

# NATIONAL SPORTING CODE

## PART I (1-7) – GENERAL PRINCIPLES

Last updated: 14 May 2019

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Amendment Number	Date Published	Date Implemented	Article Number
<a href="#">36004</a>	14 May 2019	14 May 2019	Article 2 - Interpretations

**Note:** Amendments will be *visually highlighted* for a duration of 12 months starting from the implementation of each amendment. Text changes made for grammatical and/or formatting purposes will not be subject to highlighting.

### NATIONAL SPORTING CODE – PART I – GENERAL PRINCIPLES

1. **Commencement:** This Code shall come into force on the 20th Day of August 2018.

2. **Interpretation:**

(1) In this Code context otherwise requires:

“**this Code**” or “**the Code**” means this National Sporting Code and includes all Appendices thereto and all Schedules to such Appendices, each as may be amended by Manual Amendment issued by MotorSport NZ at any time and from time to time pursuant to Article IV of this Code; and

“**Accredited Series**” means a single Event or a Series to the organiser of which MotorSport NZ issues an Accredited Permit and includes a MotorSport NZ Championship; and

“**Accredited Permit**” means the accredited permit issued by MotorSport NZ pursuant to Article 8 of this Code, to either itself or a Member Club as the organiser of an Accredited Series; and

“**Approved Promoter**” means an organisation (commercial or otherwise) approved by MotorSport NZ to be responsible for the promotion and administration of a specified MotorSport NZ Series or Event(s), and

“**Board**” means the Board of MotorSport NZ; and

“**Bulletin**” refer to “**Official Bulletin**”; and

“**Championship**” means a MotorSport NZ Championship, Cup, Trophy or Challenge, which are the property of MotorSport NZ by virtue of the delegation from the FIA.

(a) Championship. A championship may be a series of events or a single event.

MotorSport NZ or New Zealand MotorSport championships may only be organised by MotorSport NZ or with the consent of MotorSport NZ by a member club, Rally NZ Ltd or an Approved Promoter.

MotorSport NZ or New Zealand MotorSport Premier Race Championships may

only be organised by MotorSport NZ or with the consent of MotorSport NZ by an Approved Promoter.

A maximum of one(1) event of a MotorSport NZ or New Zealand motorsport championship may be run outside New Zealand, subject to the following conditions:

- (i) That it is run in Australia, and
- (ii) That the technical and sporting regulations of the MotorSport NZ or New Zealand MotorSport championship have received the approval of the FIA, and
- (iii) That the course on which the event is run has been licensed and approved by the FIA, and that all the FIA regulations on safety and medical assistance are respected.

International championships may only be organised by the FIA, or by another body with written consent of the FIA. In this case, the organiser of a Championship has the same rights and duties as the organiser of an event.

- (b) Cup, Trophy and Challenge. A MotorSport NZ Cup, Trophy, or Challenge may comprise a number of events with the same regulations or a single event. These events may only be organised by a member club, Rally NZ Ltd or an Approved Promoter. Approval will centre on the following points in particular:

- (i) Approval of the sporting and technical regulations particularly with regard to safety, and
- (ii) Approval of the calendar, and
- (iii) Verification that the venue licence of the circuits is appropriate to the categories of vehicles proposed and respect of all the MotorSport NZ regulations on safety and medical assistance; and

**“Chief Executive Officer”** or **“CEO”** means the Chief Executive Officer of MotorSport NZ; and

**“Classification”** means grouping of vehicles according to their engine cylinder capacity or by other means of distinction; and

**“ClubSport Event”** means either a competitive Event in which competing vehicles, usually competing singly, attempt to complete a well-defined course in the fastest time or allocated points and includes:

- (a) A speed Event;
- (b) A trial;
- (c) A sprint;
- (d) A street sprint;
- (e) A rallycross;
- (f) A hillclimb;
- (g) A motorkhana;
- (h) An autocross;
- (i) A cross country non-competitive Event;
- (j) A Rallysprint; and,
- (k) A Drift Event.

**“ClubSport Series”** means a Series for any one(1) or more ClubSport Events; and

**“Code of Practice for Motorsport Fuel – Storage and Handling”** or **“Code of Practice – Fuel”** means the document developed and issued by MotorSport NZ pursuant to the Hazardous Substances and New Organisms Act 1996 (HSNO Act), in respect to fuels stored and handled at MotorSport NZ Events; and

**“Commercial Rights”** means all property rights and interests (including all intellectual property rights) existing, created or arising by virtue of and in relation to any circuit, venue or course (either permanent or temporary), a Series, Meeting or an Event capable of being granted or otherwise exploited for gain in New Zealand and includes:

- (a) Naming rights (including the right for the organiser of the Series, Meeting or Event to give to or use any official name in connection with the Series, Meeting or Event); and
- (b) Advertising rights being the licences to display, exhibit or advertise any name or names, trade marks or logos on any sign, hoarding, structure, trophy or award; and
- (c) Sponsorship rights being permissions or consents given to claim or assert sponsorship or endorsement of the Series, Meeting or Event to be recognised as a sponsor or endorser of or official supplier to the Series, Meeting or Event or otherwise to claim or assert association with the Series, Meeting or Event; and
- (d) Licensing rights to use the name of the Series, Meeting or Event and any other mark, name or logo used in connection with the Series, Meeting or Event; and
- (e) Publicity rights being permissions or consents to publish newspaper and magazine articles (including photographs) relating to the Series, Meeting or Event; and
- (f) Film and broadcasting rights being licences to make cinematograph, cable and television films, images or sound recordings and broadcasts of any activities of the Series, Meeting or Event and to reproduce and distribute such films, recordings and broadcasts;

each arising out of and by virtue of that Series, Meeting or Event but for the avoidance of doubt, shall not include any such rights capable of being granted or otherwise exploited for gain outside New Zealand; and

**“Competitor”** means any person accepted for any competition whatsoever; and

**“Competition”** means a motorsport competition in which an automobile takes part, which has a competitive nature or is given a competitive nature by the publication of results and which may comprise a heat or heats or other preliminaries and a final, free practice and qualifying practice sessions or be divided in some similar manner but must be completed by the end of the Meeting; and

**“Competition Law”** means the competition law principles contained in the Commerce Act 1986 (or any legislation directly or indirectly superseding that Act in relation to competition law principles), and in such principles comprised in any associated regulations, other New Zealand legislation or established by the New Zealand Courts; and

**“Cylinder capacity”** means the volume generated in cylinder (or Cylinders) by the upward or downward movement of the pistons. This volume is expressed in cubic centimetres and for all calculations relating to cylinder capacity the symbol Pi will be regarded as equivalent to 3.1416; and

**“Driver”** means any Competitor driving a competing vehicle in an Event; and

**“Economy Run”** means a Competition in which Competitors negotiate a defined road course usually over a long distance, where fuel usage by the competing vehicles is the main factor in deciding the winner; and

**“Entrant”** means any person, firm or corporation who or which being responsible for a competing vehicle and having the right to make any entry for that competing vehicle into a Series, Meeting or an Event, enters a competing vehicle in that Series, Meeting or Event and who is and remains responsible for all matters relating to such entry and who, if such person is also a Competitor in the competing vehicle so entered, shall mean that Competitor to the intent that any reference in this Code to the Entrant shall be deemed to be a reference also to that Competitor; and

**“Entry”** means the contract between the competitor and the organiser concerning the participation of the said competitor in a given competition; and

**“Event”** means either a non-competitive Event or a single Competition with its own results in which an automobile takes part, which has a competitive nature or is given a competitive nature by the publication of such results and includes (but not by way of limitation):

(a) A Race (and any practice session therefore);

(b) A Rally;

(c) A ClubSport Event;

(d) A Special Event;

**“FIA”** means the Fédération Internationale de l’Automobile; and

**“Force majeure”** means for the purposes of this Code (but not by way of limitation) any cause of delay beyond the reasonable control of the party liable to perform unless conclusive evidence to the contrary is provided and shall include unavailability of materials or personnel, delays in shipping or transportation, fire, explosion, strike, lockout, storm, flood, earthquake and subsidence; and

**“Handicap”** means a method by which an artificial disadvantage (usually time) is imposed on one(1) or more Competitors with the aim of equalising as much as possible the chance of winning; and

**“International Series”** means a Series which is open to Entrants and Competitors of various nationalities and means an International Series as defined in the International Sporting Code; and

**“International Event”** means an Event which is open to Entrants and Competitors of various nationalities and means an International Event as defined in the International Sporting Code; and

**“International Meeting”** means a Meeting which is open to Entrants and Competitors of various nationalities and means an International Meeting as defined in

the International Sporting Code; and

**“International Permit”** means an organising permit granted by the FIA under the International Sporting Code; and

**“International Sporting Code”** means the International Sporting Code drawn up by the FIA and in force from time to time and at any time and which, as the context may require, shall be deemed to be incorporated into and made a part of this Code; and

**“Judicial Committee”** means a Judicial Committee in accordance with Article 122 of this Code; and

**“Judicial Hearing”** means a hearing before a Judicial Committee in accordance with Article 122 of this Code; and

**“Licence”** means a certificate of registration issued by MotorSport NZ to any person, firm, Member Club or corporation in accordance with this Code, including in accordance with Appendix One of this Code and granted pursuant to Part IV or Part VI of this Code; and

**“Licensed Driving School”** means a race or rally driving school licensed by MotorSport NZ in accordance with Article 55 of this Code; and

(a) This Code; or,

(b) Any Appendix to this Code; or,

(c) Any Schedule to an Appendix to this Code;

made by MotorSport NZ pursuant to Article 4 of this Code; and

**“Marathon Rally”** means a Rally with an itinerary of not less than 1,000 km of special stages; and

**“Meeting”** means an organised assembly of Competitors and Officials and including one(1) or more competitive or non-competitive Events taking place within a defined period at the same venue; and

**“Member Club”** means a club which is a member of MotorSport NZ; and

**“Motorkhana”** means a Competition in which Competitors negotiate a precise course of less than 200 metres, usually defined by flags or cones, designed to test driver skill rather than outright speed or reliability; and

**“MotorSport NZ”** means MotorSport New Zealand Incorporated which has, in accordance with its Constitution and By-laws, delegated the various powers and discretions to be exercised by it under this Code to its Board; and

**“MotorSport NZ Constitution”** means a “Constitution”, “constitution”, “Rules” or “rules” relating to MotorSport NZ, or a “Constitution of MotorSport New Zealand Inc”, or any version or iteration of same, which is registered in Companies Office records regarding MotorSport NZ; and

**“MotorSport NZ IP Licence”** means a licence granted to MotorSport NZ in accordance with Article 5 of the Code and Article 10 of the Code and/or Article 63(3) of the Code (as the case may be), in respect of Commercial Rights relating to an activity permitted or licenced by MotorSport NZ; and

**“MotorSport NZ Operational Principles Policy”** means a written policy approved by MotorSport NZ which;

- (a) records various operating principles, processes and/or guidelines that, expressly or impliedly, apply to various activities by or on behalf of MotorSport NZ under this Code, and
- (b) is published or displayed from time to time by MotorSport NZ, including by e-flag or on MotorSport NZ’s website, and described as the “Operational Principles Policy” or “MotorSport NZ Operational Principles Policy” (or words to that effect): and

**“MotorSport Online”** means the internet based computer program and database system owned and operated by MotorSport NZ for the purpose of the administration of motorsport in New Zealand (<https://online.motorsport.org.nz>); and

**“National Court of Appeal”** means the National Court of Appeal, established by MotorSport NZ from time to time in accordance with Article 124 of this Code; and

**“National Event”** means a Meeting or an Event open to Competitors holding C Grade and/or R Grade Competition Licences or International Competition Licences issued by MotorSport NZ; and

**“National Sporting Calendar”** means the National Sporting Calendar maintained by MotorSport NZ; and

**“Officer”** means any of the Officers of MotorSport NZ set out in Clause 10.1 of the Constitution of MotorSport NZ; and

**“Official”** means any of the persons designated an Official by MotorSport NZ in Appendix One of this Code pursuant to Article 66 or Article 67 of this Code; and

**“Official Bulletin”** or **“Bulletin”** means any document advising important information to Competitors in a Meeting or Event, which must be signed by the Permit Issuing Authority where issued prior to the commencement of a Meeting or Event or otherwise by the stewards, and which:

- (a) if issued before the commencement of the Meeting or Event, must be mailed, faxed, emailed or delivered to each Entrant so as to be received by each Entrant prior to the commencement of the Meeting or Event; or,
- (b) if issued after the commencement of the Meeting or Event, must be communicated to each Competitor which, if reasonable in the circumstances, may be by placing it on an official notice board at the Meeting or Event; and,

which shall thereupon be deemed to be a part of the Supplementary Regulations of the Meeting or Event; and

**“Official Interpretation”** means MotorSport NZ’s interpretation of any provision of an Appendix to this Code or any provision of a Schedule to an Appendix of this Code, which is published by MotorSport NZ pursuant to Article 6 of this Code; and

**“Organising Permit”** means the organising permit issued by MotorSport NZ pursuant to Article 8 of this Code, either to itself or a Member Club as the organiser of a Meeting or Event; and

**“Permit”** means any permit granted by MotorSport NZ under this Code, including in accordance with Part II of this Code, and including (as the context may require):

(a) An Organising Permit for a Meeting or Event; and

(b) A Sanctioning Permit for a Sanctioned Series;

issued by MotorSport NZ in accordance with Article 8 of this Code; and

**“Permit Issuing Authority”** means the authority delegated the responsibility for approving Permits for events, either the Permit Issuing Steward for the region or the MotorSport NZ office, in accordance with Appendix One of the Code; and

**“Publish”** means the dissemination of documents or information to Member Clubs, Competitors or Officials via any means determined by MotorSport NZ at its discretion, whether electronic or hard copy, and including material that appears on the MotorSport NZ public website ([www.motorsport.org.nz](http://www.motorsport.org.nz)) or MotorSport Online. (<https://online.motorsport.org.nz>); and

**“Race”** means an Event held on a closed circuit between more than two(2) vehicles, running at the same time in proximity on the same course, on one(1) surface, where speed or the distance covered in a given time is the determining factor; and

**“Race Series”** means a Series of one(1) or more Race Events; and

**“Rally”** means an Event which is constituted either by a single itinerary, which must be followed by all cars, or by several itineraries converging on the same rallying-point fixed beforehand, and followed by a common itinerary the route of which may include one(1) or several special stages (that is, tests or competitions organised on roads closed to normal traffic, which as a general rule, together determine the general classification of the Rally) the itineraries which are not used for special stages being called “road sections”, and includes a Marathon Rally; and

**“Rally Series”** means a Series of one(1) or more Rallies; and

**“Record Attempt”** means an Event in which an attempt is made to set a record in relation to motoring or motorsport use of a vehicle or vehicles; and

**“Safety Officer”** means an official appointed in lieu of a Steward; where appointed the Safety Officer shall assume the duties and authority of a Steward as they relate to safety only; and

**“Sanctioned Series”** refer Accredited Series

**“Sanctioning Permit”** refer Accredited Permit

**“Series”** means a series of Events the results of which are aggregated to form a single result and includes (but not by way of limitation):

(a) A series of Events the winner of which is awarded the title of “Champion” or some other title in the style of “Champion”;

(b) A Championship;

(c) A Series;

- (d) A Cup;
- (e) A Trophy;
- (f) A Challenge; and

**“Stewards”** means the Stewards of the Meeting appointed by MotorSport NZ for a Meeting or an Event and includes the Stewards of the Meeting when acting in relation to the conduct of a Sanctioned Series of which such Meeting or Event was a round; and

**“Street Race”** means a Race held on a temporary venue whether consisting wholly or partly of roads (as defined in the Transport Act or the Local Government Act) or not; and

**“Street Sprint”** means a ClubSport Event single car sprint held on a road in residential or commercial (industrial or shopping) areas. Cars may be started at intervals, provided no two(2) cars are on the same section of road between marshal points at any one(1) time; and

**“Standing Regulations”** means the regulations applicable to all Meeting and Events prescribed by MotorSport NZ pursuant to Article 7 of this Code; and

**“Supplementary Regulations”** means the regulations issued by the organiser of a Meeting or Event pursuant to Article 17 of this Code; and

**“Trial”** means an Event in which Competitors in vehicles attempt to complete a specific course defined by written route instructions, with close adherence to a speed schedule, the placing in which are decided by reference to accumulated penalties; and

**“Venue”** means any circuit or track for which MotorSport NZ issues Permits for Meetings or Events in accordance with this Code; and

**“Working Day”** Refer to current Holidays Act.

- (2) The name or proposed name given to any Competition by the organiser thereof, shall not for the purposes of this Code, affect the determination of whether such Competition is an Event, or a Meeting, Race, Rally, Record Attempt or Series.
- (3) In the event of any inconsistency or contradiction between any provision of this Code (on the one hand) and any provision of an Appendix or Schedule to an Appendix of this Code (on the other hand), this Code shall prevail.
- (4) This Code, including the obligations of MotorSport NZ and other organisations and individuals identified in this Code, is not intended to contravene Competition Law, and should wherever possible and to the extent possible be interpreted consistently with and not contrary to such Competition Law principles.
- (5) This Code shall bind MotorSport NZ.

### 3. Application:

- (1) This Code governs all motorsport Competitions, Meetings and Events for automobiles in New Zealand or any other territory the FIA has allocated to MotorSport NZ, which is conducted under the authority of MotorSport NZ (pursuant to any MotorSport NZ permit, licence or otherwise) or the FIA. MotorSport NZ has been recognised by the FIA as the sole sporting power for motorsport under the authority of the FIA in New Zealand.



- (2) If any Article or part of an Article in this Code could be construed more broadly then it shall be construed to apply only to motorsport activity in New Zealand or any other territory the FIA has allocated to MotorSport NZ which is conducted under the authority of MotorSport NZ or the FIA.
- (3) **In Relation to International Series, Meetings or Events:**
- (a) Notwithstanding Article 3(1) above, this Code will not apply to the extent that it is clear from the provisions of this Code that only particular parts of this Code apply, or that some parts do not apply, to International Series, International Meetings and International Events.
  - (b) Notwithstanding Article 3(1) above, this Code will not apply to International Series, International Meetings and International Events, or any other category of motorsport activity which MotorSport NZ has, with the FIA's approval, delegated to any other entity (except to the extent that the other entity has, with MotorSport NZ's approval and authority, adopted or incorporated some or all of this Code).
  - (c) No International Event under the authority of MotorSport NZ or the FIA may be conducted in New Zealand without an International Permit. All applications for an International Permit and all correspondence to and communication with the FIA in connection with an International Event or International Permit under the authority of the FIA in New Zealand must be made by and through MotorSport NZ at all times. All International Events under the authority of MotorSport NZ and/or the FIA must be conducted in accordance with the International Sporting Code, any breach of which shall be deemed a breach of this Code and vice versa.
  - (d) All International Record Attempts in New Zealand under the authority of MotorSport NZ or the FIA shall be conducted in accordance with Appendix D of the International Sporting Code.
- (4) Notwithstanding Article 3(2) of this Code, if MotorSport NZ with the FIA's approval delegates to any other entity any aspect of MotorSport NZ's responsibilities regarding any particular category of motorsport activity, MotorSport NZ may agree to allow that other entity to rely on or replicate any part of this Code or agree to allow that other entity to rely on or replicate any part of this Code or agree to allow that other entity to make use of processes provided for under the Code, on such terms as MotorSport NZ sees fit. Unless MotorSport NZ expressly agrees otherwise, that other entity and not MotorSport NZ will be responsible for any motorsport activity authorised by that other entity, and MotorSport NZ does not itself authorise, or assume any responsibility for, any of the activities of that other entity.
- (5) It shall be a condition of any Permit, approval consent, dispensation, waiver or exemption granted by MotorSport NZ that the organiser of the Series, Meeting or Event comply with all statutes, regulations, ordinances, resource consents or by-laws applicable to the organiser or the Series, Meeting or Event together with all and any contractual obligations entered in to by and binding upon the organiser of the Series, Meeting or Event and any breach of any such statute, regulation, ordinance, resource consent, by-law or contractual obligation shall be deemed to be a breach of this Code.
- (6) MotorSport NZ may, in its discretion, grant to the organiser of any Series, Meeting or Event (including itself) such dispensation, waiver or exemption from any of the provisions of this Code as may be necessary or desirable to accommodate any extraordinary features of the Series, Meeting or Event which may not be contemplated by this Code provided such feature is not contrary to any provision of this Code.

- (7) The onus of complying with this Code and a Permit issued by MotorSport NZ shall at all times be upon the organiser of any Series, Meeting or Event.
- (8) The processes of the Clerk of the Course, Event Director, Race Director or Stewards shall not be deemed invalid, by reason of some procedural error or deficiency, provided there has been no demonstrable prejudice to the Competitor.
- (9) Operational principles, processes and guidelines: MotorSport NZ and its representatives, agents and delegates on its behalf should seek to act, in accordance with any MotorSport NZ Operational Principles Policy (as defined in this Part I of this Code).
  - (a) If and to the extent that any MotorSport NZ Operational Principles Policy expressly provides that some or all of the principles, processes and/or guidelines it contains are enforceable as if they were themselves part of this Code and enforceable under this Code then they shall be enforceable on that basis to the extent permissible by law.
  - (b) Otherwise any such MotorSport NZ Operational Principles Policy shall comprise guidelines only, and shall not in itself be enforceable under this Code.
  - (c) Where there is any conflict between the terms of this Code and any MotorSport NZ Operational Principles Policy the terms of any such policy shall where possible be interpreted in a way that is consistent with the terms of this Code but otherwise the terms of this Code shall prevail.

4. **Amendment to this Code:** MotorSport NZ may amend this Code and any Appendix to this Code and any Schedule to any Appendix of this Code at any time and from time to time. All amendments to this Code shall be published by MotorSport NZ by publishing a Manual Amendment and shall become effective on the date nominated by MotorSport NZ which date may at MotorSport NZ's option in its absolute discretion, be before or after the date of publishing.

5. **MotorSport NZ IP Licence (to use Commercial Rights):** The legal owners (other than MotorSport NZ) of all Commercial Rights in respect of any circuit, venue or course, Sanctioned Series, Meeting or Event held in New Zealand under the authority of any permit, licence or other authority issued by MotorSport NZ and/or under the authority of the FIA grant to MotorSport NZ (in accordance with the relevant permit, licence or other authority), a MotorSport NZ IP Licence.

- (1) A MotorSport NZ IP Licence:
  - (a) binds the grantor of the MotorSport NZ IP Licence, and all their lawful successors and assigns;
  - (b) is a non-exclusive licence to use all of the Commercial Rights owned, controlled or otherwise provided by the grantor in connection with the circuit, venue or course, Sanctioned Series, Meeting or Event to which any Permit or Licence relates;
  - (c) Entitles MotorSport NZ to use all of the Commercial Rights associated with any such circuit, venue or course, Sanctioned Series, Meeting or Event for such purposes as MotorSport NZ sees fit that relate to advertising, promotion and operation of those places or activities, or for advertising, promotion or operation of MotorSport NZ activities or motorsport generally.

- (d) applies subject to the terms set out in this Article 5 of the Code, and in Article 10 of the Code and/or Article 63(3) of the Code (as the case may be);
  - (e) comes into effect with immediate effect, in accordance with the commitments given by all permit and licence holders to comply with the terms of this Code.
- (2) Until such time as a MotorSport NZ IP Licence comes into effect in accordance with Article 5(1)(e) of this Code (and including if, despite Article 5(1)(e) of this Code, any such MotorSport NZ IP Licence does not come into effect until licensees or permit holders are issued or reissued new licences or permits after the provisions of this Code relating to MotorSport NZ IP Licences come into effect), MotorSport NZ shall continue to hold, at its sole option (and to the extent that MotorSport NZ maintains that it holds such rights), the same intellectual property rights that it held prior to the amendments to this Code granting a MotorSport NZ IP Licence, as if those amendments had not yet come into effect.
- (3) MotorSport NZ may exercise its rights under a MotorSport NZ IP Licence itself, or through its agents or delegates, or through the FIA.
6. **Official Interpretation:** MotorSport NZ may in its discretion as any particular circumstances may make necessary or desirable, interpret any provision of any Appendix to this Code or any provision of any Schedule to an Appendix of this Code. All such interpretations shall be made in writing and published by MotorSport NZ and shall have persuasive effect upon the organiser or any Official of a Sanctioned Series, Meeting or Event.
7. **Standing Articles and Regulations:**
- (1) MotorSport NZ shall in Appendix One of this Code, from time to time prescribe standing Articles for Race, Rally and ClubSport Series (but without prejudice to the provisions of Article 11(8)).
  - (2) MotorSport NZ shall in Appendix Two of this Code, from time to time prescribe Standing Regulations for Safety.
  - (3) MotorSport NZ shall in Appendix Three of this Code, from time to time prescribe Standing Regulations for Rallies.
  - (4) MotorSport NZ shall in Appendix Four of this Code, prescribe from time to time Standing Regulations for Race Meetings and Events.
  - (5) MotorSport NZ shall in Appendix Five of this Code, from time to time prescribe Standing Regulations for ClubSport Events.
  - (6) MotorSport NZ shall in Appendix Six of this Code, from time to time prescribe Standing Regulations for Historic and Classic competition Events.
  - (7) MotorSport NZ shall in Appendix Seven of this Code, from time to time prescribe Standing Regulations for the conduct of national record attempts (published as a separate publication).

Amendment Number	Date Published	Date Implemented	Article Number
<a href="#">36085</a>	2 July 2024	2 July 2024	Article 18 - Amendments
<a href="#">36060</a>	1 August 2023	1 August 2023	Article 22 - Entry
<a href="#">36022</a>	13 November 2020	13 November 2020	Article 15 - Insurance

**Note:** Amendments will be *visually highlighted* for a duration of 12 months starting from the implementation of each amendment. Text changes made for grammatical and/or formatting purposes will not be subject to highlighting.

## NATIONAL SPORTING CODE – PART II – COMPETITIONS

### 8. Permits:

- (1) MotorSport NZ shall issue Sanctioning Permits for Series and all types of Organising Permits (including ClubSport Basic permits), as detailed in Appendix One Schedule E, either to itself or to Member Clubs (to the exclusion of any other person, firm or company).
- (2) MotorSport NZ shall consider and grant or decline all applications for Permits for Series, Meetings and Events solely upon the grounds set out in Article 12 of this Code.
- (3) No person firm or company other than MotorSport NZ or a Member Club may apply for or be issued with a Permit.
- (4) No Meeting or Event may be held without an Organising Permit.
- (5) No holder of a MotorSport NZ Competition Licence or Officials Licence may in connection with any competition or participation in, or contribution to the organisation of, a Meeting or Event or other motorsport activity for which MotorSport NZ has not issued an Organising Permit, be involved in a manner that expressly or impliedly suggests that the Meeting or Event or activity, their or any other party's role, involvement, or suitability, is in any way authorised or endorsed by, or operated under the authority of, MotorSport NZ or the FIA.
- (6) No Member Club may in connection with any Meeting or Event or other motorsport activity for which MotorSport NZ has not issued an Organising Permit, may be involved in a manner that expressly or impliedly suggests that the Meeting or Event or activity, their or any other party's role, involvement, or suitability, is in any way authorised or endorsed by, or operated under the authority of, MotorSport NZ or the FIA.
- (7) Any Series may, at the organiser's option, be held without a Sanctioning Permit and nothing in this Code shall be read or construed as requiring the organiser of a Series to apply for a Sanctioning Permit.
- (8) Without affecting in any way a Competitor's rights of protest, complaint or appeal on any matter arising from the conduct of a Meeting or Event, which is a round of a Series that is not a Sanctioned Series, the articles, rules or regulations of such a Series shall be unenforceable under this Code.

**9. Conduct of Series, Meeting and Events:**

- (1) All Meetings and Events are to be conducted in accordance with:
  - (a) This Code; and
  - (b) The Organising Permit issued to the organiser of the Meeting or Event; and,
  - (c) The Standing Regulations and Supplementary Regulations (if any) applicable to the Meeting or Event; and,
  - (d) (So far as the same may apply to the conduct of the Meeting or Event) the Articles of any Sanctioned Series, a round of which is to be held at the Meeting or Event.
- (2) All Series are to be conducted in accordance with:
  - (a) This Code; and,
  - (b) (So far as the same may apply to the organisation of the Series) the Organising Permit issued to the organiser of the Meeting or Event at which a round of the Series is to be held; and,
  - (c) (So far as the same may apply to the organisation of the Series) the Standing Regulations and Supplementary Regulations (if any) applicable to the Meeting or Event at which a round of the Series is to be held; and,
  - (d) The Sanctioning Permit (if any) issued to the organiser of the Series; and,
  - (e) The Series Articles.
- (3) No demonstration or performance whether involving an automobile or not, shall be permitted at any Series, Meeting or Event unless that demonstration or performance has been specifically permitted in writing by MotorSport NZ prior to the commencement of the Series, Meeting or Event.

Where approval is granted this shall be recorded on;

- (a) The permit issued for the Series, Meeting or Event, or
- (b) An addendum to the permit issued by MotorSport NZ.

**10. MotorSport NZ IP Licence:**

- (1) The holder of any Permit under this Code grants to MotorSport NZ a MotorSport NZ IP Licence, in accordance with Article 5 of this Code and this Article 10 of this Code.
- (2) The MotorSport NZ IP Licence:
  - (a) applies to all Commercial Rights that the holder of a Permit owns, holds or controls, or otherwise has the permission of the owner to use, in connection with its activities in accordance with the Permit.
  - (b) comes into effect when MotorSport NZ grants the relevant Permit.
  - (c) continues in effect until the end of the period for which the Permit is granted; and

- (d) further continues in effect (notwithstanding Article 10(2)(c) above) indefinitely with respect to Commercial Rights (including rights regarding words or images) that have been used by MotorSport NZ pursuant to the MotorSport NZ IP Licence during the term of the Permit.
- (3) If for any reason (whether insolvency or otherwise) the grantor of the MotorSport NZ IP Licence ceases to fulfil or cannot fulfil their obligations under the relevant Permit then at MotorSport NZ's sole option MotorSport NZ may continue to use and/or sub-licence the use of those Commercial Rights to any other party in connection with the activities that are subject to the Permit, so far as MotorSport NZ considers it is necessary to allow any MotorSport NZ or FIA permitted, sanctioned, traditional or generally regular calendar event or activity to proceed.
- (4) Each entity that grants a MotorSport NZ IP Licence:
  - (a) warrants to MotorSport NZ that they own, hold, control all Commercial Rights, or otherwise have the permission of the owner of, any relevant Commercial Rights to which the MotorSport NZ IP Licence applies; and
  - (b) agrees to indemnify and hold harmless MotorSport NZ (and any associated entities or individuals relying on the MotorSport NZ IP Licence) in respect of any claim or action by any other party in relation to the use of Commercial Rights pursuant to the MotorSport NZ IP Licence.
- (5) If MotorSport NZ and the grantor of a MotorSport NZ IP Licence agree that any Permit appears to be capable of commercial exploitation for gain, then they may enter into a separate document comprising a MotorSport NZ IP Licence on terms consistent with this Article 10 of the Code, but otherwise as agreed between the parties.
  - (a) If the terms of such a separate licence are agreed, and the document is signed and currently in effect, then it shall comprise the relevant MotorSport NZ IP Licence for the purposes of this Code.
  - (b) But unless and until any separate licence is executed and in force between those parties the MotorSport NZ IP Licence provided for in Article 5 and Article 10(1)-10(4) of this Code applies.

#### **10.1 Licence to Use MotorSport NZ Commercial Rights Implied by Permit:**

- (1) Every Permit issued by MotorSport NZ shall in relation to the Sanctioned Series, Meeting or Event in respect of which the Permit is issued, imply an exclusive, nonassignable licence to the organiser thereof under the Commercial Rights to use the same in New Zealand together with a non-exclusive, non-assignable licence to use such trademarks as are owned or controlled by MotorSport NZ and shall grant to the organiser such further rights and licences as may be necessary or desirable for the organiser to hold itself and the Series, Meeting or Event out as sanctioned or authorised by MotorSport NZ, in each case in such form and style and upon and subject to such terms and conditions as MotorSport NZ may reasonably determine are necessary or desirable to ensure that the conduct of the Series, Meeting or Event is fair and safe.
- (2) Permits may be issued by MotorSport NZ only to itself or to organisers of Series, Meetings or Events, which are Member Clubs. Member Clubs to whom a Permit has been granted may however, with MotorSport NZ's prior consent (which consent shall be evidenced by the issue of the Permit), grant a sub-licence or sub-licences under the Commercial Rights to any sponsor or sponsors or commercial promoter or promoters of the Series, Meeting or Event, at all times upon and subject to such terms and conditions as MotorSport NZ may reasonably determine are necessary or desirable to ensure that the conduct of the Series,

Meeting or Event is fair and safe.

**11. Application For and Types of Permits:**

- (1) MotorSport NZ shall in Appendix One, prescribe from time to time the types of Permits to be issued and to whom and by such deadlines application is to be made and the application and any other fees payable when making application for a Permit (which fees shall be payable whether or not MotorSport NZ exercising its power under Article 12 subsequently issues the Permit applied for or not).
- (2) The type of Permit required for a particular Series, Meeting or Event shall in each case, be determined by MotorSport NZ.
- (3) MotorSport NZ may at any time issue to itself a Permit of any kind.
- (4) The provisions of this Article 11 shall not apply to Permits for International Series, International Meetings, or International Events held under the authority of the FIA, and applications for and all matters in connection with which (including the Commercial Rights), are within the control of the FIA pursuant to the International Sporting Code.
- (5) MotorSport NZ shall in Appendix One, prescribe from time to time the fees payable to MotorSport NZ by organisers of International Meetings and International Events (held under the authority of the FIA) for MotorSport NZ making application to the FIA for a Permit for such Meetings or Events, which fees may, in MotorSport NZ's discretion be refunded in whole or part in the event the FIA declines the application.
- (6) Without prejudice to the organiser's obligations to comply with Part VI of this Code, the organiser of any Meeting or Race Event to be held on any new venue (being a venue which has not been used for any Meeting or Event before) must have the venue inspected by such person as may be nominated by MotorSport NZ before applying for a Permit.
- (7) MotorSport NZ shall in Appendix One of this Code, prescribe from time to time the method(s) upon which applications for Permits are to be made and the supporting material and information to accompany such applications.
- (8) Nothing in this Code shall be read or construed as restricting MotorSport NZ or any Member Club from organising a Sanctioned Series comprising Races, Rallies and ClubSport Events (or any combination thereof) and only one(1) Sanctioning Permit shall be required for any such Sanctioned Series.

**12. Issue of Permit:**

- (1) Without prejudice to MotorSport NZ's right to decline an application pursuant to paragraph (2) or (3) of this Article, each application for a Permit shall be considered by MotorSport NZ taking into account:
  - (a) The conformity of the proposed Series, Meeting or Event with this Code and with the Standing Articles or Standing Regulations applicable to the Series, Meeting or Event; and
  - (b) Such other matters as may be relevant to ensure that the conduct of the Series, Meeting or Event is fair and safe (including the availability of appropriate officials with appropriate qualifications).
- (2) Any application for a Permit from a Member Club which is more than three(3) months in arrears in payment of any levy, fee or penalty of any kind due and owing to MotorSport NZ, may at MotorSport NZ's option be declined.

- (3) Any application for a permit from a Member Club that conflicts in dates with International Meetings or Events, MotorSport New Zealand Championship Meetings or Events, or the MotorSport New Zealand Annual General Meeting, may at MotorSport NZ's option be declined.
- (4) MotorSport NZ may grant more than one(1) permit where there are conflicting dates if, having regard to the requirements of Appendix One Schedule E, the applicant can satisfy MotorSport NZ that (despite the clash of dates) officials with appropriate qualifications and experience will be available, to ensure that safety and sporting fairness standards under this Code can be met.

- 13. **Postponement or Cancellation of Meeting or an Event:** Unless prior approval has been given by MotorSport NZ, no Meeting or Event may be postponed or cancelled unless provision for doing so has been made in the Supplementary Regulations, or unless it is cancelled by the Stewards of the Event for reasons of force majeure or safety.
- 14. **Cancellation of a MotorSport NZ Championship Round:** Without prejudice to Article 13 of this Code, any organiser proposing to cancel a Meeting or Event at which a round of a MotorSport NZ championship is to be held must advise MotorSport NZ not less than thirty(30) days prior to the date of the Meeting or Event and provide all relevant information in relation to its proposal to cancel the Meeting or Event. In cancelling the Meeting or Event, the organiser grants to MotorSport NZ an option to organise a Meeting or Event in replacement thereof.
- 15. **Insurance:** Issue of a Permit in respect of a Meeting or Event provides the organiser with cover under MotorSport NZ's Public Liability Insurance Policy in force from time to time. All competitor(s) and entrants assume the risk of incidents and accidents at Meetings or Events and acknowledge and agree (by way of example and not limitation) that if their property actions or omissions have caused or resulted in a claim against this Public Liability Insurance policy they may be required to pay for that damage less any recovery under that policy on request and independent of any disciplinary action or sanction by the Meeting or Event Organiser, or by MotorSport NZ.
- 16. **Knowledge and Respect of Rules:** Every person, firm, corporation or Member Club associated with a Sanctioned Series, Meeting or an Event, whether as organiser, Official or Competitor and whether a Licence holder or not, shall be deemed to be acquainted with and bound by this Code, the Articles of the Series, the Standing Regulations and the Supplementary Regulations of the Meeting or Event (if any), and shall submit to all penalties which may be lawfully imposed as a result or consequence of any breach thereof.
- 17. **Supplementary Regulations:** The organisers of all International and National status Meetings and Events, and all Street Sprints and Races on temporary venues (regardless of status) must, in accordance with the requirements and procedures set out in the Appendices of this Code applicable to the Meeting or Event, issue and publish their own Supplementary Regulations (being regulations which are supplementary to the Standing Regulations prescribed by MotorSport NZ).

The Supplementary Regulations must at all times contain the relevant statements and information set out in the Appendices of this Code applicable to the Meeting or Event.

- 18. **Amendment to Supplementary Regulations and Sanctioned Series Articles:**

- (1) **Supplementary Regulations:**



- (a) Without prejudice to paragraph (1)(b) of this Article, no organiser of a Meeting or Event may amend the Supplementary Regulations (if any) after the date listed for the opening of entries unless all Entrants in the Meeting or Event agree in writing to such amendment and:
    - (i) In the case of all amendments (except modifications to the initial itinerary of an Event route) intended to be made before the commencement of the Meeting or Event, the Permit Issuing Authority approves the amendment; and
    - (ii) In the case of all amendments intended to be made after the commencement of the Meeting or Event, the Stewards approve the amendment.
  - (b) Notwithstanding the provisions of paragraph (1)(a) of this Article, the Supplementary Regulations of a Meeting or Event may be amended for reasons of safety or force majeure or to give practical effect to or correct any manifest error in or omission from the Supplementary Regulations as follows:
    - (i) Up until the commencement of the Meeting or Event, by the Permit Issuing Authority; and
    - (ii) After the commencement of the Meeting or Event, by the Stewards.
  - (c) No amendment to the Supplementary Regulations of a Meeting or Event shall be valid unless made by way of Official Bulletin according to the procedures set out in the definition of “Official Bulletin” in Article 2 of this Code.
- (2) **Accredited Series:** No organiser of an Accredited Series may amend the Articles of the Series after the date listed for the opening of entries in the Series unless MotorSport NZ deems such amendment is in the best interests of the sport.

Following any such amendment, MotorSport NZ shall advise the Series Coordinator in writing. The Series Coordinator shall immediately notify in writing all Accredited Series entrants of the amendment.

19. **Duration of Meetings and Events:** Every Meeting and Event commences at the beginning of administrative checking or scrutineering (if any; remote safety audits will be deemed to be part of the Event), whichever is the earlier, includes practice or reconnaissance, and ends at the later of:
- (1) The conclusion of post-Meeting or post-Event scrutineering; or,
  - (2) Expiry of the time for lodging protests and appeals; or,
  - (3) The conclusion of any investigations or hearings; or,
  - (4) The conclusion of official prize giving.
20. **Information to be contained in the Programme:** An official programme is discretionary, and is for public information only. The following is recommended to be contained in the official programme (if any) of a Meeting or an Event:
- (1) (A statement that the Meeting or Event will be held under this Code, the Standing Regulations and an Organising Permit issued by MotorSport NZ and that it is authorised and sanctioned by MotorSport NZ;
  - (2) The name of the organising Member Club;

- (3) The venue, date and timetable of the Meeting or Event;
- (4) A brief description of the Meeting or Event;
- (5) The names of the Entrants and the Competitors with the numbers of their competing vehicles together with all details of groups and classes of competing vehicles.

**21. Entries:**

- (1) The submission of an entry to a Sanctioned Series, Meeting or Event to the organiser thereof shall be deemed to be an offer by the intending Entrant to the organiser which the organiser may, in its discretion, accept or decline, subject however to the organiser or where specifically provided for the identified electronic address of the organiser, observing and complying with the terms and conditions of its invitation to enter, the Standing Regulations, its Supplementary Regulations (if any), or Series Articles, and without prejudice to the organiser's obligations at law and in equity. If the organiser of the Meeting or Event publishes no deadline for the closing of entries or late entries, the Entrant may submit entries in person on the day of the Meeting or Event. If a deadline for the closing of entries or late entries is published by the organiser, entries must be submitted by the entry method stipulated by the organiser to the published address (physical or electronic) of the organiser prior to such deadlines provided that an entry made electronically shall be deemed to have been made at the time and date it is actually received.
- (2) Upon acceptance of the entry by the organising committee, a contract between the Entrant and organiser shall come into existence whereby the Entrant agrees to take part in the Sanctioned Series, Meeting or Event for which they have entered and the organiser agrees to fulfil in respect of the Entrant, all the conditions of the entry subject however to force majeure.
- (3) No Competitor may organise or participate in any boycott of any kind in relation to any Meeting or Event.
- (4) Without prejudice to any of the organiser's available rights or remedies, any Competitor whose entry in any Meeting or Event has been accepted and who or which then fails to take part in that Meeting or Event, shall be in breach of this Code unless such failure to take part is due to force majeure.
- (5) Any Competitor who has signed or otherwise provided electronic acknowledgement of the Entrant's entry criteria (and who thereby shall be deemed to have agreed to drive in the Meeting or Event in which the entry is made), then fails to drive in that Meeting or Event and drives in another Meeting or Event on the same day at another venue, shall be in breach of this Code.
- (6) Subject to paragraph (7) of this Article, the organiser of an Event which is a round of a Sanctioned Series must not knowingly, accept an entry from, or allow any Competitor or competing vehicle to compete in the Event, if such Competitor or competing vehicle is not eligible for and entered in the Sanctioned Series.
- (7) The restriction set out in paragraph (6) of this Article shall not apply to organisers of Events who have made entry in the Event also open to other Competitors and competing vehicles who or which the organiser does not require to be eligible for and entered in the Sanctioned Series.

**22. Entry:** MotorSport NZ shall in the Appendices of this Code, from time to time prescribe standard entry information to be used by Member Clubs organising Meetings and Events. Each entry must be signed or otherwise electronically acknowledged by the Entrant when submitted and by each

Competitor before the commencement of the Meeting or Event.

**23. Receipt of Entries:**

- (1) The organiser of any Meeting or Event may publish the Supplementary Regulations (if any) as soon as those Supplementary Regulations in respect of the Meeting or Event are approved by the Permit Issuing Authority and may receive entries up to the specified first closing date in its invitation to enter or Supplementary Regulations. At the absolute discretion of the organiser entries may be received after the first closing date upon payment of additional late entry fee provided that no entries are accepted after the end of Event or Meeting documentation period.

The invitation to enter or the Supplementary Regulations may provide that the date for nomination of competitors may be later than the closing date of entries, provided that such time shall not be later than the end of Event or Meeting documentation period.

**24. Entry Containing a False Statement:** It shall be a breach of this Code to submit an entry which contains a false, misleading or deceptive statement and any such entry shall be of no effect.

**25. Refusal of Entry:**

- (1) Subject at all times to any obligations owed by the organiser of a Sanctioned Series, Meeting or Event:

- (a) At law or in equity; or
- (b) Arising out of the Series' Articles; or
- (c) Arising out of the organiser's invitation to enter (if any); or
- (d) Arising out of the Standing Regulations; or
- (e) Arising out of the organiser's Supplementary Regulations (if any);

Nothing in this Code shall be read or construed so as to oblige the organiser to accept any entry in the Sanctioned Series, Meeting or Event or (if refusing any entry) to give its reasons for doing so, subject however to the organiser complying with paragraphs (2) and (3) of this Article.

- (2) Any organiser who declines an entry to a Meeting or Event entry which:
  - (a) Must be made no later than five(5) Working Days before the date of the Meeting or Event, must notify the intended Entrant that the entry is declined not later than two(2) Working Days after receipt of the intended Entrant's entry and in any event, not later than three(3) Working Days before the Meeting or Event;
  - (b) May be made on the day of the Meeting or Event, must notify the intended Entrant to this effect not later than one(1) hour after receipt of the entry.
- (3) Any organiser of a Sanctioned Series declining any entry thereto, must notify the intended Entrant to this effect no later than three(3) Working Days before the round of the Series next following the date of receipt of the intended Entrant's entry.

**26. Conditional Entries:**

- (1) The Supplementary Regulations (if any) of any Meeting or Event may provide that entries can be accepted upon certain conditions including (where there is a limitation as to the

number of starters) that a vacancy among the other entries must first arise. Conditional acceptance of an entry must be notified to the Entrant by the organiser no later than two(2) days after the closing of entries.

- (2) Should the number of entries received exceed the maximum number specified in the organiser's invitation to enter or Supplementary Regulations (if any), those to be accepted shall be selected either as provided in the invitation to enter or Supplementary Regulations or according to the order in which they were received. Those entries declined may nevertheless be accepted as reserves.

27. **Closing of Entries:** The date and time for the final receipt of entries must be clearly stated in the organiser's invitation to enter or Supplementary Regulations (if any).

28. **Publishing of Entries:** The organiser must not enter on the official programme (if any) or publish as entered the name of any Entrant or Competitor in respect of whom the organiser has not received a duly completed entry form.

29. **Disputes Regarding Entries:**

- (1) Once an entry has been accepted, any dispute between the Entrant or Competitor (on the one hand) and the organiser (on the other hand) regarding an entry arising prior to the commencement of the Meeting or Event shall be adjudged by MotorSport NZ. Once the Meeting or Event has commenced this shall be adjudged by the Stewards of the Meeting.
- (2) In no case may a Competitor or competing vehicle who or which has been found to have been incorrectly entered compete in a Meeting or an Event before any protest or appeal has been adjudged or dealt with.

30. **Results:**

- (1) The organiser of a Meeting or Event must publish and distribute a complete set of the results of the Event (whether such results are final or not) as follows:
  - (a) In the case of Events which are a round of a MotorSport NZ Championship:
    - (i) To MotorSport NZ by telephone, email or facsimile no later than the first Working Day following the Event; and,
    - (ii) To each Competitor in the Event, by making them available for collection at the Event venue within a reasonable time after the conclusion of the Event, or (at the organiser's option) by placing them on the MotorSport NZ web site, emailing or mailing them to each Entrant within 14 days of the Event; and,
  - (b) In the case of National status Events which are not a round of a MotorSport NZ Championship, to each Competitor in the Event by making them available for collection at the Event venue within a reasonable time after the conclusion of the Event, and (at the organisers option) by placing them on the organiser's website (or such other website as detailed in the Event Supplementary Regulations), or emailing or mailing them to each Entrant within 21 days of the Event;
  - (c) In the case of Events in respect of which MotorSport NZ has given specific directions as to the publication and distribution of results, in accordance with such directions;
  - (d) In the case of all other Events, to such Competitors as may request them, and (at the organisers option) by placing them on the organiser's website (or such other

website as detailed in the Event Supplementary Regulations (if any)).

- (2) The organiser of a Sanctioned Series must publish and distribute a complete set of points, results in the Series (whether such results are final or not) to MotorSport NZ and to each Entrant in the Series via the MotorSport NZ website and (at the organisers option) by placing them on the organiser's website (or such other website as detailed in the Event Supplementary Regulations), or by email or mail within three(3) Working Days of the conclusion of each round of the Series.

**31. Publication of Results:**

- (1) When published, all results are to be timed, dated and signed by the Clerk of the Course, or Assistant Clerk of the Course, or in their absence, the Stewards.
- (2) Without prejudice and in addition to the Competitor's right to protest set out in Part IX of this Code, any Competitor in the Event who believes there is an arithmetical error in or omission from the results of the Event may within thirty(30) minutes of the publication of the provisional results of an Event, request the Clerk of the Course in writing (on such form as the Clerk of the Course shall provide for the purpose) to check the results of the Event. The Clerk of the Course must check, if necessary amend the results and notify the Competitor as to the outcome of such checking.
- (3) Notwithstanding any other provision of this Code, all results of an Event which are published shall be subject to the hearing of any inquiries, complaints, protests or appeals concerning the conduct of the Event and of any technical inspections of any competing vehicle in the Event, and shall become final when the hearings or inspections have been concluded and the results of such hearings or inspections are published.
- (4) Should an organiser, in the Supplementary Regulations or other official document of a Meeting or an Event, announce an intention to publish the results at a certain time and place, such time shall be determined as the publication time. Should the organiser then be unable to publish the results at that time for any reason, the organiser must publish at that time and place a statement as to its revised intention to publish the results.
- (5) The expression "publication of results" shall mean the official release of the results of any Meeting or Event by the organiser thereof.

- 32. Starts:** Each Event shall start the moment that the starting signal is given. In the case of timed Event, timing must commence (in the case of standing start Events) when the signal to start is given or (in the case of rolling start Events) when the first competing vehicle crosses the start line.

- 33. Types of Start:** All Events must start by way of either:

- (1) A standing start; or
- (2) A rolling start.

- 34. Crossing a Control Line:** Where employed, the automatic timing system of an event shall be the primary method of determination as to when a competing vehicle has crossed a control line. The time shall be taken at the moment when the timing system is activated by the competing vehicle. Where an automatic timing system is not used, or fails, during an event, the time shall be taken when the leading edge of the vehicle passes over that line.

**Note:** *The appointment of a Judge of Fact Finish in accordance with Article 86(1)(b) is strongly recommended.*

Amendment Number	Date Published	Date Implemented	Article Number
<a href="#">36066</a>	1 September 2023	1 September 2023	Article 36
<a href="#">36061</a>	1 August 2023	1 August 2023	Article 37

**Note:** Amendments will be **visually highlighted** for a duration of 12 months starting from the implementation of each amendment. Text changes made for grammatical and/or formatting purposes will not be subject to highlighting.

### **NATIONAL SPORTING CODE – PART III – ENTRANTS AND COMPETITORS**

- 35. Entrants:** All Entrants must be aware of and abide by this Code and the Articles governing the Sanctioned Series and the Standing Regulations governing the Meeting or Event in which they are entered and in particular:
- (1) Must, if the Entrant is not also the Competitor, possess an Entrants Licence issued by MotorSport NZ;
  - (2) Must sign or electronically acknowledge the entry and pay the required entry fee;
  - (3) Must agree to be bound by the provisions of this Code;
  - (4) Shall have the right of protest and the right of appeal but may agree in writing to their Competitor(s) lodging a protest or appeal;
  - (5) Must, if the Entrant is not also the Competitor, prior to the Meeting or Event appoint a person to represent them at the Meeting or Event provided that such appointment must be in writing and be produced on the demand of any Official of the Meeting or Event and provided further that any such appointment shall not remain in effect for a term of more than one(1) year; and
  - (6) Shall be responsible at all times for the actions of the Entrant's Competitor(s), pit and service crews and for the payment of any fines levied on any of them.
- 36. Competitors:** All Competitors must be aware of and abide by the Articles governing the **Accredited** Series, the Standing Regulations and the Supplementary Regulations (if any) for the Meeting or Event in which they are entered and in particular must:
- (1) Hold a current, valid Competition Licence of the grade required by this Code for the Meeting or Event entered which Licence must be available for inspection by any Official of the Meeting or Event at all times during the Meeting or Event;
  - (2) Have presented either in person or on their behalf, their Licence and proof of membership of a Member Club at scrutineering or administrative checking prior to the Meeting or Event entered;
  - (3) Wear the required protective clothing approved for the Meeting or Event entered;
  - (4) Decline to compete in a competing vehicle, which they know to be ineligible for the Meeting or Event entered;

- (5) Not enter more than one(1) Meeting or Event at different venues on the same day unless they hold the permission of MotorSport NZ;
- (6) At all times obey the instructions of any authorised Official of the Accredited Series, Meeting or Event and take any disputes with such Officials to (in the case of an Accredited Series) the Series Coordinator, or (in the case of a Meeting or Event) the Clerk of Course;
- (7) Be present at any meetings or briefings where this is required by the Articles, the Standing Regulations or Supplementary Regulations (if any) or by the Stewards and, unless by prior agreement with the organiser, at any prize-giving or ceremony where their presence is required by such Articles or Standing Regulations or Supplementary Regulations;
- (8) Not rely on a MotorSport NZ Competition Licence, or in any way suggest or imply authorisation or endorsement by MotorSport NZ or the FIA, in respect of any participation in Meetings and Events or other motorsport activity at venues other than at venues licensed by MotorSport NZ for particular Meetings, Events or other motorsport activity;
- (9) Not rely on a MotorSport NZ Competition Licence, or in any way suggest or imply authorisation or endorsement by MotorSport NZ or the FIA, in respect of any participation in Meetings and Events or other motorsport activity other than at Meetings, Events or other motorsport activity which have been authorised by MotorSport NZ by the issue of a Permit;
- (10) Comply at all times with the contents of this Code and in particular the code of driving conduct which may be applicable to the Meeting or Event by virtue of Appendix Four of this Code; and
- (11) All competitors between the ages of 12 and 16 are required at the time of application and renewal of a MotorSport NZ competition licence to produce the written consent of one(1) parent or the Competitor's legal guardian (such consent being in a form prescribed by MotorSport NZ from time to time).

The minimum age at which a competitor may be licensed or eligible to compete is 12 years of age.

MotorSport NZ shall in Appendix One Schedule L of this Code, from time to time prescribe conditions and Meeting and Event restrictions pertaining to competitors between the ages of 12 and 16 years.

- (12) Retain and present on demand to Stewards of the Meeting or Event, Event Director / Race Director / Clerk of the Course any hearing notification of decision forms pertaining to the current licence which contain a current penalty of licence endorsement.
- (13) Accept responsibility for the presentation of their competing vehicle insofar as:
  - (a) The vehicle conforms to the Articles governing the Sanctioned Series and the Supplementary Regulations covering the Meeting or Event including any covering the specification of the competing vehicle;
  - (b) The competing vehicle is in a clean and safe condition;
  - (c) The competing vehicle's Competition numbers are displayed and positioned in accordance with the Standing Regulations, or appropriate Sanctioned Series Articles or Supplementary Regulations (if any).
- (14) The competitor shall be responsible for all acts or omissions on the part of any person taking part in, or providing a service in connection with, an event or a championship on

their behalf, including in particular their employees, direct or indirect, their drivers, mechanics, consultants, service providers or passengers, as well as any person to whom the competitor has allowed access to the Reserved areas.

**37. Change and Nomination of Competitor and Change of Competing Vehicle:** Unless specifically prohibited by the Supplementary Regulations (if any) or by the Articles of any **Championship or Accredited Series**, any Entrant may, up to thirty(30) minutes prior to commencement of any Event, with the prior consent of the **Clerk of the Course** of the Meeting or Event (and in the case of a Meeting or Event which is a round of such a Series, the prior consent of both the **Clerk of the Course of the Meeting** and the organiser of the **Championship or Accredited Series**):

- (1) Nominate the Competitor or change the Competitor nominated by the Entrant, to drive the Entrant's competing vehicle in the Event;
- (2) Change the competing vehicle entered in the Event provided the replacement competing vehicle qualifies for the same group or class in which the original competing vehicle was entered.

**38. Drugs and Alcohol:**

- (1) MotorSport NZ has adopted the Drug Free Sport New Zealand Sports Anti-Doping Rules (SADR), and sets out in Appendix One Schedule D of this Code regulations for the purposes of this Article of this Code.
- (2) No Competitor shall take, be affected by, or have in his/her system, any banned substance or alcohol, during any Meeting or Event. Any Competitor who consumes intoxicating liquor at a Meeting or Event shall be instantly excluded therefrom and shall be prevented by the Officials from starting or continuing in that Meeting or Event provided however that this restriction shall not apply to rest breaks of more than eight(8) hours.
- (3) Nothing in paragraph (2) of this Article shall prevent or restrict the supply as prizes of liquor to a Competitor during a Meeting or Event.
- (4) The provisions of paragraph (2) of this Article shall apply to all service and pit crew members who for the duration of a Meeting or Event, are engaged in servicing a Competitor or competing vehicle and shall apply to all Officials of a Meeting or Event and their assistants.
- (5) A competitor who is taking or being treated with any prohibited substance or medication, whether prescribed or not, shall not drive, attempt to drive or compete in any competing vehicle in any Meeting or Event, unless that competitor has a Therapeutic Use Exemption (TUE) issued in accordance with the provisions of Appendix One Schedule D.
- (6) All Competitors and Officials of a Meeting or Event shall submit to such alcohol or drug testing as may be required and any failure to do so shall be regarded as a breach of this Code.



# NATIONAL SPORTING CODE

## PART IV (39-55) – LICENCES

Last updated: 1 August 2023

Page 1 of 4

Amendment Number	Date Published	Date Implemented	Article Number
36062	1 August 2023	1 August 2023	Article 48 and 50

**Note:** Amendments will be *visually highlighted* for a duration of 12 months starting from the implementation of each amendment. Text changes made for grammatical and/or formatting purposes will not be subject to highlighting.

### NATIONAL SPORTING CODE – PART IV – LICENCES

**39. Licence Types:** MotorSport NZ shall issue the following types of Licence:

- (1) Competition Licence;
- (2) Driving School Licence;
- (3) Entrant's Licence;
- (4) Instructor's Licence;
- (5) Official's Licence; and
- (6) Venue Licence (pursuant to Part VI of this Code).

**40. Competition and Entrant's Licences:**

- (1) MotorSport NZ shall in Appendix One of this Code, prescribe from time to time the types of Competition Licences (including the types of licences and visas issued by other ASNs) and Entrant's Licences required to take part in any Sanctioned Series, Meeting or Event together with the qualifications, experience and training required of any person to hold any Licence, the process to be followed and the fees to be paid in applying for all such Licences.
- (2) No person may take part in any Meeting, Event or Record Attempt without the Competition Licence required by Appendix One of this Code.

**41. Official's Licences:** MotorSport NZ shall in Appendix One of this Code, prescribe from time to time the types of Official Licences to be issued by MotorSport NZ, which type of Official's Licence is required to organise or officiate at any Sanctioned Series, Meeting or Event together with the qualifications, experience and training required of any person to hold any such Licence together with the duration of all such Licences.

**42. Use of Entrant's Licence:** The Entrant in all Events must hold an Entrant's Licence where the Entrant of a competing vehicle is not a Competitor in that vehicle. The application for an Entrant's Licence must be signed or otherwise electronically acknowledged by an authorised and designated representative of the Entrant in whose name the Licence is to be issued.

**43. Civil Driver's Licence:**

- (1) All competitors must hold a valid civil driver's licence for cars unless they meet the provisions for exemption set out below:
  - (a) Where the competitor is a co-driver of a competing vehicle and acting purely as a Navigator and does not drive the vehicle at any time.
  - (b) When the Meeting or Event is held entirely on private property, or on a MotorSport NZ licenced permanent race venue.
  - (c) Where the Meeting or Event, or the part thereof during which the competitor is to drive, is held on roads closed under the 10th Schedule of the Local Government Act 1974.

**Note:** Roads closed under the Transport Regulations do not provide an exemption to the civil driver's licence requirements.
- (2) Where the civil driver's licence of the competitor is removed through disqualification, the following provisions apply:
  - (a) Where the disqualification is through a decision of any Court, the ability to compete is denied for the duration of the Court imposed disqualification.
  - (b) Where the disqualification is through regulatory policies (e.g. civil driver's licence demerit points) the provisions set out in Article 43(1) (a) and (b) only shall apply and competitors shall satisfy the Meeting and Event Officials by the signing of a declaration to the effect. Failure to sign the declaration or the submission of a false declaration shall incur a penalty.

**Note:** The provisions of Article 43(2)(b) do not apply to roads closed under the 10th Schedule of the Local Government Act 1974.

**44. Licence Issue – General:**

- (1) MotorSport NZ may issue Licences to citizens of New Zealand or to the citizens of another country in accordance with the International Sporting Code.
- (2) Licences may be issued under an assumed name.
- (3) Licences may not be issued under a name which is calculated to deceive.
- (4) MotorSport NZ may issue a Licence to a foreigner whose country is not represented on the FIA provided that it immediately notifies the FIA of such issue for inclusion in a register of such Licences maintained by the FIA.
- (5) MotorSport NZ shall allot a unique number to each Licence issued.
- (6) MotorSport NZ shall maintain a register of Licences issued to Competitors and Officials.

- 45. Under-16 Applicants and Junior Competitors:** In addition and without prejudice to the provisions of Appendix One as to the types of Competition Licences required to take part in any Sanctioned Series, Meeting or Event together with the qualifications, experience and training required of any person to hold any Licence, MotorSport NZ may require any applicant for a Competition Licence who is under the age of 16 years at the date of application, to provide a statutory declaration from one(1) of the applicant's parents or from the applicant's legal guardian

consenting to such application, in such form as MotorSport NZ may prescribe from time to time.

**46. Validity of Competition Licences:**

- (1) A Competition Licence is not valid when a Competitor is under a sentence of suspension, or disqualification in accordance with this Code.
- (2) An International Entrants or Competition Licence issued by MotorSport NZ shall be valid in all countries represented on the FIA and shall entitle the holder of the Licence to enter or drive in all Meetings or Events organised in accordance with this Code and, subject to the provisions of Article 49 of this Code, in all Events in the International Sporting Calendar.

**47. Nationality of a Competitor:** Competition Licence holders may only hold one(1) licence issued by an ASN at one time. In the event of a Competitor wishing to change his or her country of residence, MotorSport NZ may, in its discretion permit such Competitor to cancel his or her MotorSport NZ Licence during the currency of such Licence in order to obtain another licence from an ASN provided however that MotorSport NZ will not issue a new Licence to any such Competitor until after the end of the next calendar year.

**48. Production of Licences:** All Entrants, Competitors or Officials at a Meeting or an Event must, if requested by an Official of the Meeting or Event or by an Official of the **Championship or Accredited Series** of which the Meeting or Event is a round or by MotorSport NZ, produce their Licence. **If a physical licence card is presented, then this must be countersigned in ink by the holder.**

Any Competitor who for any reason is unable to produce **their** licence when requested, shall:

- (1) where the licence is proved to be valid in the MotorSport Online system, **may** have the penalty as prescribed in Appendix One Schedule P applied, or
- (2) where the licence is proved not to be valid in the MotorSport Online system, or the MotorSport Online system is unable to be accessed, forthwith complete and deliver to the Official or MotorSport NZ (whoever may have requested production of the licence) an application for a replacement licence together with the applicable fee for the licence grade required, plus a priority fee of 50% (which fee less the 50% priority fee, shall be refunded by MotorSport NZ upon subsequent production of the Competitor's original licence).

**49. Using a Licence in a Foreign Country:**

- (1) MotorSport NZ shall provide such permission's, visas and consents as may be permitted by the FIA to allow holders of Competition and Entrant's Licences to compete in Series, Meetings and Events outside New Zealand and MotorSport NZ shall in Appendix One of this Code, from time to time prescribe requirements and procedures for the making of application for such permission's, visas and consents.
- (2) No holder of a Competition Licence or Entrant's Licence may compete in a Series, Meeting or Event outside New Zealand without the prior approval of MotorSport NZ, application for which must be made to MotorSport NZ in accordance with the requirements prescribed by MotorSport NZ in Appendix One of this Code.

**50. Replacement of Competition Licence:** Any Competitor **requiring a physical licence** may obtain **this** at any time by making application to MotorSport NZ and upon payment of the appropriate fee set out in Appendix One of this Code.

**51. Expiry Date of Licence:**

- (1) All Competition Licences other than International grade Competition Licences shall expire on each anniversary of the initial date of issue thereof unless the Licence has lapsed for more than one(1) year, in which case a new Licence must be applied for.
- (2) All International Grade Competition Licences shall expire on the 31st December of each year.

**52. Renewal of Licence:**

- (1) All Competition Licences may be renewed at any time up to one(1) month prior to their expiry date.
- (2) A new Competition Licence shall be issued in the same grade and the same class as it was previously held, provided it was held in that class not more than two(2) years prior to the date of the new application.

**53. Disqualification or Suspension of Licence:** Any Licence Holder or Member of MotorSport New Zealand or its affiliated clubs that brings the Sport into disrepute in any way may, in addition to any other applicable penalty under this Code, have their Licence disqualified or suspended. Without limiting the preceding part of this provision, MotorSport NZ may conclude that such a person brings the Sport into disrepute if in respect of any Meeting, Event, Record Attempt or any other motorsport activity in respect of which a permit has not been issued in accordance with this Code they:

- (1) enter, drive, officiate, organise, or in any other way take part, in circumstances that give the impression, expressly or impliedly, that their activity or the activity was in any way authorised or endorsed by, or run under the authority of, MotorSport NZ or the FIA; or
- (2) wear MotorSport NZ or FIA official's clothing, use MotorSport NZ or FIA equipment, or specific MotorSport NZ practices and procedures that are the property of MotorSport NZ, while fulfilling any official role (without express authority from MotorSport NZ).

**54. Refusal to Issue or Renew a Licence:** MotorSport NZ may refuse to issue or renew a Licence upon grounds that are justified in the circumstances.

**55. Driving School Licence and Instructor's Licence:**

- (1) MotorSport NZ shall in Appendix One of this Code, prescribe from time to time the qualifications, experience and training required of any person, firm or corporation to hold a Driving School Licence and for any person to hold an Instructor's Licence, the process to be used and the fees to be paid in applying for such Licences.
- (2) MotorSport NZ shall in Appendix One of this Code, prescribe from time to time the syllabus of courses which the holder of a Driving School Licence may conduct in order for any person to obtain a Competition licence or any Official's Licence from MotorSport NZ.
- (3) The issue of a Driving School Licence shall imply a non-exclusive, non-assignable licence to the holder thereof for the duration of the Licence, to use such trade marks as are owned or controlled by MotorSport NZ and shall grant to the organiser such further rights and licences as may be necessary or desirable for the holder to hold itself out as licensed and authorised by MotorSport NZ, in each case in such form and style and upon and subject to such terms and conditions as MotorSport NZ may stipulate.

Last updated: 1 February 2024

Page 1 of 5

Amendment Number	Date Published	Date Implemented	Article Number
36077	1 February 2024	1 February 2024	Information

**Note:** Amendments will be visually highlighted for a duration of 12 months starting from the implementation of each amendment. Textual changes made for grammatical and/or formatting purposes will not be subject to highlighting.

## NATIONAL SPORTING CODE – PART IX – PROTESTS

**Information:** For further information on rights of protest and associated time lines refer to the chart at the end of [Guidance of Officials](#), or further information on the Inquiry and Judicial Hearing process and associated time lines refer to the chart at the end of [Guidance of Officials](#).

**108. Right to Protest:** A Competitor shall have the following rights of protest:

- (1) Against any alleged:
  - (a) Technical ineligibility of a competing vehicle; or
  - (b) Ineligibility of another Competitor,  
To enter or compete in any Event; and
- (2) Against the composition of a heat, group, class or handicap; and
- (3) Against any alleged:
  - (a) Technical ineligibility of a competing vehicle in; or
  - (b) Disciplinary infringement of another Competitor,  
During an Event; and
- (4) Against the results of classification of an Event; and
- (5) Against any alleged:
  - (a) Mistake made in relation to; or
  - (b) Breach of; or
  - (c) Irregularity in the application of this Code or the Standing Regulations or the Supplementary Regulations (if any) by any Official of a Meeting or Event or against any:

- (d) Decision taken or penalty imposed by; or
  - (e) Action of; or
  - (f) Inaction of any Official of a Meeting or Event; and
- (6) Against any alleged:
- (a) Mistake made in relation to; or
  - (b) Breach of; or
  - (c) Irregularity in the application of;  
this Code or the Articles of a Sanctioned Series, or against any:
  - (d) Decision taken or penalty imposed by; or
  - (e) Action of; or
  - (f) Inaction of any Official of a Sanctioned Series.

**109. Lodging a Protest into the Conduct of a Sanctioned Series, Meeting or Event:**

- (1) Every protest shall be in writing and accompanied by a fee, the level of which shall be prescribed by MotorSport NZ in Appendix One of this Code from time to time, which fee shall only be returned if the protest is prima facie well-founded or if so directed by MotorSport NZ.
- (2) All protests are where possible, to be lodged using MotorSport NZ's official protest form in force from time to time and must be addressed to the Stewards of the Meeting provided however that all protests are to be lodged with the Clerk of the Course for conveying to the Stewards of the Meeting. On occasions where the Clerk of the Course cannot be reached the protest can be conveyed directly to the Stewards.
- (3) A protester may withdraw any protest at any time, including during the protest hearing. Where a protest is withdrawn following the initiation of the hearing process by the Stewards, the protest fee shall be forfeited.
- (4) No protest may be made against the alleged ineligibility or infringement of more than one(1) Competitor or more than one(1) competing vehicle.
- (5) The lodging of a protest does not of itself suspend the application or effect of any penalty imposed which is subject of, or a consequence of, the protest lodged.

**110. Time Limits for Protests:**

- (1) A protest against the entry of a Competitor or Driver or Entrant or vehicle to enter or compete in an Event must be lodged no later than sixty(60) minutes after the official end of initial scrutineering (if any) or (if none) no later than sixty(60) minutes prior to the start of the Event.
- (2) Protests against the composition of heats, groups, classes or Handicaps given must be lodged at least sixty(60) minutes before the due time of the Event.

- (3)** Protests against decisions of any official of a Meeting or an Event must be lodged within sixty(60) minutes of the decision being notified in writing to the Competitor or in the case of Competitors where the Entrant is not also the Driver, the Entrant's representative.
- (4)** Protests against any mistake made, or irregularity in the application of, or alleged breach of this Code or the Standing Regulations or the Supplementary Regulations (if any) of the Meeting or Event on the part of any Official or against any technical ineligibility of any competing vehicle or against any disciplinary infringement by any other competitor in an Event which has concluded shall be lodged as follows:

  - (a)** In the case of Races, Sprints, Hillclimbs and Autocrosses, within sixty(60) minutes of the finish of the last vehicle in the Event class or group;
  - (b)** In the case of Rallies, within sixty(60) minutes of the Protestant's finishing time in the Event;
  - (c)** In the case of Trials, within sixty(60) minutes of the Competitor against who the protest is lodged finishing the Event or within sixty(60) minutes of any refusal of a claim lodged under Articles 18 and 19 of Schedule T of Appendix 5 of this Code.
- (5)** Protests regarding the findings of Scrutineers or Technical Officers of a Meeting or Event at the final examination of competing vehicles must be lodged within sixty(60) minutes of their findings being published. In the case of checks carried out away from the venue by the scrutineers or Technical Officers of a Meeting or Event, such a protest must be lodged within sixty(60) minutes of the time the Competitor is notified of the results of the check.
- (6)** Protests against the results or classification of an Event must be lodged within thirty(30) minutes after the publication of the provisional results for the Event, class or group. Entrants must have previously been advised of the time and place of such publication and of each subsequent publication but only if such subsequent publication pertains to the previous publication.
- (7)** Protests against the inaction of any Official of a Meeting or Event must be lodged within sixty(60) minutes after the publication of the provisional results of the Event.
- (8)** Protests against the results of an Event which are required to be posted to Competitors within a specified time after the Event, shall be lodged as follows:

  - (a)** In the case of all Events, within 72 hours of dispatch of the results; or
  - (b)** If a time is specified by the Stewards on the Official Notice Board, within such time.
- (9)** Protests against the action of any Official of the Series must be lodged within sixty(60) minutes of the Competitor receiving notification of the action.
- (10)** Protests against any mistake made, or irregularity in the application of, or alleged breach of this Code or the Articles of a Sanctioned Series on the part of any Official of the Series must be lodged within sixty(60) minutes of the finish of the last vehicle in the Event class or group in relation to which it is protested the mistake or breach was made, or the irregularity took place.

- (11) Protests against the inaction of any Official of a Sanctioned Series must be lodged with the Stewards within sixty(60) minutes after publication of the provisional results of the Event in relation to which it is protested the Official should have acted.

**111. Action by the Stewards on Receipt of a Protest:**

- (1) The Stewards shall consider all protests as urgent and shall take steps as soon as possible after receiving the protest, to convene a hearing.
- (2) The Stewards shall notify the Protestant and the party or parties against who the protest is lodged as to the time and place of such hearing and the details of the protest.
- (3) If a protest is lodged with or delivered to them personally, the Stewards shall notify the Clerk of the Course of the Meeting or Event that a protest has been received.
- (4) The Stewards shall determine if the protest was received within the time or times specified in Article 110. If it appears to them that the protest was received out of time, they shall so inform the Protestant provided however that if the Stewards consider that it was physically impossible for the protest to be lodged within that time, they may, in their absolute discretion, agree to hear the protest which will then be deemed to be valid.

**112. Protest Hearings:**

- (1) The concerned parties shall be summoned to appear at the hearing convened by the Stewards. Such notification shall where possible, be given in writing and delivered personally to the party concerned or some person appearing to have ostensible authority for the person concerned. Proof of delivery shall, where possible, be obtained by signature of the recipient and the Stewards should ensure that summons has been personally received by all persons concerned before proceeding with the hearing.
- (2) The parties concerned may be accompanied by witnesses and the Stewards may, during the hearing, allow further witnesses to be called. In the absence of any of the parties concerned or witnesses at a hearing of the Stewards, judgment may be by default.
- (3) The protester at a hearing will make their initial statement and be questioned on it, followed by the respondent making their initial statement and be questioned on it. Then witnesses (if any) may be called. While Stewards' Hearings are of necessity informal, order must be maintained. Hearsay is admissible, but will be treated with due care by the Stewards. The parties concerned must be asked to retire from the hearing while the Stewards deliberate and come to a decision on the protest.
- (4) At the conclusion of the hearing the Stewards may;
  - (a) Inflict a Penalty under the authority of Article 90.
  - (b) Order that any party to the hearing shall pay fair and reasonable travel costs of the Stewards and of any other party attending the hearing.
- (5) If judgement cannot be given immediately after the hearing, then the parties concerned should be advised within one(1) hour of the end of the hearing, of the time and place at which the decision will be given. In the case of a tied vote amongst the Stewards, the Chairman of the Stewards shall have the casting vote.



**Information:** Refer to *Procedures for the conduct of a hearing flow chart (copy included at the end of Guidance of Officials)*.

- 113. Inadmissible Protests:** The only protests, which are inadmissible, are:
- (1) Protests not lodged in writing, not containing the grounds of protest or not accompanied by the correct fee;
  - (2) Protests lodged out of time;
  - (3) Protests against the decisions (excluding penalties) of judges of fact;
  - (4) Protests signed by more than one(1) Entrant or Driver;
  - (5) Protests against more than one(1) Competitor;
  - (6) Protests regarding refusal of an entry; and
  - (7) Protests against the imposition of drive through penalty.
- 114. Decision of the Stewards:** The Stewards shall render their decision to the parties concerned after their hearing. This may be conveyed orally but must be followed by a written decision as soon as practicable and (if the hearing is held at the venue of the Meeting or Event) posted on the Official Notice Board. All parties concerned shall be bound by the decision handed down subject to the rights of appeal hereinafter provided. Neither the Stewards nor MotorSport NZ shall have the right to order that a Competition or Event shall be re-run. A decision communicated by email or facsimile shall be considered a written decision.
- 115. Treatment of Protest Fee:** If a protest is withdrawn before the Stewards initiate the hearing process or in cases where a protest is upheld the protest fee will be refunded. The hearing process is initiated when a notice to appear at a hearing is issued.
- In cases where a protest is withdrawn after the Stewards initiate the hearing process or is judged by the Stewards to be unfounded in whole or in part, the protest fee shall be retained and forwarded to MotorSport NZ.
- If it is proved that the Protester has acted in bad faith or that the protest is frivolous or vexatious, such finding shall be a breach of this Code which the Stewards may refer the matter to MotorSport NZ for penalty in accordance with this Code.
- 116. Protests Affecting the Prize-giving:** No cash prizes may be presented to a Competitor until the time limit for protests and appeals in relation to the conduct of the Meeting or Event has expired and the Clerk of the Course or the Stewards have signed the final results. If a protest or appeal has been lodged and the final decision has not been made, the list of awards and prizes must be published provisionally and bear the wording "Subject to protest or appeal".
- 117. Publication of Judgement:** MotorSport NZ shall have the right to publish or cause to be published any judgement and to state the names of all parties concerned. The persons referred to in such notices shall have no right of action against MotorSport NZ or against any person publishing the said notice.

# NATIONAL SPORTING CODE

## PART V (56-61) – COMPETING VEHICLES & SCRUTINEERING

Last updated: 20 August 2018

Page 1 of 3

Amendment Number	Date Published	Date Implemented	Article Number

**Note:** Amendments will be *visually highlighted* for a duration of 12 months starting from the implementation of each amendment. Text changes made for grammatical and/or formatting purposes will not be subject to highlighting.

## NATIONAL SPORTING CODE – PART V – COMPETING VEHICLES & SCRUTINEERING

### 56. Advertising on Competing Vehicles:

- (1) Subject to paragraphs (2) and (3) of this Article and without affecting in any way any requirements in the Supplementary Regulations (if any), or the Sanctioned Series Articles as to size, location or dimension of competition numbers, advertising on competing vehicles is free.
- (2) No organiser of a Series, Meeting or Event may restrict any Competitor in the Series, Meeting or Event from placing advertising on the Competitor's competing vehicles or protective clothing or helmet unless such restrictions are required by law or by the Schedule to an Appendix of this Code which governs the eligibility of the competing vehicle to enter the Series, Meeting or Event.
- (3) Any obligation intended to be imposed by the organiser of a Sanctioned Series, Meeting or Event upon the Competitors therein to affix any advertising on the Competitor's competing vehicle, protective clothing or helmet must be stated in the Series' Articles or Supplementary Regulations in which case such requirement shall be a condition of entry.
- (4) The placement of advertising on any competing vehicle or on any Competitor's protective clothing or helmet and the size, location or dimension of competition numbers shall not form the basis of any protest between Competitors but may make the Competitor subject to discipline by the organiser of the Series, Meeting or Event or by MotorSport NZ.

57. **False Advertising:** Any Entrant or Competitor advertising or publicising the result of any Series, Meeting, Event or Record Attempt must not, in such advertising or publicity, engage in any misleading or deceptive conduct or make any false or misleading representation and the Entrant shall ensure that any of its sponsors advertising or publicising the same are aware that they are dealing with the results of a MotorSport NZ championship, Meeting, Event or Record Attempt and that they are not to engage in any false or misleading conduct or make any false or misleading representation in relation thereto.

### 58. Scrutineering:

- (1) Subject at all times to the International Sporting Code, MotorSport NZ shall in Appendices Two, Three, Four, Five and Six of this Code, prescribe from time to time for competing vehicles in Series, Meetings and Events safety requirements together with procedures and requirements to be adopted and complied with by all organisers, Officials and Competitors therein as to scrutineering competing vehicles for compliance with all such safety

requirements and vehicle classifications, specifications, definitions and regulations.

- (2) Notwithstanding anything to the contrary expressed or implied in this Code or in any Appendix to this Code or any Schedule to an Appendix to this Code, the onus shall at all times be upon the Driver of a competing vehicle to prove the conformity of their vehicle with any safety requirement or vehicle classification, specification, definition or regulation.

**59. Reclassification of a Vehicle:** Without prejudice to the right of an Entrant to change the competing vehicle to be driven by the competitor nominated by the Entrant pursuant to Article 37 of this Code, should during initial scrutineering (if any), a competing vehicle prove not to be in conformity with the vehicle classification, specification, definition or regulation governing the Sanctioned Series, Meeting or Event in which it is entered, the scrutineers may recommend to the Clerk of the Course that it be reclassified. Any such vehicle may only be re-classified if:

- (1) The irregularity did not occur as a result of an attempt to gain an advantage; and
- (2) The proposed change will give no advantage to the Entrant or Competitor of the competing vehicle; and
- (3) The proposed change is into a higher performance or capacity class or group and does not prevent another Competitor from starting;

And any such change, which is accepted by the Clerk of the Course, shall be posted on the Official Notice board within thirty(30) minutes of the end of scrutineering. Any such reclassification shall be subject to the protest of any other Competitor.

**60. Parc Fermé:**

- (1) The Championship or Sanctioned Series Articles shall specify whether a parc fermé shall be established at any Meeting or Event forming a round of the Championship or Series for those competing vehicles.

The Technical Officer(s) or Chief Scrutineer appointed to the Meeting or Event shall advise competitors in such Championship or Series of the location of the parc fermé.

- (2) When provided for, each parc fermé must be of adequate dimensions and adequately closed-off so as to ensure that no unauthorised person may gain access while competing vehicles are in the parc fermé. The area between the finish line and the parc fermé entrance shall be deemed to be and must be operated as part of the parc fermé.
- (3) Other than the Drivers and Co-Drivers driving their competing vehicles to the parc fermé, no Competitor may enter a parc fermé without the permission of the Officials appointed by the organisers to be responsible for the parc fermé.
- (4) No intervention is permitted on the competing vehicles in a parc fermé unless provision to this effect is explicitly made in the Articles of the Championship or Sanctioned Series or the Supplementary Regulations of the Meeting or Event.
- (5) Vehicles may only be released from a parc fermé;
  - (a) At the expiry of the time limit for Protest, by the appointed Event Director or Race Director or the Clerk of the Course, or
  - (b) Prior to the expiry time limit for Protest, by the appointed MotorSport NZ Technical Officer(s) or the appropriate Series Scrutineer, with the approval of the Meeting or Event Stewards.

- 61. Homologations:** MotorSport NZ shall from time to time consider applications from manufacturers of competing vehicles for homologation into any vehicle classification, specification, definition and regulation in an Appendix or a Schedule to an Appendix of this Code and (if granted) all such homologations shall become effective on the first(1st) Working Day of the month following the date of the grant of the homologation.

# NATIONAL SPORTING CODE

## PART VI (62-65) – CIRCUITS, VENUES AND COURSES

Last updated: 20 August 2018

Page 1 of 3

Amendment Number	Date Published	Date Implemented	Article Number

**Note:** Amendments will be *visually highlighted* for a duration of 12 months starting from the implementation of each amendment. Text changes made for grammatical and/or formatting purposes will not be subject to highlighting.

## **NATIONAL SPORTING CODE – PART VI – CIRCUITS, VENUES AND COURSES**

### **62. International Venues:**

- (1) No International Meeting or Event or International Record Attempt or World Record Attempt under the authority of MotorSport NZ or the FIA may be held without a Licence in respect of the venue thereof being issued by the FIA.
- (2) Any application for a Licence for either a permanent or temporary venue for such an International Event or International Record Attempt or World Record Attempt must be made to the FIA by MotorSport NZ for and on behalf of the organiser or venue owner or operator, and all and any correspondence and communication in connection with such application which must be made to the FIA, shall be made by and through MotorSport NZ at all times to the exclusion of the organiser or venue owner or operator.
- (3) The FIA will issue such a Licence in respect of a venue (if the venue is to be used for an International Meeting or Event) only if a Venue Licence has been issued by MotorSport NZ in respect of the venue in accordance with this Code and if the venue complies with MotorSport NZ's criteria in force from time to time and any such Licence will be valid for the period stated in the Licence and may (in the FIA's discretion):
  - (a) Restrict the venue to certain classes or types of competing vehicles;
  - (b) Prescribe the maximum number of competing vehicles able to take part at one time;
  - (c) Specify the length of the circuit;
  - (d) Specify in an addendum to the Licence, the safety equipment required to be in place for International Events; and
  - (e) Be withdrawn by the FIA at any time or refused renewal.
- (4) Any Licence issued by the FIA must be displayed in a prominent position at the venue in order that it is accessible to Competitors at any Meeting or Event to which the licence applies.

**Venue Licence:**

- (1) MotorSport NZ shall in Appendix One and Appendix Two Schedule H of this Code, prescribe from time to time the requirements of any circuit (either permanent or temporary) or any other venue in respect of which MotorSport NZ shall require a Venue Licence to be issued (for any activity under the authority of MotorSport NZ or the FIA) and the forms for and the fees to be paid in applying for a Venue Licence together with the grades of Licence to be issued and the types of competing vehicles for which such Licence may permit Events to be held on the circuit or venue.
- (2) The issue of a Venue Licence shall imply a non-exclusive, non-assignable Licence to the holder thereof for the duration of the Licence, to use such trademarks as are owned or controlled by MotorSport NZ and shall grant to the organiser such further rights and licences as may be necessary or desirable for the holder to hold itself out and the circuit or venue as licensed and authorised by MotorSport NZ, in each case in such form and style and upon and subject to such terms and conditions as MotorSport NZ may stipulate.
- (3) **MotorSport NZ IP Licence(s):**
  - (a) The holder of any Venue Licence under this Code grants to MotorSport NZ a MotorSport NZ IP Licence, in accordance with Article 5 of this Code and this Article 63(3) of this Code.
  - (b) The MotorSport NZ IP Licence:
    - (i) applies to all Commercial Rights that the holder of a Venue Licence owns, holds or controls, or otherwise has the permission of the owner to use, in connection with its activities in accordance with the Venue Licence.
    - (ii) comes into effect when MotorSport NZ grants the relevant Venue Licence.
    - (iii) continues in effect until the end of the period for which the Venue Licence is granted or any lawful termination of the MotorSport NZ IP Licence; and
    - (iv) further continues in effect (notwithstanding Article 63(3)(b)(iii) above) indefinitely with respect to Commercial Rights (including rights regarding words or images) that have been used by MotorSport NZ pursuant to the MotorSport NZ IP Licence during the term of the Venue Licence.
  - (c) If for any reason (whether insolvency or otherwise) the grantor of the MotorSport NZ IP Licence ceases to fulfil or cannot fulfil their obligations under the relevant Venue Licence then at MotorSport NZ's sole option MotorSport NZ may continue to use and/or sub-licence the use of those Commercial Rights to any other party in connection with the activities that are subject to the Venue Licence, so far as MotorSport NZ considers it is necessary to allow any MotorSport NZ or FIA permitted, sanctioned, traditional or generally regular calendar event or activity to proceed.
  - (d) Each entity that grants a MotorSport NZ IP Licence:
    - (i) warrants to MotorSport NZ that they own, hold, control all Commercial Rights, or otherwise have the permission of the owner of, any relevant Commercial Rights to which the MotorSport NZ IP Licence applies; and
    - (ii) agrees to indemnify and hold harmless MotorSport NZ (and any associated entities or individuals relying on the MotorSport NZ IP Licence) in respect of

any claim or action by any other party in relation to the use of Commercial Rights pursuant to the MotorSport NZ IP Licence.

- (e) If MotorSport NZ and the grantor of a MotorSport NZ IP Licence agree that any Venue Licence appears to be capable of commercial exploitation for gain, then they may enter into a separate document comprising a MotorSport NZ IP Licence on terms consistent with this Article 63(3) of the Code, but otherwise as agreed between the parties.
  - (i) If the terms of such a separate licence are agreed, and the document is signed and currently in effect, then it shall comprise the relevant MotorSport NZ IP Licence for the purposes of this Code.
  - (ii) But unless and until any separate licence is executed and in force between those parties the MotorSport NZ IP Licence provided for in Article 5 and Article 10(1)-10(4) of this Code applies.

**64. Venue Log Book:** The holder of a Venue Licence for a permanent circuit or track shall provide a suitable Venue Log Book, which shall be made available at all Meetings or Events to the Event Director and/or Race Director (where appointed), Clerk of the Course, Meeting Stewards and at all other times on request of a member of the Circuit Safety Department. The Venue Log Book is to contain (at least):

- A copy of the current Circuit licence,
- The current Venue Plan,
- The current Safety Plan,
- A record of the regular maintenance schedule requirements, and
- A record of events held at the venue, including reports of any damage (including rectification) arising from that event.

**65. Obligations of Venue and Circuit Owners or Operators:**

- (1) MotorSport NZ shall in Appendix One of this Code, prescribe from time to time the requirements and obligations of the holder of a Venue Licence as to maintenance, upgrading and inspection of the circuit or venue in respect of which a Venue Licence has been issued and the holder of such Licence shall comply with and perform all such requirements and obligations.
- (2) The holder of a Venue Licence shall make available to the Steward officiating at any National or International Race Meeting or Event conducted at the venue, the Venue Licence and the circuit or venue's log book and to the Stewards at all other Meetings or Events all safety information required to be made available by MotorSport NZ's Chief Track Inspector.
- (3) The holder of a Venue Licence shall reinstate or carry out temporary repairs to any safety barrier or device which has been damaged, displaced or destroyed during any Meeting or Event, such repairs to be inspected and approved by the Stewards prior to the continuation of the Meeting or Event.

Last updated: 1 January 2025

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Amendment Number	Date Published	Date Implemented	Article Number
<a href="#">36098</a>	19 December 2024	1 January 2025	Article 85 – Duties of Technical Officers Appointed by MotorSport NZ
<a href="#">36067</a>	1 September 2023	1 September 2023	Article 71 – Necessary Officials of Certain Meetings and Events
<a href="#">36044</a>	19 April 2022	19 April 2022	Article 77 – Authority of the Stewards

**Note:** Amendments will be visually highlighted for a duration of 12 months starting from the implementation of each amendment. Text changes made for grammatical and/or formatting purposes will not be subject to highlighting.

### NATIONAL SPORTING CODE – PART VII – OFFICIALS

- 66. Officials of a Meeting or Event:** The Officials of any Meeting or Event shall be those who MotorSport NZ shall, in Appendix One of this Code, designate from time to time.
- MotorSport NZ shall, in addition to those Officials set out in Appendix One of this Code, be entitled to appoint an Observer to a Meeting or Event, for the purpose of observing and checking both the organisation and operation of the Meeting or Event.
- 67. Officials of a Sanctioned Series:** The Officials of any Sanctioned Series shall be those who MotorSport NZ shall, in Appendix One of this Code, designate from time to time together with such other officials as may be nominated in the Series Articles by the Series organiser.
- 68. Other Officials:** As a condition of or a prerequisite to the issue of a Permit, and if the same shall be necessary or desirable to ensure that the conduct of the Series, Meeting or Event is fair and safe, MotorSport NZ shall in addition to those Officials set out in Appendix One of this Code, be entitled to require from time to time other Officials of any Series, Meeting or Event to also be licensed.
- 69. Right of Supervision:** Without prejudice to its power to appoint an Event Director, Race Director, Technical Officers and Scrutineers pursuant to Article 70 and without prejudice to the operation of Article 68, MotorSport NZ may in respect of any Meeting or Event at which is to be held or which is a round of any MotorSport NZ Championship, Trophy or Cup, require a specific number of Stewards to be appointed and may itself appoint such other persons to attend as an observer and further, may appoint such inspectors, observers, delegates or other Officials to supervise and control the track, course, Meeting and Events as it may see fit from time to time.
- 70. MotorSport NZ Appointed Officials:** At any Meeting or Event, MotorSport NZ may appoint an Event Director and where appropriate an Assistant Event Director or Assistant Event Directors, or Race Directors to supervise the Meeting or Event in conjunction with other Officials of the Meeting or Event and further, may appoint Technical Officers and Scrutineers for the specific purpose of determining vehicle eligibility. Any such appointment shall be made in writing and subject to Articles 78, 84 and 85 of this Code (as applicable), shall (if appropriate) specify the topics or areas in which the appointed Officials shall have overriding authority.



**71. Necessary Officials of Certain Meetings and Events:**

- (1) There shall be three(3) Stewards appointed to all MotorSport NZ Championship Rallies, and Race meetings where MotorSport NZ Championship Series are in attendance.
- (2) There shall be at least two(2) Stewards appointed to all other Race meetings and Rallies, the NZ ClubSport Championships and the NZ Hillclimb Championship Final Round, and ClubSport Advanced Team Drift and Team Battle Events.
- (3) There shall be at least one(1) Steward appointed to Ralliesprints, Hillclimb Championship Qualifying Round(s), Championship Trials and to other Events except ClubSport Basic Events save for Driver Training Events where a Steward is required.
- (4) For ClubSport Basic Events (other than Competitor Coaching) a Steward or Safety Officer may, at the discretion of the Permit Issuing Authority be appointed should it be considered appropriate to do so. Where appointed the Safety Officer shall assume the duties and authority of a Steward as they relate to safety only.
- (5) At all Meetings and Events, the organisers shall appoint a Clerk of the Course and at all Competitions decided wholly or partly by time, one(1) or more timekeepers

**72. Appointment of Officials of Meetings, Events and Sanctioned Series:**

- (1) The Stewards, any Event Director or Assistant Event Directors, Race Director(s) and any Technical Officers shall be appointed by MotorSport NZ.
- (2) One(1) of the Stewards appointed shall be the Chairman of the panel of Stewards and as such, will have a casting vote as well as a deliberative vote.
- (3) Subject to the power of MotorSport NZ to appoint and nominate certain Officials pursuant to Article 68 of this Code, all Officials of a Sanctioned Series, Meeting or Event other than the Stewards shall, subject to the approval of such nominees by MotorSport NZ, be appointed and nominated by the Member Club organising the Series, Meeting or Event.

**73. Non-arrival of Appointed Stewards:**

- (1) If before the commencement of any Meeting or Event, the Stewards (or any replacement Stewards appointed by MotorSport NZ) or any of them appointed by MotorSport NZ has not arrived at the venue for any reason, every endeavour must be made by the organisers to reach the Steward to ascertain their availability and likely time of arrival at their venue. If the Steward cannot be reached, every endeavour must be made to contact the Permit Issuing Authority to have another Steward appointed who can reach the venue in reasonable time for the Event. If either this is not possible for some reason or it will cause undue delay to the commencement of the Event, paragraph (2) of this Article shall apply and the organiser of the Event must take written notes of events, including notes of all times and personnel involved.
- (2) If the appointed Stewards of an Event or any of them is not able to arrive in time and there being insufficient Stewards present to satisfy the requirements of the Permit, and the organiser of the Event is not, in accordance with paragraph (1) of this Article, able to reach the Permit Issuing Authority, the organiser must:
  - (a) Check if a Steward is in attendance at the Meeting or Event, in the capacity of spectator, Competitor, or organising Official;

- (b) If there is a Steward present, and is prepared to act as a Steward of the Meeting, ask them to give up their position as an organising Official or a Competitor;
  - (c) If no Steward is present, appoint a responsible member of the organising club to act as a Safety Officer, (who is to be other than the Clerk of the Course).
  - (d) On accepting the responsibilities to act the Safety Officer shall assume the duties and authority of a Steward as they relate to safety only and will collect any documentation and protests for later action by a MotorSport NZ Steward.
- (3) If the appointed Steward or the substitute Steward appointed by the Permit Issuing Authority subsequently arrives at the Meeting or Event venue, they will immediately take up the appointment as Steward of the Meeting.
- (4) In the event of any of the circumstances in paragraphs (1), (2) and (3) of this Article arising in relation to any Event, the Steward appointed by MotorSport NZ must render to the Area Steward or Permit Issuing Authority, a written report on the cause of the delay in arriving at the venue.

**74. Demarcation of Duties:** An Official shall not:

- (1) Perform any duties other than those attached to the Official's appointment or appointments as set out in this Code, or the Standing Regulations, or the Supplementary Regulations (if any) or the Sanctioned Series Articles except in cases of force majeure;
- (2) Compete in any Meeting or Event in which they are acting as an Official, except;
  - (a) In the case of such Events as may be nominated by MotorSport NZ for the purpose in Appendix One of this Code where, upon the successful completion of appropriate duties, Officials such as the Secretary, Scrutineers or pit paddock marshals may take part in the Competition provided however that the Steward and the Safety Officer may not compete in the Event under any circumstances.
  - (b) The Clerk of the Course may compete in ClubSport Basic status events provided an alternative, suitably experienced person is available to control the event during the competition of the Clerk of the Course and a clear handover of responsibilities is made.
  - (c) The Clerk of the Course may compete in ClubSport Advanced status events, with the exception of MotorSport NZ Championship or Sanctioned Series events, Street Sprints, Rallysprints or Grass track racing events provided a licensed Clerk of Course is available to control the event during the competition of the Clerk of the Course, and a clear hand over of responsibilities is made.

**75. Reimbursement of Officials:** Officials appointed by MotorSport NZ to Meetings or Events are entitled to claim from;

- (1) MotorSport NZ, (for all MotorSport NZ Championship Rallies and MotorSport NZ Premier Race Championship meetings), or
- (2) The organiser, (for all other Meetings or Events).

Reimbursement for their out-of-pocket expenses directly incurred in attending and in performing their duties prescribed from time to time by MotorSport NZ in Appendix One.

All such reimbursements must be claimed from either MotorSport NZ or the organiser,

as appropriate, within 21 days of the Meeting or Event and shall be evidenced by supporting GST invoices and receipts.

Organisers may, in consultation with such officials, make suitable accommodation and travel arrangements on the proviso that the Officials concerned are to be notified at least 28 days prior to the Meeting or Event.

Failing such notification, the Officials are to make their own arrangements.

Any delay in payment of such expenses by an organiser shall be a breach of this Code by the organiser and must be reported to MotorSport NZ.

Other Officials may be remunerated or claim reimbursement for their expenses incurred by the organiser of a Meeting or an Event as may be agreed between them and the organiser prior to the Meeting or Event, and at all times, as may be approved by MotorSport NZ.

- 76. Duties of the Stewards:** The Stewards are in no way to be responsible for nor be held to be responsible for the organisation of any Meeting or Event. The main duties of the Stewards are to enforce this Code, the rules and regulations governing the Meeting or Event and to settle any disputes, which arise therefrom, and in particular they must:
- (1) At the end of any Meeting or Event where a licensed Clerk of the Course was, due to the status of the Meeting or Event, responsible for the conduct of the Meeting or Event, report to MotorSport NZ such matters as MotorSport NZ may require, such report containing all details of penalties imposed, protests lodged, protests heard, protests declined and protests decided together with any recommendations to MotorSport NZ as to further penalties or sanctions, appeals notified, together with a report on the competence of the organisers. This report is to be sent to MotorSport NZ and no other person whomsoever;
  - (2) Once the Meeting or Event has commenced, keep the Event Director (if any), Race Director (if any) and the Clerk of the Course informed as to their whereabouts;
  - (3) Be present at the Meeting or Event from the time of first scrutineering or administrative checking (if practicable) to the end of the time limit for protests or appeals following the publication of provisional results or until all protests are dealt with or until the conclusion of any final scrutineering or dismantling at the venue (whichever is the later);
  - (4) Adjourn any protests to a time and place suitable to all parties;
  - (5) Investigate or cause to be investigated any incidents or breaches of the rules and regulations covering the Meeting or Event or of this Code which they observe or which are reported to them. In general, the Stewards become empowered to act in accordance with NSC Article 19 (any disputes prior to this time will be dealt with by MotorSport NZ which alone, shall decide disputes regarding entries or proposed changes to the rules or regulations up to this moment);
  - (6) (Notwithstanding the results of any Event being held over pending the outcome of a technical inspection) end their role when all protests are heard and the time for lodging a notice of intention to appeal has expired or when any inquiry held by an Event Director or Race Director is complete (whichever is the later).

There may be more than one(1) panel of Stewards at any Meeting or Event to cater for different Events contested at that Meeting or Event.

- 77. Authority of the Stewards:** The Stewards shall once they become empowered to act by virtue of Article 76, have the authority to perform any of the tasks set out in this Code as to be

performed by the Stewards, to enforce this Code, the rules and regulations of the Meeting or Event and the Articles of any Accredited Series a round of which is held at the Meeting or Event, to settle any protests which may arise (subject however to the rights of appeal provided in this Code) and in particular, they may:

- (1) In exceptional circumstances amend the Meeting or Event rules or regulations;
- (2) Forbid the running of any Meeting or Event, which is not in conformity with this Code, the Meeting or Event rules or regulations or in a case of force majeure or for safety reasons;
- (3) Modify or require modifications to the programme, the services or installations, (whether or not they have been suggested by the Event Director, Race Director, or the Clerk of the Course) in order to ensure greater safety for the Competitors or the public;
- (4) Appoint replacements in the absence of some of their number to ensure that the required numbers of Stewards are present. Such replacement Stewards shall be deemed to be Stewards of the Meeting;
- (5) Prevent from competing any Competitor or any competing vehicle who or which they consider a source of danger or which is reported to them as such by the Event Director, Race Director, or the Clerk of the Course;
- (6) Prohibit from taking part in, or if already started, prohibit further participation in any Sanctioned Series, Meeting or Event by any Competitor or competing vehicle who or which they consider to be ineligible to take part in such Series, Meeting or Event or which has been reported to them by the Event Director, Race Director, or the Clerk of the Course as being ineligible (in which event such action shall be taken to be a preventative measure and shall be without prejudice to the imposition of any further penalty or sanction);
- (7) Exclude from any Meeting or Event, or otherwise penalise, any Competitor they find guilty of bad conduct;
- (8) Postpone the Meeting or an Event in a case of force majeure or for reasons of safety;
- (9) Stop any Meeting or Event for reasons of force majeure or safety;
- (10) Accept or reject any rectifications proposed by a Judge;
- (11) Authorise a restart after an Event has been stopped and determine if an Event should be concluded after it has been stopped by the Event Director, Race Director, or by the Clerk of the Course;
- (12) Authorise a tiebreak in the event of a dead heat but in no circumstances may they order the Event to be re-run;
- (13) Cancel or render null and void controls and stages in Rallies;
- (14) Amend the classification;
- (15) Inflict penalties;
- (16) Recommend to MotorSport NZ that it take disciplinary action against a Member Club, Officer or Official in accordance with Articles 91 and 92 of this Code;
- (17) Amend the point's classification of a Sanctioned Series a round of which is held at the Meeting or Event;

- (18) Impose any penalties prescribed by the Articles of a Sanctioned Series a round of which is held at the Meeting or Event;
- (19) Award costs;
- (20) If appointed by MotorSport NZ act, in addition to all other duties of a Steward, as an Observer of the Meeting or Event observing and checking both the organisation and operation of the Meeting or Event.

**78. Duties and Authority of Event Management (if appointed):**

- (1) Event Director: The Event Director (if appointed) shall have overriding authority until the conclusion of the meeting. An Assistant Event Director may also be appointed who shall carry out those duties of the Event Director as may be assigned to him and the Clerk of the Course may give instructions and directions only with the express consent of the Event Director or Assistant Event Director in each case, in accordance with this Code or the Standing Regulations or Supplementary Regulations (if any).
- (2) Race Director: The Race Director (if appointed) will have authority for a specific category to manage category Articles, competition activity and to impose any penalties (subject to the requirements of Part VII). Driving Standards Observers may be appointed to assist.

**79. Duties and Authority of the Clerk of the Course:**

- (1) The Clerk of the Course shall work in permanent consultation with the Event Director (if any) and/or Race Director (if any).
- (2) The Clerk of the Course is responsible for the conduct of the Meeting or Event in accordance with this Code and, in particular, the Regulations governing it, except where an Event Director and/or Race Director (if any) has authority.
- (3) For MotorSport NZ Championship Races and Rallies, the appropriate level of licence is required.
- (4) If a Secretary of the Meeting is not appointed, the Clerk of the Course automatically takes on that responsibility. There may be different Clerks of the Course appointed for various events during a meeting. There may be one(1) or several Assistant Clerks of the Course appointed who are responsible to the Clerk of the Course.
- (5) The role of the Clerk of the Course begins with the opening of entries and ends when their final report to the Stewards is signed. The Clerk of the Course shall in particular:
  - (a) Check that all members of the organisation are competent and aware of their duties;
  - (b) Co-ordinate and supervise the organisation of the events;
  - (c) Generally keep order in cooperation with all civil authorities;
  - (d) Ensure that all elements of the safety services and the safety barriers if required are in position and ready to carry out their duties or purpose. The Stewards should be informed if any of these elements are missing or impaired and should be advised by the Clerk of the Course as to the next step to be taken;

- (e)** Cooperate with any Official or observer appointed by MotorSport NZ, any conflict with whom, to be resolved by the Stewards;
- (f)** Control the running of the Meeting or Event and, if necessary, propose to the Stewards any proposal to modify the programme or itinerary whether for the interests of the Meeting or Event, the public, safety or force majeure;
- (g)** Check that results are established and distributed as quickly as possible to Competitors;
- (h)** Prevent from competing any vehicle that is of dangerous construction or condition;
- (i)** Stop by the appropriate means any Competitor who is dangerous to the public, or to other Competitors, and also those Competitors who the Stewards direct to be so stopped;
- (j)** Stop the practice or Meeting or Event when it is unsafe to continue;
- (k)** Ensure that each vehicle has the correct Competition number;
- (l)** Supervise the Entrants, Competitors and their competing vehicles to prevent any who have been disqualified, suspended or excluded or any ineligible Driver or vehicle from taking part in the Meeting or Event;
- (m)** Ensure that all Entrants, Competitors and Officials have the required Licences;
- (n)** Ensure that the correct Competitor drives each vehicle;
- (o)** Bring the vehicles in accordance with the established starting order to the start and if necessary, start them;
- (p)** Keep the Stewards fully informed regarding all incidents and conduct an inquiry into any incident if appropriate;
- (q)** Receive any protests and convey the same to the Stewards;
- (r)** Convey to the Stewards any breach of any rule by or misbehaviour of a Competitor;
- (s)** Convey to the Stewards any proposal to modify the rules or regulations or the programme;
- (t)** Collect the reports of timekeepers, scrutineers and observers and all other information necessary for the determination of the results of the Meeting or Event;
- (u)** Convey to the Stewards the provisional and final results;
- (v)** Ensure the security of the parc fermé and authorise the release of vehicles upon the expiry of the time limit for Protest, or authorisation prior to this time from the Stewards of the Meeting;
- (w)** Prepare and submit, with the assistance of the Secretary of the Meeting, the closing report of the Meeting or Event, and convey same to the Stewards and;

- (x) Impose the penalties, which the Clerk of the Course shall have the authority to inflict for breach of the appropriate Appendices or Schedules to this Code and the Regulations of the Meeting or Event;
- (y) Receive, deal with and resolve all and any complaints or requests for action received from any Competitor (including any complaint made pursuant to Article 31(2) by a Competitor as to manifest error in or omission from any results) or from any other Official of the Meeting or Event or from any Official of a Sanctioned Series of which the Meeting or Event is a Round;
- (z) Receive, deal with and resolve all and any complaints received from any Competitor in the Meeting or Event which is a round of a Sanctioned Series that another Competitor or competing vehicle is, under the Articles of the Series, ineligible to compete in the Meeting or Event.

**80. Duties and Authority of Sanctioned Series Officials:**

- (1) The duties and authority of all Officials of a Sanctioned Series shall be limited to and set out in the Series Articles and subject to paragraphs (2) and (3) of this Article, no official of the Series shall have any authority of any kind in relation to the organisation or conduct of any Meeting or Event which is a round of the Series.
- (2) The Series Coordinator of a Sanctioned Series shall at a Meeting or Event which is a round of the Series, have the authority, in conjunction with the Series Scrutineer to determine the eligibility of any Competitor or competing vehicle to enter or compete in any Event which is a round of the Series (provided however, that upon determining any Competitor ineligible, the Series Coordinator shall report the same to the Clerk of the Course and shall have no power or authority to prevent such Competitor from entering or competing in the Event pursuant to Article 21(6) of this Code, such power to be exercised by the Clerk of the Course).
- (3) The Series Scrutineer of a Sanctioned Series shall hold a MotorSport NZ Scrutineers Licence as prescribed from time to time in Appendix One of this code.
  - (a) The Series Scrutineer of a Sanctioned Series shall at a Meeting or Event which is a round of the Series, have the authority:
    - (i) To inspect any competing vehicle entered or competing in any Event which is a round of the Series; and
    - (ii) To impound and affix seals to and inspect for technical eligibility (including in the parc fermé if any) any competing vehicle which is entered in the Series.

**81. Duties of the Secretary of the Meeting:** The Secretary of the Meeting shall be responsible for the administrative organisation of the meeting and in particular, shall:

- (1) Check the validity of all entries received and report thereon to the Organising Committee of the organiser;
- (2) Check or cause to be checked each Competitor's Licence;
- (3) During the Meeting or Event, maintain the Official Notice board or boards;
- (4) Publish on the Official Notice board or boards, all Official Bulletins from the Stewards and information from the Clerk of the Course;

- (5) Send all necessary documentation to Officials and Competitors, before and after the Meeting or Event; and
- (6) If necessary, assist the Clerk of Course to compile the final report.

**82. Duties of the Starter:** The principal duties of the starter are:

- (1) To receive the vehicles proceeding to the starting area under the control of the Clerk of the Course and arrange them in their correct order on their start lines; and
- (2) After ascertaining that the conditions for the start are complied with, start the Event.

**83. Duties of the Timekeepers:** The principle duties of the timekeepers are:

- (1) To report to the Clerk of the Course at the beginning of the Meeting or Event to receive instructions;
- (2) To check their equipment and verify its accuracy;
- (3) To declare the time taken by each Competitor to complete the course; and
- (4) Not to communicate any results or times except to the Stewards or the Clerk of the Course, Competitor Relations Officer(s) or except as may be instructed by these Officials.

**84. Duties of the Scrutineers:** Without prejudice to the duties and authority of a Series Scrutineer appointed under the Articles of any Sanctioned Series, Scrutineers are entrusted with the checking of competing vehicles for safety and for compliance with the various classifications, rules and regulations and the examination of the protective clothing and helmets of Competitors. In particular, scrutineers shall:

- (1) Make these checks before the Meeting or Event when requested to do so by MotorSport NZ or the organiser and during the Meeting when requested by the Clerk of the Course or the Stewards or the Series Coordinator or Series Scrutineer; and
- (2) Use only checking equipment of a type or types approved by MotorSport NZ;
- (3) Not communicate any official information except to the Clerk of Course or Stewards, or Series Coordinator or Series Scrutineer;
- (4) Report to the Clerk of the Course or Series Coordinator or Series Scrutineer any vehicle they consider dangerous in construction or unsafe or ineligible to compete; and
- (5) Prepare and have the Chief Scrutineer sign their reports and forward them to the Official or MotorSport NZ, which ever may request such reports.

**85. Duties of Technical Officers Appointed by MotorSport NZ:** MotorSport NZ may appoint one(1) or more technical officers to attend Meetings and Events. Such technical officer or officers at a Meeting or Event, shall ensure that:

- (1) An acceptable standard of scrutineering is maintained;
- (2) An audit programme of inspections is undertaken for compliance with the relevant eligibility regulations covering the Meeting or Event;
- (3) The results of any inspection are forwarded in writing to the Clerk of the Course as soon as practicable;



And may recommend exclusion of any competing vehicle from a round of any MotorSport NZ Championship on the grounds of eligibility, such recommendation to be reported to the Clerk of the Course either directly or indirectly through the Championship Coordinator. MotorSport NZ Technical Officers may also affix seals to competing vehicles and components thereof.

**86. Duties of Judges:**

- (1) The organiser of any Meeting or Event may, in the Supplementary Regulations, appoint the following judges:

  - (a) Starting Judges appointed to supervise the starts who shall immediately point out to the Clerk of the Course any false starts which may have occurred;
  - (b) Finishing Judges, for any Event where the order in which Competitors pass the finishing line must be determined, appointed to make such a decision who may refer to the chief timekeeper prior to giving their decision;
  - (c) Judges of Fact, in an Event where a decision has to be given as to whether a Competitor has touched or passed a given line or upon any other similar act which has been laid down in the rules or regulations for the Event, who shall be responsible for one or several of these decisions;
  - (d) Technical Judges (who must be either the Chief Scrutineer of the Meeting or Event, or the Technical Officer appointed by MotorSport NZ in accordance with Article 70 of this Code, or the Series Scrutineer) who shall be responsible for inspecting competing vehicles for eligibility for the Meeting or Event and reporting their inspections to the Clerk of the Course and who shall, in the absence of manifest error, be judges of fact as to the weight and measurement of competing vehicles or controlled parts;
  - (e) Noise Judges appointed, for any Event where there are noise emission limitations imposed, shall immediately inform the Clerk of the Course any instances where the limits are exceeded;
  - (f) Tyre Judges appointed, for any Event where there are tyre limitations imposed, shall immediately inform the Clerk of the Course any instances where the limits are exceeded.
  - (g) Judges of Fact – Alcohol appointed, for any Event where there is alcohol testing being undertaken, shall immediately inform the Clerk of the Course any instances where the limits are exceeded.
- (2) All judges referred to in paragraph (1) of this Article must be nominated in the Supplementary Regulations for a Meeting or an Event or published in an Official Bulletin concerning that Meeting or Event.
- (3) The facts to be judged by any judge or judges nominated in accordance with paragraph (1) of this Article must be specified in the Supplementary Regulations, Sanctioned Series Articles or Official Bulletin appointing the judges provided however, that no judge may be appointed in respect of facts which are not set out in this Article of this Code.
- (4) No protest shall be admitted against the decision of any judge appointed in accordance with this Article 86 provided however that if any judge considers that a mistake has been made by themselves or by another judge, they may, with the consent of the Stewards, correct such mistake.

- (5) At the close of the Meeting or Event each judge shall send to the Clerk of the Course a report as to their decisions made during the course of the Meeting or Event.

**87. Duties of Handicappers:** The handicappers shall, after entries have closed, prepare the handicaps in accordance with the requirements of the Supplementary Regulations and shall state if a handicap in an Event is to be increased as a result of a performance made in a previous Event.

**88. Duties of Competitor Relations Officer:** The organisers of any Meeting or Event may appoint a person or persons, who must be approved by MotorSport NZ, to be Competitor Relations Officer for the Meeting or Event. The Competitor Relations Officers must have a good knowledge of this Code (including all Appendices thereto and all Schedules to such Appendices), the Standing Regulations, the Supplementary Regulations (if any) and the Series Articles, each as may be applicable to the Meeting or Event or the Sanctioned Series a round of which is to be held at the Meeting or Event and must be easily identifiable to the Competitors at the Meeting or Event and where possible, should:

- (1) Have their photograph included in the Supplementary Regulations (if any) or in an Addendum if possible; and,
- (2) Wear conspicuous identification; and,
- (3) Be introduced to the Competitors at the Meeting briefing (if any); and,
- (4) May attend the meetings of Stewards, (except when they retire to consider a verdict for a protest hearing, and perform the following principal duties); and
- (5) Keep the Competitors informed of the current situation regarding the running of an Event; and
- (6) Act as a go-between for the Competitors and Officials to assist in solving problems; and
- (7) At the beginning of the Meeting or Event, have the Secretary of the Meeting draft a schedule of the Competitor Relations Officer's timetable and availability which shall be posted on the Official Notice Board and which shall include presence at scrutineering, at the Secretariat or Headquarters of the event, at the start of each Event, at any designated break-points in the Event, at impounds or at post-Event scrutineering; and
- (8) During the Meeting or Event, give accurate answers to all questions asked, provide to the Competitors all information or additional clarification in connection with the Standing Regulations, the Supplementary Regulations (if any) and the running of the Meeting or Event; and
- (9) Generally avoid forwarding questions to the Event Officials which can be answered satisfactorily by a clear explanation, with the exception of protests (such as clarifying disputes over times, with the assistance of timekeepers); and
- (10) Refrain from saying anything or taking any action, which might give rise to protests.

**89. Duties of Accident Investigator:**

- (1)** The organisers of a Rally or Meeting or Event shall appoint a person to be the Accident Investigator for the Meeting or Event who may have other duties at the Meeting or Event so long as they are of such a nature that they can be delegated or dispensed with, without affecting the continuing effective running of the Meeting or Event immediately an injury accident or incident occurs which requires the attention of the Accident Investigator.
- (2)** The principal duties of the Accident Investigator shall be immediately on being advised of an accident which may involve injury, to proceed with all possible speed to the place of the accident, try to assess generally what has happened, proceed to speak to as many witnesses as possible, record all relevant details in the accident report form prescribed by MotorSport NZ for the purpose from time to time, and to hand such report to the Clerk of Course for onwards transmission to the Stewards.
- (3)** All Meeting and Event organisers and Accident Investigators are required to keep a copy available for immediate reference at all times during the Meeting or Event of the Notes for the Guidance of Officials of the Meeting or Event involved in an Inquiry into a death which are prescribed by MotorSport NZ in Appendix One of this Code.

Last updated: 1 February 2024

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Amendment Number	Date Published	Date Implemented	Article Number
<a href="#">36077</a>	1 February 2024	1 February 2024	Information
<a href="#">36063</a>	1 August 2023	1 August 2023	Article 98 and 100

**Note:** Amendments will be visually highlighted for a duration of 12 months starting from the implementation of each amendment. Text changes made for grammatical and/or formatting purposes will not be subject to highlighting.

## NATIONAL SPORTING CODE – PART VIII – PENALTIES

**Information:** For further information on the Inquiry and Judicial Hearing process and associated time lines refer to the chart at the end of [Guidance of Officials](#).

### 90. Penalties on Competitors, Entrants and Drivers:

- (1) Competitors, Entrants and Drivers in all Meetings and Events including Sanctioned Series who or which are in breach of this Code, or the Sanctioned Series Articles, or the Standing Regulations or the Supplementary Regulations (if any) of the Meeting or Event shall be disciplined and penalised by:
  - (a) The Event Director or Race Director (if any);
  - (b) The Clerk of the Course or licensed Assistant Clerk of the Course of the Meeting or Event; or
  - (c) The Stewards; or
  - (d) The Judicial Committee in a Judicial Hearing held for the purpose in accordance with Part X of this Code; or
  - (e) The National Court of Appeal;In each case, in accordance with this Code.
- (2) Competitors, Entrants and Drivers in a Sanctioned Series, who are in breach of the Series Articles may not be disciplined and penalised by the Series Coordinator of the Series.
- (3) MotorSport NZ shall in this Code and in either Appendix One of this Code, or in the Standing Regulations prescribe from time to time all penalties to apply to Competitors, Entrants and Drivers in Meetings and Events (to the exclusion of any other penalty or penalties), for breaches of:
  - (a) This Code; and,
  - (b) Any of the Appendices to this Code; and,
  - (c) Any of the Schedules to the Appendices of this Code; and,

- (d) The Standing Regulations of the Meeting or Event; and,
  - (e) The Supplementary Regulations of the Meeting or Event (if any), and
  - (f) The Sanctioned Series Articles (if any).
- (4) The penalties for breaches of the Articles of any Sanctioned Series shall (to the exclusion of any other penalty or penalties) be set out in the Series Articles and any such penalty shall be in addition to and not in substitution for any Meeting or Event penalty.

**91. Penalties on Officials: Any Official of:**

- (1) A Sanctioned Series; or
- (2) A Meeting or an Event

Who, during the conduct of a Series, Meeting or Event is in breach of:

- (3) This Code; or
- (4) Any of the Appendices to this Code;
- (5) Any of the Schedules to the Appendices of this Code;
- (6) The Series Articles; or
- (7) The Standing Regulations of the Meeting or Event; or
- (8) The Supplementary Regulations of the Meeting or the Event (if any);

Shall be disciplined and penalised by MotorSport NZ in accordance with such guidelines, procedures and according to such penalties as MotorSport NZ shall in Appendix One of this Code, prescribe from time to time provided however that no such discipline or penalty shall in any circumstance permit MotorSport NZ to do other than endorse, downgrade, suspend or cancel any licence held by the Official.

**92. Penalties on Member Clubs, and Officers, Licence Holders, members of affiliated clubs, or other members of MotorSport New Zealand:**

- (1) Any Member Club organising:

- (a) A Series; or
- (b) A Meeting or an Event

And any Officer who or which during the conduct of any Meeting or Event is in breach of:

- (c) This Code; or
- (d) Any of the Appendices to this Code;
- (e) Any of the Schedules to the Appendices of this Code;
- (f) The Series Articles; or

- (g) The Standing Regulations of the Meeting or Event; or
- (h) The Supplementary Regulations of the Meeting or the Event (if any);

Or who acts or omits to act in any way prejudicial to MotorSport NZ or automobile sport generally or brings MotorSport NZ or automobile sport generally into disrepute, shall be disciplined and penalised by MotorSport NZ in accordance with such guidelines, procedures and according to such penalties as MotorSport NZ shall in Appendix One of this Code, prescribe from time to time.

- (2) Any Member Club, Officer or any Member of a Member Club, and any other members of MotorSport New Zealand or its affiliates, or any holder of a licence issued by MotorSport NZ, who or which at any time other than during the conduct of a Meeting or Event acts or omits to act in any way prejudicial to MotorSport NZ or automobile sport generally or brings MotorSport NZ or automobile sport generally into disrepute, shall be disciplined and penalised by the Judicial Committee established under Part X of this Code.

### 93. **Necessity for Hearing Prior to Imposition of Penalty:**

- (1) Prior to any penalty (except a time or drive through penalty) being imposed on any Competitor, Entrant, Driver, Member Club, Officer, Official or member of an affiliated club, a proper hearing must be held by the Official, MotorSport NZ, the Sports Tribunal of New Zealand, or the National Court of Appeal, whoever or whichever is imposing the penalty.
- (2) Any hearing may be held by conference, or telephone, or video conference facilities, or by other means of electronic communication with the consent of MotorSport NZ.
- (3) Those persons, firms or bodies corporate who or which may appear to be liable to a penalty must be given reasonable notice in writing of the time and place of the hearing and the matter which may give rise to a penalty. Any failure on the part of the person, firm or body corporate so notified to attend the hearing shall not vitiate or invalidate the hearing.
- (4) Save for hearings before the Sports Tribunal of New Zealand, neither MotorSport NZ nor any party to or person attending a hearing shall be entitled to be represented at the hearing by legal counsel and must instead appear either on their own behalf or be represented by such person (not being legal counsel) as they may nominate for the purpose.
- (5) Save for Appeals before the National Court of Appeal audio or video recording of hearings is not permitted.

### 94. **Specific Behaviour, Which May Be Penalised:** In addition and without prejudice to anything contained in this Code or any Series Articles or any Standing Regulations or Supplementary Regulations, it shall be a breach of this Code for any Officer, or Member Club organising a Series, Meeting or Event, or any Competitor, Entrant, Driver or Official in a Series, Meeting or Event:

- (1) To bribe or attempt to bribe, either directly or indirectly, any other Competitor or Official or any other person being employed in any manner in connection with the Series, Meeting or Event and for any such other Competitor or Official to accept, or offer to accept, any bribe;
- (2) To do or attempt to do any act or thing which has or is likely to have the effect of facilitating the entry into any Series, Meeting or Event of:

- (a) A competing vehicle which the Entrant, by wilfully concealing or misrepresenting any information required to be disclosed in the entry concerning the competing vehicle or the make or model thereof, knows to be ineligible for the Series, Meeting or Event;
- (b) Any Competitor who does not hold the appropriate Licence required for that Series, Meeting or Event;
- (3) To act or proceed in any fraudulent way or act prejudicial to the interests of any Series, Meeting or Event or to the interests of automobile sport in general;
- (4) To drive in a reckless or careless manner in any Series, Meeting or Event or the practice therefore; or
- (5) To misbehave or engage in any unfair practice; and
- (6) To wage a bet with the Totalisator Agency Board on the outcome of the Series, Meeting or Event or any part thereof (but not those Officials who, by their actions, deliberations or direct power cannot alter or influence in any way the outcome of any Series, Meeting or Event).
- (7) To abuse or threaten an official or competitor of any Series, Meeting or Event. The Clerk of the Course will hold a hearing to establish if an offence has occurred and if so found he/she will refer the matter to the Stewards for the application of a penalty. Should there only be one(1) Steward appointed to the meeting or event, the Steward may;
  - (a) apply a penalty under Schedule P NSC.7, or
  - (b) refer the matter to MotorSport NZ for penalty.
- (8) To have a prohibited substance or alcohol in their system during any Series, Meeting or Event.

**95. Non-Payment of Fees or Charges:** In the event that any person, Member Club, firm or organisation fails to pay any fees or charges due and owing to MotorSport NZ after the due date for payment then any Licence or Permit held by such person, Member Club, firm or body corporate may, without prejudice to any of MotorSport NZ's other rights and remedies, be suspended until such time as payment is made.

**96. Liability to Pay Fines and Costs:** The liability for payment of all fines and costs imposed upon the Driver, crew or Co-Driver of any competing vehicle shall at all times lie with the Entrant of that competing vehicle. All fines and costs shall constitute a debt due and owing by the Entrant to MotorSport NZ, which shall be recoverable as such.

**97. Time Limit for Payment of Fines and Costs:**

- (1) All fines and costs imposed shall be paid to MotorSport NZ within 48 hours of the decision in which the fine was imposed.
- (2) Without prejudice to any other available right or remedy of MotorSport NZ, all fines or costs not paid by the deadline for payment shall attract interest at the rate of eighteen (18.0%) per cent per annum, calculated on a daily basis from the time payment is due and in addition and without prejudice to its other rights and remedies, MotorSport NZ may at its

option (in its absolute discretion) suspend any Licence held by the person, Member Club or body corporate liable to pay until:

- (a) The date payment is made; or
- (b) The expiry of a period of time after payment is due, as shall be equal to the number of days that payment was overdue.

**98. Effect of Endorsement of Licence:**

- (1) Any endorsement of a Competitor's Licence will specify a term. Upon the expiration of this endorsement, Competitors with physical Licences may exchange their existing Licence for a replacement Licence issued by MotorSport NZ. For Competitors with digital Licences, the endorsement will automatically expire and be removed from their digital Licence at the specified expiry date.
- (2) If any further endorsement of the Licence for the same kind of offence is incurred during the term of the earlier endorsement, the Licence will be automatically suspended for the balance of the term of the first endorsement.

**99. Effect of Exclusion from a Sanctioned Series, Meeting or Event:** Any exclusion of an Entrant or Competitor from a Sanctioned Series, Meeting or Event excludes the Entrant or Competitor from taking part in the Series, Meetings or Events specified in the exclusion and removes the Entrant or Competitor from the classification in any Sanctioned Series or Event specified in the exclusion. Any exclusion from an Event may also specify exclusion from Events prior to the exclusion being imposed (with the resultant deduction of points from any Sanctioned Series of which the Event was a round).

**100. Effect of Suspension of a Licence:** While in force, any suspension of a Licence will entail (in the case of an Entrants or Competition Licence) the loss of any right to take part in any capacity whatever in any Series, Meeting or Event held in New Zealand or (in the case of an Officials Licence) the loss or any right to officiate at any Series, Meeting or Event and will result in an immediate withdrawal of Licence.

If however MotorSport NZ wishes the suspension to have international effect, it shall notify the Secretariat of the FIA who shall inform all other ASNs, in which event the suspension shall then be immediately noted by MotorSport NZ which shall take the necessary measures to make it effective.

- (1) In the event of a Licence suspension, any Licence holder, whether holding a physical or digital Licence, is required to comply with the suspension by adhering to the following:
  - (a) For physical Licence holders, the Licence must be promptly surrendered to MotorSport NZ, and it will be returned at the expiration of the suspension period. Any delay in surrendering the licence on the part of the licence holder shall be added to the term of suspension.
  - (b) For digital Licence holders, the suspension will be implemented within the MotorSport NZ online system, and access to the Licence will be temporarily disabled for the duration of the suspension.

**101. Effect of Disqualification of Licence:** Disqualification of Licence shall, unless remitted, be a permanent loss of any right to hold any Licence of the same kind as that disqualified. Any purported entry to any Series, Meeting or Event by any person subject to disqualification of an



Entrants or Competition Licence in accordance with this Article shall be of no effect and shall entitle the organiser to retain any entry fee paid.

- 102. Effect of Suspension or Disqualification of a Competing Vehicle:** Any suspension or disqualification of a particular competing vehicle or model or series thereof may be made to apply within New Zealand or internationally and if international, shall be reported by MotorSport NZ to the FIA who will notify all other ASNs. If MotorSport NZ imposes the sentence of suspension or disqualification upon a competing vehicle homologated by another ASN, such sentence is subject to appeal to the FIA whose judgement shall be final.
- 103. Notification of Penalties to International Sporting Federations:** Any suspension and disqualification applicable internationally will be communicated to those ASNs designated by the FIA, which have agreed to apply, on a reciprocal basis, the penalties inflicted by the FIA.
- 104. Statement of Reasons for Suspension or Disqualification:** In notifying sentences of suspension or disqualification to the Secretary General of the FIA, it shall be necessary for MotorSport NZ to give its reasons for such a penalty, but the reasons shall in no event be published by the FIA.
- 105. Loss of Points and Awards:** Without prejudice and in addition to any penalty contained in the Articles of a Sanctioned Series, any Competitor excluded, suspended, or disqualified during a Meeting or an Event will lose the right to any of the awards or prizes applicable to such Meeting or Event or the right to any points or awards or prizes applicable to that Meeting or Event.
- 106. Publication of Penalties:** The FIA, or MotorSport NZ shall have the right to publish or cause to be published a notice stating that it has penalised any Competitor, Official, Member Club, competing vehicle, or model of competing vehicle. Persons referred to in such notice shall not, by virtue merely of the publication of such notice, have any cause of action against the FIA, or MotorSport NZ or against any publisher of the said notice.
- 107. Remission of Sentence:** MotorSport NZ may, in its absolute discretion remit the unexpired period of any suspension or may, in its further absolute discretion, remove a disqualification at any time upon such conditions as it may determine.

Amendment Number	Date Published	Date Implemented	Article Number
<a href="#">36045</a>	19 April 2022	19 April 2022	Complete reissue

**Note:** Amendments will be *visually highlighted* for a duration of 12 months starting from the implementation of each amendment. Text changes made for grammatical and/or formatting purposes will not be subject to highlighting.

## NATIONAL SPORTING CODE – PART X – INQUIRIES AND JUDICIAL HEARINGS

### 118. Inquiries and Judicial Hearings:

- (1) **Inquiries by MotorSport NZ:** MotorSport NZ may, in accordance with Articles 118, 119, 120 and 121 of this Code, conduct an Inquiry process pursuant to Article 121 of this Code to inquire into or investigate any aspect(s) of motorsport, including regarding any Meeting or Event (or any aspect of any Meeting or Event), or any other matters which are properly raised or identified in accordance with this Part X of the Code. Such Inquiries will be before an Inquiry Panel.
- (2) **Judicial Hearings by MotorSport NZ:** MotorSport NZ may in accordance with Articles 118-121 of this Code convene a Judicial Hearing in accordance with Article 122 of this Code in relation to any matter properly raised or identified in accordance with this Part X of the Code. Such Judicial Hearings will be before a Judicial Committee.
- (3) **Specialist Drug or Doping Issue Hearings:** Notwithstanding all other provisions of this Part X, if a report is received from Drug Free Sport New Zealand (or any other authorised Anti-Doping Agency recognised by MotorSport NZ) alleging drug use or doping in relation to any event or involving any party at any motorsport event under the Authority of MotorSport NZ (a “Drug/Doping Report”) then:
  - (a) the provisions of Article 118(3)(i) and 118(3)(ii) of this Code, and not the other Articles in this Part X, shall apply in relation to:
    - (i) any hearing before the Sports Tribunal of New Zealand (or other authorised Anti-Doping tribunal or other body, other than the Judicial Committee) shall be arranged by that tribunal or other body, in accordance with its rules, processes and time-frames;
    - (ii) MotorSport New Zealand may provide whatever assistance and take any steps the Sports Tribunal of New Zealand (or other authorised Anti-Doping tribunal or other body) reasonably requires.
  - (b) but this Article 118(3) will not preclude MotorSport NZ considering, under this Part X, any other drug or alcohol related issues that do not fall within the jurisdiction of, or which are not dealt with in substance by, any other tribunal or body that would otherwise have jurisdiction in accordance with Article 118(3).

**119. Applications, Requests and Complaints that may be considered under Part X:**

- (1)** Without affecting in any way any existing right as to protest or appeal under this Code, the President (in accordance with a majority decision of the Board), the Chief Executive Officer, any Member Club, any member of a Member Club, or any Official, Entrant, Promotor, Venue owner or Competitor may, in writing and delivered to MotorSport NZ, within the time-frame specified in Article 120, apply for or request an Inquiry in relation to the conduct of any Meeting or Event (or any part of any Meeting or Event), or any other matter to which this Part X of this Code applies.
- (2)** An application, request or complaint that does not strictly comply with all of the requirements of Article 119(1) may be treated as an application or request for an Inquiry under this Part X if it is determined by the Inquiry Review Panel that there are circumstances such that there should be an Inquiry in relation to the application.

**120. Time-frames, and extended or shortened time-frames under Part X:**

- (1)** Any application or request for an Inquiry shall be made in writing to MotorSport NZ within fourteen (14) days of; the conclusion of a Meeting or Event, or the date the incident or issue arises or comes to the attention of the applicant.
- (2)** Time-frames for other steps in this Part X process are set out in the relevant parts of this Part X.
- (3) Extending or reducing time-frames in special circumstances:** Part X time-frame(s) may be extended or reduced (before or after a step is required to be taken) if the Inquiry Review Panel determines that there are special circumstances such that allowing a different timeframe is in the interests of MotorSport NZ and motorsport under the authority of MotorSport NZ. Any reduction of a timeframe will be conditional on the written agreement of all affected parties.
- (4) Notice of changed time-frames:** Notice of any decision to extend or shorten time frames under Part X shall be given to the party making the request or application, and any other party that could be affected by the request or application.

**121. Inquiries and decisions as to whether to convene an Inquiry or Judicial Hearing:**

- (1)** Following receipt of an application or request in accordance with Article 119 of this Code, and subject to Article 121(2) and (4) of this Code, MotorSport New Zealand through its Inquiry Review Panel shall in accordance with this Article 121 of this Code consider whether the request or application meets the criteria for an Inquiry or Judicial Hearing.
- (2) Inquiry Criteria:** the following shall be the minimum criteria that shall be considered when assessing whether to convene an Inquiry ("Inquiry Criteria"):
  - (a)** Has the application, request or complaint been made in accordance with Article 119.
  - (b)** Is the issue, matter or complaint one which could have been dealt with under the usual processes available to an official or competitor under the Sporting Code at a Meeting or Event and if so, are there any special circumstances such that the issue should be considered further despite those options not having been pursued; or

- (c) does the issue, matter or complaint affect MotorSport NZ Inc or the conduct or administration of motorsport in general in New Zealand.
  - (d) has a miscarriage of justice occurred.
- (3) The inquiry review process shall be undertaken by an Inquiry Review Panel which will be made up of the CEO and a Motorsport New Zealand Department Head or appointed member of the Judicial Committee. For the purpose of this clause Department Head refers to the incumbent Chief Clerk of the Course, Chief Steward, and Chief Competitor Relations Officer.
- (4) **Judicial Hearing Criteria:** For the purposes of this Article 121 the following shall be the criteria that shall be considered when assessing whether to convene a Judicial Hearing (the “Judicial Hearing Criteria”):
  - (a) Has the applicant, request or complaint been made in accordance with Article 119.
  - (b) Has the Entrant or Competitor availed themselves of all options to raise the issue or issues in accordance with the processes in this Code that could have been pursued at the Meeting or Event? Alternatively, if they have not, are there Special Circumstances such that the issue or issues should be considered further despite those options not being pursued?
  - (c) Has there been misconduct such that a breach of this Code may have occurred or a miscarriage of justice resulted.
- (5) If the Inquiry Review Panel considers that an application or request that has been referred to it is outside the provisions of Article 121 (2) or (4) of this Code, or is frivolous or vexatious, or that is otherwise wholly without merit, then the Inquiry or Judicial Hearing shall not proceed and the inquirer and any other parties shall be advised, by the CEO, accordingly.
- (6) If the Inquiry Review Panel decides not to proceed with an Inquiry or Judicial hearing, then the party which made the request shall be advised of the right to request a review of this decision pursuant to subsection 121(7).
- (7) **Request for Review:**
  - (a) Any request for a review of the decision must be made within two (2) working days of receiving the advice that the Inquiry or Judicial hearing will not proceed.
  - (b) Should the Inquirer choose to request a review, then a Request Review shall be undertaken within 7 days with the sole purpose of reviewing the decision of the Inquiry Review Panel.
  - (c) The Request Review shall be undertaken by a two (2) person panel selected by the Chief Executive Officer from a list approved by the Board for the purpose.
  - (d) The Request Review Panel shall report its findings to the Chief Executive Officer, who shall immediately advise the Inquirer of its decision.

- (e) There shall be no further right of review or Appeal.
- (8) If the Inquiry Review Panel, considers that an Inquiry or Judicial Hearing is warranted, (or if a Review Panel determines, following a Request Review that an Inquiry or Judicial Review should be held), then within fourteen(14) days of its decision the Chief Executive Officer shall:
- (a) arrange and confirm the date, time and venue for an Inquiry or Judicial Hearing of the Judicial Committee;
  - (b) appoint the Panel or Judicial Committee members; and
  - (c) give Notice of the Hearing to be held by the Inquiry Panel or Judicial Committee, giving not less than seven (7) days written notice of the hearing date(s) provided that the hearing may be held sooner if all parties consent.
  - (d) Notice for the purposes of Article 121(8) shall be sufficiently given if it is given to the current email or facsimile contact address held by MotorSport NZ for any party to whom notice is to be given, or to any email or facsimile address specified by any such party, or if MotorSport NZ does not hold any current email or facsimile contact address for any party, provided that MotorSport NZ takes reasonable steps to identify a current email or facsimile address and gives notice to that email or facsimile address.

## **122. Hearings:**

### **(1) Convening a Hearing:**

- (a) If it is decided to convene an Inquiry or Judicial Hearing to inquire into the matters outlined in 121(2) or (4), MotorSport NZ by and through its Chief Executive Officer shall arrange the Hearing before an Inquiry Panel or the Judicial Committee of MotorSport NZ established under and by virtue of Clause 18.4 of the Constitution.
- (b) An Inquiry Panel shall have as its Chairman a member of the Judicial Committee and two other members (appointed by MotorSport New Zealand), with experience to deal with the matters being inquired into.
- (c) A Judicial Committee will comprise a Chairperson and not less than two (2) other persons appointed by MotorSport NZ in accordance with this Article 122(1):
  - (i) from any current Judicial Committee Hearing panel or list, comprising individuals approved by the Board as persons who may be appointed to a Judicial Committee;
  - (ii) having regard to:
    - (1) the nature of the issues to be considered by the Hearing;
    - (2) the availability of suitable panel members;
    - (3) the desirability of proceeding within the time-frames provided for in this Code, without variation, wherever reasonably possible; and

- (4) any other matters MotorSport NZ considers to be relevant; and
    - (iii) provided that no person shall be appointed who is or was in any way personally or professionally interested in or concerned with any matter in respect of which the Judicial Hearing is to be held so that they have or may potentially have a conflict of interest.
  - (d) A Judicial Committee appointed to hear an anti-doping matter will comprise a Chairperson and not less than two (2) other persons appointed by the Chief Executive Officer in accordance with Article 122(1)(b), except that:
    - (i) at least one (1) of the persons appointed shall have particular expertise in relation to drug or alcohol issues, selected or identified by MotorSport NZ or the Board as persons who may be appointed to a Judicial Committee; and
    - (ii) a Judicial Committee appointed to consider an anti-doping matter shall satisfy the requirements of Appendix One Schedule D, Part One Article 2.2, of the Code.
  - (e) The notice of Hearing must contain sufficient details of the matters or conduct into which it is intended to inquire.
  - (f) The Chief Executive Officer will use reasonable endeavours to arrange the Hearing on a date or date(s) that is (are) not inconvenient for the party that raised the issue, other affected parties or witnesses, subject to complying with the requirements and time-frames in this Part X, and the availability of the person(s) or body to be appointed to hold the Hearing.
- (2) **Inquiry Hearing Grounds:** Subject to the balance of this Article 122:
- (a) The grounds that may be considered by the Inquiry Panel at any Inquiry Panel Hearing (the “**Inquiry Panel Grounds**”) are:
    - (i) That is appears on the basis of the issue, matter or complaint that has been raised that it is in the best interests of MotorSport New Zealand Inc or for the conduct or administration of motorsport in general in New Zealand that the matter is reviewed and determined by the Panel; or
    - (ii) That in the interests of fairness and/or safety the inquiry should be held; or
    - (iii) As a matter of public policy the matters raised require determination; or
    - (iv) Such other matters as in the circumstances warrant the conducting on the Inquiry.
- (3) **Judicial Hearing Grounds:** Subject to the balance of this Article 122:
- (a) The grounds that may be considered by the Judicial Committee at any Judicial Hearing (the “**Judicial Committee Grounds**”) are as follows:

- (i) the results of a competition have been improperly or incorrectly made out; or
- (ii) the conduct of a promotion or part thereof, or the conduct of any participant therein, or the eligibility of any competing vehicles involved a breach of the Code that is considered fundamental to the interests of motorsport (under the authority of MotorSport NZ) and the administration thereof by MotorSport NZ; or
- (iii) any penalty imposed was clearly excessive or clearly inadequate, or that for special reasons such penalty was inappropriate; or
- (iv) in respect of any competition, there has been either a gross miscarriage of justice or other breach of the Code that is considered fundamental to the interests of motorsport; or
- (v) any Official, Promoter, Organiser or any other person or Organisation has committed any breach of this Code, its Appendices and Schedules, or International Sporting Code; or
- (vi) any Official, Promoter, Organiser or any person or Organisation has been guilty of any act or omission prejudicial to the interest of MotorSport NZ, or any competition or of motorsport generally, or that brings MotorSport NZ or motorsport under the authority of MotorSport NZ into disrepute;
- (vii) there has been a breach of any of the provisions of this Code relating to use of drugs or alcohol (other than a matter to which the process comprised in Article 118(3) applies), including but not limited to Article 38.

**(4) The Hearing procedure/process:**

- (a) Each Inquiry Panel and every Judicial Committee will, subject to the requirements in Part X and in particular Article 122 of this Code (including as to the timeframes for particular steps to be taken), determine its own procedures, processes and rules, which may include taking whatever steps it considers necessary and appropriate in the interests of properly and efficiently dealing with the matters it is to consider.
- (b) The appointed Panel or Committee may delay the allocated date for commencing a Hearing if it considers that special circumstances arise such that a delay is in the interest of properly and efficiently dealing with the matters it is appointed to consider.
- (c) The members of the Panel or Committee Hearing shall reach decisions by consensus whenever it can, but otherwise by majority decision.
- (d) Any properly constituted Hearing may proceed, and a decision be reached notwithstanding the failure of any person to appear.
- (e) Save for any Hearing before the Sports Tribunal of New Zealand neither MotorSport NZ nor any party to or person attending the Judicial Hearing shall be

entitled to be represented at by legal counsel at any Judicial Hearing and the parties must instead appear either on their own behalf or be represented by such person (not being legal counsel) as they may nominate for the purpose.(

- (5) **The Decision at an Inquiry Hearing:** The Inquiry Panel shall reach a finding/decision or make recommendations at the Inquiry Hearing in relation to:
- (a) those matters referred to the Inquiry Panel in the Notice of Inquiry and in particular those matters referred to it contained in Article 122(2)(a).
  - (b) any other matters arising during the course of the Inquiry which the Panel consider it is appropriate to consider arising within its jurisdiction under the Code; and
  - (c) where the Panel determines that there has been a potential for a breach of this code to have occurred, to refer those matters for further determination by a Judicial Committee; and
  - (d) order that any party to the Hearing shall pay or contribute to the Inquiry's costs, and/or administrative costs and/or MotorSport NZ costs associated with the Hearing, and/or the costs of any other party attending the Hearing.
- (6) **The Decision at the Judicial Hearing:** The Judicial Committee shall reach a decision at the Judicial Hearing in relation to:
- (a) those matters referred to a Judicial Hearing in the Notice of Hearing, including in particular any matters relating to any of the Judicial Committee Grounds contained in Article 122(3)(a) that have been referred for a Judicial Hearing.
  - (b) any other matters arising during the course of the Judicial Hearing which the Judicial Committee considers it is appropriate to consider arising within its jurisdiction under the Code; and
  - (c) whether there has been a breach under this Code or its Appendices or Schedules, which falls within its jurisdiction, in which case it may:
    - (i) impose a Penalty or further Penalty under the authority of Article 90, 91 or 92, or vary or substitute any Penalty, or take any step under the authority of any applicable provision of this Code, but in no case shall the committee have the right to order that a Competition or Event shall be re-run; and/or
    - (ii) order that any party to the Judicial Hearing shall pay or contribute to the committee's costs, and/or administrative costs and/or MotorSport NZ costs associated with the Judicial Hearing, and/or the costs of any other party attending the Judicial Hearing.
- (7) **Decisions and Findings to be in writing:** All decision(s) and Findings shall be recorded in writing, including a brief summary of its decision(s) and its reasons. The written record of the Decision shall be approved by the Chairperson of the Panel or Judicial Committee.
- (8) **Notice of the Findings/Decision shall be given:**
- (i) to the party that made the application or request; and



- (ii) to any person(s), firm(s) or bodies corporate directly affected by any Decision as to whether they should face a penalty or sanction; and
- (iii) to all persons, firms and bodies corporate the Chief Executive Officer considers would be directly concerned in or affected by the decision; and
- (iv) by MotorSport NZ publishing notice of the Decision on its website.

**(9) Time-frames regarding Hearing Decision:**

The Findings/Decision (the approved written findings or decision) may be delivered directly to the parties at the conclusion of the Hearing, otherwise it shall be provided to the Chief Executive Officer within five(5) working days of the Hearing. If the Decision is delivered to the parties at the conclusion of the Hearing it shall be considered published on that day for the purposes of Article 125 of Part XI of this Code, Procedure for Appeals.

Last updated: 1 February 2024

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Amendment Number	Date Published	Date Implemented	Article Number
<a href="#">36076</a>	1 February 2024	1 February 2024	125 – Procedure for Appealing
<a href="#">36073</a>	2 October 2023	2 October 2023	125 – Procedure for Appealing

**Note:** Amendments will be *visually highlighted* for a duration of 12 months starting from the implementation of each amendment. Text changes made for grammatical and/or formatting purposes will not be subject to highlighting.

## NATIONAL SPORTING CODE – PART XI – APPEALS

### 123. National Court of Appeal:

- (1) MotorSport NZ shall from time to time establish and keep established a National Court of Appeal which shall be the final Court of Appeal in respect of motor sport in New Zealand in accordance with the provisions of the International Sporting Code of the FIA and which shall act as the National Court of Appeal.
- (2) The members of the National Court of Appeal shall be appointed by the Board of MotorSport NZ.
- (3) The National Court of Appeal shall comprise not more than seven(7) nor less than four(4) members one(1) of whom MotorSport NZ shall appoint as Chairman and one(1) as Deputy Chairman. Each sitting of the National Court of Appeal Court shall as a minimum, comprise either the Chairman or Deputy Chairman (who shall preside over the sitting) together with any two(2) other members.
- (4) The National Court of Appeal shall appoint and remove its own Secretary.
- (5) The members of the National Court of Appeal from time to time shall be:
  - (a) (In the case of Chairman and the Deputy Chairman) currently practicing barristers or barristers and solicitors of the High Court of New Zealand; and
  - (b) (Other members) persons having considerable experience in motor sport.
- (6) Each member of the National Court of Appeal shall be appointed for a period of five(5) years and thereafter for a further period or periods of five(5) years each unless and until the Board gives not less than three(3) months' notice of its intention not to renew a member's appointment prior to the expiry of any such member's term or renewed term.
- (7) Notwithstanding the provisions of paragraph (8) of this Article, any vacancy in the National Court of Appeal at any time (including a casual vacancy due to a member resigning, dying or ceasing to qualify as a member) may be filled by the Board of MotorSport NZ appointing a new member in which event, such member shall be deemed to have been appointed in accordance with paragraph (6) of this Article.
- (8) If a member of the National Court of Appeal should cease for any reason to be a member during his or her five(5) year term, the Board of MotorSport NZ may in its discretion and without prejudice and as an alternative to making an appointment in accordance with

paragraph (7) of this Article, fill the casual vacancy thus created for the unexpired portion of that member's five(5) year term.

- (9) The National Court of Appeal shall regulate its own procedure subject however to any procedural requirements of this Code or the International Sporting Code and with the exception of further appeals to the FIA permitted under the International Sporting Code, the decision of the National Court of Appeal shall be final and conclusive and no part thereof, shall be subject to further appeal or review of any kind.
- (10) No person who is in any way interested in or concerned with any matter, in respect of which an appeal is heard so that they have or may potentially have a conflict of interest, shall act in any judicial capacity in relation to such appeal.
- (11) If at the conclusion of the hearing the National Court of Appeal determines that there has been a breach under this Code or its Appendices or Schedules, the National Court of Appeal may inflict a Penalty under the authority of Articles 90, 91, or 92 of this Code and may order that any party to the hearing shall pay the Court's costs, the costs of any other party attending the appeal and administrative costs associated with the appeal provided that in no case shall the National Court of Appeal have the right to order that a Competition or Event shall be re-run.
- (12) The lodging of an appeal does not of itself suspend the application or effect of any penalty imposed which is the subject of, or a consequence of, the appeal lodged.

**124. Right of Appeal:** Any Officer, Competitor, Entrant, Driver, person, firm, body corporate, Member Club, or Official upon whom or which a penalty or any other decision has been imposed under this Code by:

- (1) The Stewards (including a penalty or decision imposed by another Official which is upheld by the Stewards in a protest); or
- (2) The Judicial Committee of MotorSport NZ in a Judicial Hearing held in accordance with Part X of this Code;

Shall have a right of appeal to the National Court of Appeal.

**125. Procedure for Appealing:**

- (1) Every Officer, Competitor, Entrant, Driver, person, firm, body corporate, Member Club or Official who or which intends to appeal against any penalty or decision ("the appellant") must deliver a Notice of Intention to Appeal to the Stewards, MotorSport NZ or the Judicial Committee of MotorSport NZ, whoever or whichever imposed the penalty or decision against which the appellant intends to appeal ("the lower court").
- (2) Subject to any delay caused by force majeure, every Notice of Intention to Appeal must:
  - (a) be delivered or emailed to the Chairman of the lower court within one (1) hour of receipt by the appellant of the lower court's written decision; and
  - (b) include details of the decision(s) to which the Notice of Intention to Appeal relates; and
  - (c) be accompanied by such fee as may be stipulated by MotorSport NZ from time to time.

- (3)** Subject to any delay caused by force majeure, for every appeal to the National Court of Appeal:
- (a)** the Chairman of the lower court must advise the Secretary of the National Court of Appeal as soon as practicable of the lodgement of the Notice of Intention to Appeal, and provide a copy of the decision which is subject to the appeal; and
  - (b)** the appellant must deliver, mail or email to the Secretary of the National Court of Appeal, to be received within three (3) working days of the date of the decision(s) the subject of the appeal, a Notice of Appeal stating with reasonable specificity the decision of the Lower Court against which the appeal is made, together with the details of the grounds of appeal.
  - (c)** If the appellant chooses to withdraw their appeal within the three (3) working days 20% of the appeal fee shall be forfeited and the balance shall be returned to the appellant.
  - (d)** If the appellant chooses to withdraw their appeal at any time after the three (3) working days then the appeal fee shall be forfeited in its entirety.
- (4)** The National Court of Appeal may from time to time publish guidelines to assist any party called to appear before The Court. Such guidelines shall not conflict with the provisions of Article 93(4) of this Code.

# NATIONAL SPORTING CODE

## PART XII (126-129) – CALENDAR

Last updated: 1 February 2024

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Amendment Number	Date Published	Date Implemented	Article Number
<a href="#">36077</a>	1 February 2024	1 February 2024	129 (2)

**Note:** Amendments will be **visually highlighted** for a duration of 12 months starting from the implementation of each amendment. Text changes made for grammatical and/or formatting purposes will not be subject to highlighting.

## NATIONAL SPORTING CODE – PART XII – CALENDAR

### 126. General:

- (1) Any Member Club which intends to organise any International Status Series, Meetings and Events which by virtue of the International Sporting Code must be inscribed on the FIA calendar, must in such form as MotorSport NZ may prescribe from time to time, notify MotorSport NZ at the earliest instance of its intention to organise such Series, Meeting or Event, but in any case, by no later than twelve(12) calendar months, or by such other time as determined by MotorSport NZ, prior to the commencement of that Series, Meeting or Event. MotorSport NZ shall in Appendix One of this Code, from time to time prescribe the fee to accompany all such notifications which fee shall be paid by the Member Club at the time of lodging its notification.
- (2) MotorSport NZ shall in Appendix One, prescribe from time to time the deadline by which Member Clubs shall enter Meetings and Events on the National Sporting Calendar, the procedures to be followed, and any fees to be paid.
- (3) MotorSport NZ shall in Appendix One, prescribe from time to time the grounds upon which Event dates on the National Sporting Calendar may be disputed by Member Clubs, to whom disputes may be referred, the procedures to be followed, and any fees to be paid.

**127. Entry on National Sporting Calendar:** No Member Club may request MotorSport NZ, or act or threaten to act in any way so as to influence MotorSport NZ in the exercise of its power to issue or decline to issue a Permit (which power shall be exercised exclusively upon the grounds set out in Article 12 of this Code to the exclusion of any other grounds).

**128. Penalty Fee for Cancellation:** Any Series, Meeting or Event cancelled by the Member Club for any reason, except in the case of force majeure, may have a cancellation fee applied by MotorSport NZ in accordance with the prescriptions of Appendix One of this Code.

**129. Respect of the International Sporting Calendar:** Entrants and Competitors may only enter Events outside New Zealand if those Events are either;

- (1) Entered on the International Sporting Calendar and otherwise comply with MotorSport NZ's requirements in force from time to time as to the types of competition licences and visas required; or

- (2) Entered on the Motorsport Australia National Sporting Calendar and otherwise comply with MotorSport NZ's requirements in force from time to time as to the types of competition licences and Trans-Tasman Visas required.