:
 - i. the decision of the Selection Committee in question;
 - ii. the grounds on which the appeal is made; and
 - iii. the reasons or circumstances supporting the alleged grounds of appeal.
- c. On receipt of the Notice of Appeal, the Chief Executive shall as soon as practicable convene a "without prejudice" and confidential meeting with the Chief Executive and the chairperson of the Selection Committee (and/or another applicable Selector), the Athlete, their parent/guardian (if under 18 years) and their authorised representatives (if any). The purpose of such a meeting is to allow the Selection Committee to explain the selection decision and to discuss the concerns of the Athlete. Any person participating in the meeting may, with the agreement of the other parties to the meeting, ask any other person(s) who has been involved or connected with the selection decision (including other applicable Selectors) to contribute to the meeting. Any such participants must agree to be bound by the without prejudice and confidential basis of the meeting.
- d. If the Athlete is not satisfied with the outcome of the meeting in clause 9.2c, he or she may appeal the decision by submitting it to the Sports Tribunal. Such an appeal must be filed with the Tribunal within five (5) working days of the date of the meeting in clause 9.2c and copied to the Chief Executive. The appeal shall be conducted in accordance with the rules of the Sports Tribunal.
- e. The decision of the Sports Tribunal shall be final and binding on the parties. No party may institute or maintain proceedings in any other Court or Tribunal other than as specified in this Regulation.

10. Removal / Withdrawal from Selection

- 10.1 A Selected Athlete may be withdrawn from the Event by the Chief Executive if s/he:

- a. breaches or fails to comply with this Regulation or any term of the GymSports NZ Team Member Agreement;
 - b. breaches or fails to comply with:
 - i. the GymSports NZ Constitution;
 - ii. the Regulations and policies of GymSports NZ (including committing any violation of the Sports Anti-Doping Rules);
 - iii. the rules of any event, competition or activity in which the Athlete has been selected to participate;
 - iv. any reasonable instruction or request by the Chief Executive, of the applicable coach(es);
 - c. brings him/herself, another Athlete, an official, GymSports NZ, or GymSports generally, into disrepute;
 - d. has a significant illness or injury which in the opinion of the Selection Committee will prevent the Athlete from continuing to meet the Selection Criteria on which he or she was selected; or
 - e. fails to consistently maintain the level of performance and/or results or to maintain any one or more of the General Criteria set out in the clause 6.2.
- 10.2 Before notifying a Selected Athlete under clause 10.1, the Chief Executive shall notify the Selected Athlete and their parent/guardian (if under 18 years of age) of the alleged breach or grounds on which it is proposed to withdraw the Selected Athlete. The Selected Athlete will be given a reasonable opportunity to provide reasons as to why he or she should not be withdrawn, and if the Chief Executive considers it appropriate, s/he may grant the Athlete time to show improvement (in accordance with any conditions the Chief Executive considers appropriate).
- 10.3 A Selected Athlete may withdraw from being selected to a Performance Event by informing the Chief Executive of this decision in writing.
- 10.4 If a Selected Athlete is withdrawn from selection, the Selection Committee (or in cases of urgency, the applicable coach(es) and the Chief Executive or his/her nominee) may select another Athlete who, in the opinion of the Selection Committee, meets the Selection Criteria.

11. Amendments to this Regulation

- 11.1 This Regulation, including the Specific Criteria in the Schedules, may be amended or supplemented from time to time by the Board.
- 11.2 The Board will give as much notice as possible of any amendment/s or supplement/s to this Regulation, to persons affected by any such amendment/s or supplement/s.

APPENDIX 1

INTENTION TO TRIAL FORM

Athletes Intention to trial

Closing date:_____

All codes – All international tours

SPORT CODE: **MAG** **WAG** **RG** **TRA** **AER**

TOUR/EVENT:

1)_____

2)_____

3)_____

PERSONAL INFO: (Please Print **ALL** details)

NAME:_____
ADDRESS:_____

Email:_____
Telephone:(home) _____(work)_____(mobile)_____
New Zealand Passport Number:_____ Expires:____/____/____
Machine readable: Yes/No

GYMSPORT INFO

Gymnast's Club:_____	Competition Grade: _____
Coach's Name:_____	
Coach's Email:_____	
Coach's Signature:_____	

CONSENT:

The above info is correct and I wish to trial events I have indicated. (Parent/Caregiver to sign if athlete under 18 years)	
Signed:_____	Date:____/____/____
Print Name: _____	

Return to Performance Coordinator at GymSports New Zealand
Fax: (09) 377 3608 Email: office@gymsportsnz.com

APPENDIX 2a

GYMSPORTS NZ ATHLETE TEAM MEMBER AGREEMENT



GYMSPORTS NZ

TEAM MEMBER AGREEMENT (Athlete)

PARTIES

(1) GymSports New Zealand Incorporated ("GSNZ"); and

(2) _____ ("the Athlete")

In consideration of the Athlete being selected for membership in the New Zealand Team designated _____ the Athlete agrees:

1. INCORPORATION OF CONSTITUTION AND REGULATIONS

1.1 This agreement incorporates the provisions of the GSNZ Constitution and any Regulations and By Laws made pursuant to it, including, without limitation, the Overseas Tour Regulations and the GSNZ Code of Conduct.

2. TRAVEL REQUIREMENTS

2.1 The Athlete will:

(a) provide all requested documentation by the stated date;

(b) comply with all medical or visa requirements for the tour including having the required inoculations;

(c) have a valid New Zealand passport endorsed with the appropriate visa (where applicable);

(d) have in his/her possession while travelling, current passport style photographs for use in applications for a visa should this be required; and

(e) take out GSNZ arranged travel and medical insurance, as per clause 16.1 of the Constitution which covers competing athletes.

2.2 Time schedules as they pertain to departure dates, times, flights, training times and other requirements for tour members shall be absolutely met and further adherence to such schedules are the responsibility of the Athlete once he/she has received such information from GSNZ.

2.3 Deviation from the tour is only permitted with the express approval of the Chief Executive or his / her nominee and will only be given on terms that all costs incurred shall be the responsibility of the Athlete.

2.4 Unless the GSNZ Chief Executive has, in his / her sole discretion, approved payment deferment, the Athlete shall pay his/her account for the tour in sufficient time to enable clearance of any cheques prior to the departure date. If an account has not been paid ten (10) days prior to the departure date, the Chief Executive may authorise removal of the Athlete from the tour.

3. PRE – TOUR REQUIREMENTS

3.1 The Athlete will:

- (a) participate in all required training sessions as directed by the Coach, Head of Delegation or GSNZ Chief Executive.
- (b) undertake any fitness and/or performance tests that are a condition of selection;
- (c) train and prepare for maximum performance;
- (d) return information forms, deposits (if requested) and payment to GSNZ by the stated date to enable organisation requirements to be met;
- (e) disclose forthwith to GSNZ any physical or mental illness and/or injury or any other factor that may prejudice his/her proper participation or performance on the tour;
- (f) declare to GSNZ any prescribed medication taken for the treatment of asthma or other ailments and comply with the instructions of GSNZ to certify and register these medications.

4. ATHLETE'S WARRANTIES

4.1 The Athlete warrants that he / she:

- (a) is an Individual member of GSNZ;
- (b) has New Zealand nationality or has received nationality dispensation from the Chief Executive;
- (c) Has not participated in any gymsport related event or activity outside of New Zealand without the consent of GSNZ and the FIG affiliated federation concerned;
- (d) Has not participated in any gymsport related competition or activity that is not sanctioned by FIG or GSNZ;
- (e) Has not participated in any gymsport related events or activities organised by non-recognised organisations. Recognised organisations include Aerobic Athletics IAF and ANAC, but do not include FISAF or any affiliates of FISAF (e.g. NZCAF in New Zealand).

4.2 In the event it is discovered that any of the warranties given by the Athlete under clause 4.1 above are untrue, GSNZ may:

- (a) treat the breach of warranty as misconduct and the GSNZ Code of Conduct will apply;
- (b) terminate this agreement without notice;
- (c) suspend or exclude the athlete from competition; (d) send the athlete home.

5. APPEARANCE WHILST ON TOUR

5.1 The Athlete will meet prescribed Regulations of GSNZ and the Head of Delegation including travel uniform, training uniform, competition uniform, casual and/or formal uniform, personal appearance including appearance of clothing and hair, the wearing of emblems/logos/advertising and carrying of uniform bags/backpacks.

5.2 The travel uniform will be as determined appropriate for the particular tour and all tour members will dress in a similar fashion as prescribed and called upon to do so by GSNZ.

5.3 Violation of team uniform or travel dress code is deemed to be misconduct under the GSNZ Code of Conduct and may result in dismissal from the tour.

6. BEHAVIOUR WHILST ON TOUR

6.1 Whilst on tour the Athlete shall:

- (a) remain under the control, management and direction of the Head of Delegation of the tour, or any person appointed by that official, and to comply with all orders given by the Head of Delegation, or any person so appointed, and by the Tour Coach;
- (b) conduct him or herself in a proper manner to the absolute satisfaction of the Head of Delegation;
- (c) participate in all required training sessions as directed by the Head of Delegation or Coach.
- (d) train and prepare for maximum performance and achievement of the performance targets;
- (e) work towards achieving his/her personal best in competition;
- (f) disclose forthwith to the Head of Delegation and Coach any physical or mental illness and/or injury or any other factor that may prejudice his/her proper participation or performance on the tour.
- (g) return to New Zealand if so directed by the Head of Delegation if, in the opinion of that tour official after such consultation as that official considers necessary, the Athlete is unable to perform to the best of his/her ability through illness and/or injury or misconduct;
- (h) represent GSNZ and New Zealand with all the good qualities of citizenship and sportsmanship;
- (i) neither take nor use drugs or stimulants and be familiar and comply with IOC, WADA, FIG and NZDSA Drugs in Sport Regulations;
- (j) carry a list of all medicines/drugs taken, for whatever reason, in the last two months;
- (k) follow any instruction from tour management on matters of general diet, standard of personal hygiene and appearance;

(l) carry all necessary personal effects for performance, i.e. tapes/CDs, strapping tape, handguards, diary/notebook, photographs and biographical information;

(m) travel with the tour group unless arrangements have been made and sanctioned by the Chief Executive prior to departure from New Zealand;

(n) acknowledge that, to fund the overseas tour, the GSNZ may have entered into agreements of commercial sponsorship and the provision of supplies, and agree to assist and co-operate with the GSNZ and its sponsors and suppliers so that such sponsors and suppliers may maximise their promotional benefit;

(o) stay with the tour group for the period determined by GSNZ;

(p) attend any and all formal and informal social events where the Head of Delegation, the Coach or other official prescribes.

6.2 Personal behaviour of the Athlete (including actions between tour members, international officials, hosts involved and other persons, i.e. hotel clerks etc.) shall at all times be conducted in the best interests of the GSNZ programme and image.

6.3 Complaints of any kind must be made to the Head of Delegation and/or Coach.

6.4 In no case will the Athlete directly (other than socially) communicate with a Judge, or official of the host country for the tour unless requested by that individual.

7. ACCOMPANYING FAMILY MEMBERS

7.1 The Athlete is responsible for the behaviour of any accompanying family members.

7.2 Should any family member intend to travel to the tour destination at the same time as the tour, they shall form no part of the tour group, and have no entitlement to any official tour invitation, functions and privileges.

7.3 Should any family member intend to travel to the tour destination at the same time as the tour, subject to Clause 7.2, they shall advise the GSNZ Chief Executive prior to tour departure.

7.4 The Athlete shall not be granted any privilege not open to other tour members by reason of a family member being present and if in the opinion of the Head of Delegation the presence of a family member will be detrimental to the Athlete's performance or to tour group harmony, the Head of Delegation has the power to set conditions as they may think fit and the Athlete shall ensure the family members shall abide by those requirements.

8. MISCONDUCT

8.1 The Athlete acknowledges that a breach of any rules applying to any competition held as part of the lead-up to or during the tour represents misconduct under the GSNZ Code of Conduct and may result in suspension of the Athlete from competition.

8.2 During the Tour the Head of Delegation (or the Assistant Head of Delegation under delegated authority) or Chief Executive may make rules pertaining to the Tour to enable its smooth running.

8.3 Subject to clause 20 of the Overseas Tour Regulations, if the Athlete breaches:

(a) any rule notified to the Athlete under clause 8.2; (b) this Tour Agreement;

(c) the GSNZ Code of Conduct;

the Head of Delegation may terminate the Athlete’s participation on the tour, send the Athlete home immediately, and/or exclude the Athlete from competition.

The Athlete agrees that any additional costs, including the cost of any return travel, resulting from his/her dismissal from the tour group will be at his/her personal expense.

SIGNED _____

Athlete _____

(or parent/guardian if under 18 years)

DATE _____

APPENDIX 2b

GYMSPORTS NZ OFFICIAL TEAM MEMBER AGREEMENT



**GYMSPORTS NZ
TEAM MEMBER AGREEMENT (Official)**

PARTIES

(1) GymSports New Zealand Incorporated ("GSNZ"); and

(2) _____ ("the Official")

In consideration of the Official being selected for membership in the New Zealand Team designated _____ the Official agrees:

1. INCORPORATION OF CONSTITUTION AND REGULATIONS

1.1 This agreement incorporates the provisions of the GSNZ Constitution and any Regulations and By Laws made pursuant to it, including, without limitation, the Overseas Tour Regulations and the GSNZ Code of Conduct.

2. TRAVEL REQUIREMENTS

2.1 The Official will:

- (a) provide all requested documentation by the stated date;
- (b) comply with all medical or visa requirements for the tour including having the required inoculations;
- (c) have a valid passport endorsed with the appropriate visa (where applicable);
- (d) have in his/her possession while travelling, current passport style photographs for use in applications for a visa should this be required; and
- (e) take out GSNZ arranged travel and medical insurance, as per clause 16.1 of the Constitution.

2.2 Time schedules as they pertain to departure dates, times, flights, training times and other requirements for tour members shall be absolutely met and

further adherence to such schedules are the responsibility of the Official once he/she has received such information from GSNZ.

2.3 Deviation from the tour is only permitted with the express approval of the Chief Executive Officer or his / her nominee and will only be given on terms that all costs incurred shall be the responsibility of the Official.

2.4 Unless the GSNZ Chief Executive Officer has, in his / her sole discretion, approved payment deferment, the Official shall pay his/her account for the tour in sufficient time to enable clearance of any cheques prior to the departure date. If an account has not been paid ten (10) days prior to the departure date, the Chief Executive Officer may authorise removal of the Official from the tour.

3. PRE – TOUR REQUIREMENTS

3.1 The Official will:

- (a) undertake any duties that are a condition of selection;
- (b) return information forms, deposits (if requested) and payment to GSNZ by the stated date to enable organisation requirements to be met;
- (c) disclose forthwith to GSNZ any physical or mental illness and/or injury or any other factor that may prejudice his/her proper participation or performance on the tour;
- (d) be responsible for complying with the responsibilities of the official position in accordance with the Overseas Tour Regulations.

4. OFFICIAL'S WARRANTIES

4.1 The Official warrants that he / she:

- (a) is an Individual member of GSNZ;
- (b) has not participated in any gymnsport related event or activity outside of New Zealand without the consent of GSNZ and the FIG affiliated federation concerned;
- (c) has not participated in any gymnsport related competition or activity that is not sanctioned by FIG or GSNZ;
- (d) has not participated in any gymnsport related events or activities organised by non-recognised organisations. Recognised organisations include Aerobic Gymnastics IAF and ANAC, but do not include FISAF or any affiliates of FISAF (e.g. NZCAF in New Zealand).

4.2 Where the Official is a Judge he / she also warrants that he / she has New Zealand nationality or has received nationality dispensation from the Chief Executive Officer;

4.3 In the event it is discovered that any of the warranties given by the Official under clause 4.1 or 4.2 above are untrue, GSNZ may:

- (a) treat the breach of warranty as misconduct and the GSNZ Code of Conduct will apply;
- (b) terminate this agreement without notice;
- (c) suspend or exclude the Official from competition; (d) send the Judge home.

5. APPEARANCE WHILST ON TOUR

5.1 The Official will meet prescribed Regulations of GSNZ and the Head of Delegation including travel uniform, training uniform, competition uniform, casual and/or formal uniform, personal appearance including appearance of clothing, the wearing of emblems/logos/advertising and carrying of uniform bags/backpacks.

5.2 The travel uniform will be as determined appropriate for the particular tour and all tour members will dress in a similar fashion as prescribed and called upon to do so by GSNZ.

5.3 Violation of team uniform or travel dress code is deemed to be misconduct under the GSNZ Code of Conduct and may result in dismissal from the tour.

6. BEHAVIOUR WHILST ON TOUR

6.1 Whilst on tour the Official shall:

- (a) be responsible for complying with the responsibilities of the official position in accordance with the Overseas Tour Regulations.
- (b) remain under the control, management and direction of the Head of Delegation, or any person appointed by that official, and to comply with all orders given by the Manager, or any person so appointed and/or the Head of Delegation;
- (c) act in a responsible and moral manner at all times taking into consideration the age and gender of the Tour Members and the social responsibilities related to delegated guardianship of minors.
- (d) conduct him or herself in a proper manner to the absolute satisfaction of the Head of Delegation;
- (e) participate in all required training sessions as directed by the Head of Delegation;
- (f) train and/or prepare for maximum performance;
- (g) disclose forthwith to the Head of Delegation any physical or mental illness and/or injury or any other factor that may prejudice his/her proper participation or performance on the tour.
- (h) return to New Zealand if so directed by the Head of Delegation if, in the opinion of the Manager after such consultation as the Manager

considers necessary, the Official is unable to perform to the best of his/her ability through illness and/or injury or misconduct;

(i) represent GSNZ and New Zealand with all the good qualities of citizenship and sportsmanship;

(j) neither take nor use drugs or stimulants, administer or attempt to administer a prohibited substance or prohibited method to any gymnast, or assist, encourage, aid or abet any covering up or any other type of complicity involving an anti-doping rule violation or attempted violation;

(k) be familiar and comply with IOC, WADA, FIG and NZDSA Drugs in Sport Regulations;

(l) carry all necessary personal effects for performance;

(m) travel with the tour group unless arrangements have been made and sanctioned by the Chief Executive Officer prior to departure from New Zealand;

(n) acknowledge that, to fund the overseas tour, the GSNZ may have entered into agreements of commercial sponsorship and the provision of supplies, and agree to assist and co-operate with the GSNZ and its sponsors and suppliers so that such sponsors and suppliers may maximise their promotional benefit;

(o) stay with the tour group for the period determined by GSNZ;

(p) attend any and all formal and informal social events where the Head of Delegation prescribes;

6.2 Personal behaviour of the Official (including actions between tour members, international officials, hosts involved and other persons, i.e. hotel clerks etc.) shall at all times be conducted in the best interests of the GSNZ programme and image.

6.3 Complaints of any kind must be made to the Tour Manager and/or the Head of Delegation;

7. ACCOMPANYING FAMILY MEMBERS

7.1 The Official is responsible for the behaviour of any accompanying family members.

7.2 Should any family member intend to travel to the tour destination at the same time as the tour, they shall form no part of the tour group, and have no entitlement to any official tour invitation, functions and privileges.

7.3 Should any family member intend to travel to the tour destination at the same time as the tour, subject to Clause 7.2, they shall advise the GSNZ Chief Executive Officer prior to tour departure.

7.4 The Official shall not be granted any privilege not open to other tour members by reason of a family member being present and if in the opinion of

the Tour Manager the presence of a family member will be detrimental to the Official's performance or to tour group harmony, the Head of Delegation has the power to set conditions as he/she may think fit and the Official shall ensure the family members shall abide by those requirements.

8. MISCONDUCT

8.1 The Official acknowledges that a breach of any rules applying to any competition held as part of the lead-up to or during the tour represents misconduct under the GSNZ Code of Conduct and may result in suspension of the Official from competition.

8.2 During the Tour the Head of Delegation (or his/her assistant under delegated authority) or Chief Executive Officer may make rules pertaining to the Tour to enable its smooth running.

8.3 Subject to clause 20 of the Overseas Tour Regulations, if the Official breaches:

- (a) any rule notified to the Official under clause 8.2;
- (b) this Tour Agreement;
- (c) the GSNZ Code of Conduct;

the Head of Delegation may terminate the Official's participation on the tour, send the Official home immediately, and/or exclude the Official from the competition.

8.4 The Official agrees that any additional costs, including the cost of any return travel, resulting from his/her dismissal from the tour group will be at his/her personal expense.

SIGNED _____
NAME _____
DATE _____