

Associations Incorporation Act (NSW) Constitution of

Sydney Junior Winter Cricket Association Incorporated



TABLE OF CONTENTS

1. NAME OF ASSOCIATION	4
2. DEFINITIONS AND INTERPRETATION	4
3. MISSION STATEMENT, VISION, VALUES AND OBJECTS OF THE ASSOCIATION...	6
4. POWERS OF THE ASSOCIATION.....	8
5. MEMBERS	8
6. EFFECT OF MEMBERSHIP	10
7. DISCONTINUANCE OF MEMBERSHIP.....	11
8. DISCIPLINE	12
9. SUBSCRIPTIONS AND FEES	12
10. EXISTING MANAGEMENT COMMITTEE MEMBERS.....	12
11. POWERS OF THE MANAGEMENT COMMITTEE	12
12. COMPOSITION OF THE MANAGEMENT COMMITTEE	13
13. ELECTED MANAGEMENT COMMITTEE MEMBERS.....	14
14. VACANCIES ON THE MANAGEMENT COMMITTEE.....	15
15. MEETINGS OF THE MANAGEMENT COMMITTEE.....	16
16. DELEGATIONS	18
17. SEAL/ LOGO/LETTERHEAD	19
18. ANNUAL GENERAL MEETING	19
19. SPECIAL GENERAL MEETINGS	19
20. BUSINESS.....	20
21. NOTICES OF MOTION	20
22. PROCEEDINGS AT ANNUAL/SPECIAL GENERAL MEETINGS	20
23. VOTING AT ANNUAL/SPECIAL GENERAL MEETINGS	21
24. GRIEVANCE PROCEDURE	21
25. RECORDS AND ACCOUNTS	22
26. AUDITOR	23

27. INCOME.....	23
28. WINDING UP	24
29. DISTRIBUTION OF PROPERTY ON WINDING UP.....	24
30. ALTERATION OF CONSTITUTION	24
31. REGULATIONS	24
32. STATUS AND COMPLIANCE OF ASSOCIATION.....	25
33. ASSOCIATION'S CONSTITUTION	26
34. NOTICE.....	26
35. PATRONS	26
36. INDEMNITY	26

ASSOCIATIONS INCORPORATION ACT 2009 (NSW)

CONSTITUTION

of

Sydney Junior Winter Cricket Association INCORPORATED

1. NAME OF ASSOCIATION

The name of the Association is Sydney Junior Winter Cricket Association Incorporated ("**Association**").

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

"Act" means the *Associations Incorporation Act 2009 (NSW)*.

"Affiliate Member" means an individual who is an umpire, referee, coach or other official who is associated with the Association but who is not an Individual Member.

"Annual General Meeting" means the annual general meeting of the Association held in accordance with **clause 18**.

"Association" means Sydney Junior Winter Cricket Association Incorporated.

"Board" means the body consisting of the Directors.

"Team" means a team which is registered with the Association.

"Constitution" means this Constitution of the Association.

"Delegate" means the person(s) appointed from time to time to act for and on behalf of a Club and to represent the Club at General Meetings.

"Committee Member" means a member of the Management Committee and includes any person acting in that capacity from time to time appointed in accordance with this Constitution but does not include the Executive Director.

"Financial Year" means the year ending on the next 30 September following incorporation and thereafter a period of 12 months commencing on 1 October and ending on 30 September each year.

"General Meeting" means the annual or any special general meeting of the Association.

"Individual Member" means a registered, financial member of a team or a natural person who is otherwise recognised by the Association as an Individual Member.

"Intellectual Property" means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Association or any activity of or conducted, promoted or administered by the Association in the Region.

"Life Member" means an individual appointed as a Life Member of the Association under **clause** Error! Reference source not found..

“**Member**” means a member for the time being of the Association under **clause 5**. (see above)

“**NSO**” means the National Sporting Organisation being Cricket Australia.

“**Objects**” means the objects of the Association in **clause 3**.

“**Public Officer**” means the person appointed to be the public officer of the Association in accordance with the Act.

“**Region**” means the geographical area for which the Association is responsible and as recognised by the SSO.

“**Register**” means a register of members kept and maintained in accordance with **clause 5.9**

“**Regulations**” means any Regulations made by the Management Committee under **clause 31**.

“**Seal**” means the common seal of the Association (if any).

“**Special General Meeting**” means a special general meeting of the Association held in accordance with **clause 19**.

“**Special Resolution**” means a special resolution defined in the Act.

“**SSO**” means the State Sporting Organisation being NSWDCA.

2.2 Interpretation

In this Constitution:

- (a) A reference to a function includes a reference to a power, authority and duty.
- (b) A reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty.
- (c) Words importing the singular include the plural and vice versa.
- (d) Words importing any gender include the other genders.
- (e) References to persons include corporations and bodies politic.
- (f) References to a person include the legal personal representatives, successors and permitted assigns of that person.
- (g) A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction) and
- (h) A reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

2.3 Severance

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

2.4 The Act

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act. Model rules under the Act are expressly displaced by this Constitution.

3. MISSION STATEMENT, VISION, VALUES AND OBJECTS OF THE ASSOCIATION

3.1 Mission Statement

To provide prospective and current junior cricketers the opportunity to play cricket during the winter months in a fun, safe and enjoyable atmosphere that fosters participation in cricket, the development of cricketing skills, and the building of life long friendships and personal skills.

3.2 Vision Statement

To administer and manage a highly professional, accountable and reputable Junior Winter Cricket competition across the Sydney Metropolitan area that becomes entrenched into the culture of junior sport in particular junior cricket in NSW.

3.3 Values Statement

The Sydney Junior Winter Cricket Association is committed to:

- The spirit and the associated traditions and values of cricket.
- The principles of equal opportunity.
- A high level of professionalism and accountability as required in the administration and management of a sporting association.
- The development of cricket and also non cricketing skills of players.
- The professional development of volunteers in particular those serving on the committee.
- The ability of cricket to make a difference to worthwhile causes that are non-political and non-religious.
- To provide a safe and enjoyable environment for all involved.
- To make cricket accessible to all children through the delivery of a cricket competition that is affordable and can be reached by all within the Sydney Metropolitan Area.
- The development and growth of participation levels in junior sport in particular cricket.
- To build and sustain strong relationships with cricketing and other sporting bodies as all levels in particular winter sport associations.

- To have a professional relationship based on cooperation, understanding and a commitment to healthy lifestyles for young people with all Government authorities in particular Local Councils.
- To build and sustain mutually beneficial relationships with businesses that are reputable for being responsible and ethical corporate citizens.

3.4 Objects of the Association

The Association is established solely for the Objects. The Objects of the Association are to:

- (a) Participate as a member of SSO so Junior Winter Cricket can be conducted, encouraged, promoted, advanced and administered in the region and New South Wales.
- (b) Conduct, encourage, promote, advance and administer Junior Winter Cricket throughout the Region.
- (c) Ensure the maintenance and enhancement of the Association, the SSO, the NSO, the Members and Winter Cricket, along with its standards, quality and reputation for the benefit of the Members and Junior Winter Cricket.
- (d) At all times promote mutual trust and confidence between the Association, the SSO, the NSO and the Members in pursuit of these Objects.
- (e) At all times act on behalf of, and in the interest of, the Members and Junior Winter Cricket in the Region.
- (f) Promote the economic and community service success, strength and stability of the Association, the Members and Winter Cricket in the Region.
- (g) Affiliate and otherwise liaise with the SSO and adopt its rule and policy framework to further these Objects and Junior Winter Cricket.
- (h) Use and protect the Intellectual Property.
- (i) Apply the property and capacity of the Association towards the fulfilment and achievement of these Objects.
- (j) Strive for government, commercial and public recognition of the Association as the controlling body for Junior Winter Cricket in the Region.
- (k) Abide by, promulgate, enforce and secure uniformity in the application of the rules of Junior Winter Cricket as may be determined from time to time by NSO or IF and as may be necessary for the management and control of Junior Winter Cricket and related activities in the Region.
- (l) Advance the operations and activities of the Association throughout the Region.
- (m) Further develop Junior Winter Cricket into an organised institution and with these Objects in view, to foster, regulate, organise and manage examinations, competitions, displays and other activities and to issue badges, medallions and certificates and award trophies to successful Members.
- (n) Review and/or determine any matters relating to Junior Winter Cricket which may arise, or be referred to it, by any Member.

- (o) Recognise any penalty imposed by any Member.
- (p) Act as arbiter (as required) on all matters pertaining to the conduct of Junior Winter Cricket in the Region, including disciplinary matters.
- (q) Pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of Junior Winter Cricket in the Region.
- (r) Adopt and implement such policies as may be developed by NSO or the SSO, including (as relevant and applicable) member protection, anti-doping, health and safety, junior sport, infectious diseases and such other matters as may arise as issues to be addressed in Junior Winter Cricket.
- (s) Represent the interests of its Members and of Junior Winter Cricket generally in any appropriate forum in the Region.
- (t) Have regard to the public interest in its operations.
- (u) Do all that is reasonably necessary to enable these Objects to be achieved and enable Members to receive the benefits which these Objects are intended to achieve.
- (v) Promote the health and safety of Members and all other participants in Junior Winter Cricket in the Region.
- (w) Seek and obtain improved facilities for the enjoyment of Junior Winter Cricket in the Region.
- (x) Undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4. POWERS OF THE ASSOCIATION

Solely for furthering the Objects, the Association has, in addition to the rights, powers and privileges conferred on it under section 25 of the Act, the legal capacity and powers of a company as set out under section 124 of the *Corporations Act 2001 (Cth)*.

5. MEMBERS

5.1 Membership of the Association shall be limited to:

- 5.1.1 Financial junior player aged 16 years or younger
- 5.1.2 The parents/guardians of financial junior player
- 5.1.3 Any other individual who seeks membership of the Association and who is not a member as in 5.1.2. Such membership must be in accordance with the membership application process stipulated in the constitution.
- 5.1.4 Life members

- 5.2** The members listed in 5.1.1 shall be considered to be financial members for the Association's current financial year and have no right to receive notice of Special/Annual General Meetings and no right to be present or debate or vote at Special/Annual General Meetings.
- 5.3** The members listed from 5.1.2, 5.1.3 and 5.1.4 shall be considered to be financial members and have the right to receive notice of Special/Annual General Meetings, and to be present, to debate and to vote at Special/Annual General Meetings, subject to any restrictions or conditions imposed elsewhere within these Rules.
- 5.4** A person ceases to be a member of the Association if the person:
- 5.4.1 dies, or
 - 5.4.2 resigns membership, or
 - 5.4.3 is expelled from the Association, or
 - 5.4.4 becomes unfinancial
- 5.5** A person may be nominated for Association Life Membership subject to the following qualifying conditions being met:
- 5.5.1 The nominee must be, or have been, a member of the Association.
 - 5.5.2 The nominee must be proposed and seconded by members, or persons who had been members of the Association.
 - 5.5.3 The nominee must have a minimum of 6 years service with the Association.
 - 5.5.4 The nominee must have made a "Significant Contribution" for, or towards, the benefit of the Association, as judged by the Management Committee.
 - 5.5.5 The nomination shall be in writing signed by the proposer and seconder and forwarded to the Secretary.
 - 5.5.6 The Management Committee will vote in relation to the nominations at their next meeting.
 - 5.5.7 Life Membership will be bestowed on the recipient at a suitable gathering of the Association, where they will be presented with a citation and Life Member badge.
 - 5.5.8 A Life Member and their partner shall be permitted to attend all functions held by the Association at no cost.
 - 5.5.9 A Life Member shall have full voting rights at each and every Special/Annual General Meeting.
- 5.6** Membership Application
- An application for membership must be:
- 5.6.1 In writing on the form prescribed from time to time by the Management Committee, from the applicant or their nominated representative and lodged with the Association two months before the AGM and
 - 5.6.2 Accompanied by the appropriate fee (if any)

5.7 Discretion to Accept or Reject Application

- 5.7.1 The Executive may accept or reject application whether the applicant has complied with the requirements in clause 5.6 or not. The Association shall not be required or compelled to provide any reason for such acceptance or rejection.
- 5.7.2 Where the Association accepts an application, the applicant shall become a Member. Membership shall be deemed to commence on the acceptance of the application by the Association. The Register shall be amended accordingly as practicable.
- 5.7.3 Where the Association rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Association.

5.8 Members (other than Life Members) must renew their membership annually in accordance with the procedures set down by the Association in Regulations from time to time.

5.9 Register of Members

- 5.9.1 The association must establish and maintain a Register of members of the Association specifying the name and address of each person who is a member of the Association together with the date on which the person became a member or renewed their membership
- 5.9.2 Having regard to the Act, confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Member, shall be available for inspection (but not copying) by Members, upon reasonable request.

5.10 Liability of members

- 5.10.1 The liability of a member of the Association to contribute towards the payment of the debts and liabilities of the Association or the costs, charges and expenses of the winding up of the Association is limited to the amount, if any, unpaid by the member in respect of membership of the Association.

6. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) This Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and the Regulations and the SSO's and NSO's constitution and regulations.
- (b) They shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority.
- (c) By submitting to this Constitution and Regulations they are subject to the jurisdiction of the Association, SSO and NSO.
- (d) The Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Junior Winter Cricket in the Region.

- (e) They are entitled to all benefits, advantages, privileges and services of Association membership.

7. DISCONTINUANCE OF MEMBERSHIP

7.1 Notice of Resignation

- (a) A Member having paid all arrears of fees payable to the Association may resign or withdraw from membership of the Association by giving one months' notice in writing to the Association of such resignation or withdrawal.
- (b) Upon the Association receiving notice of resignation of membership given under **clauses 7.1(a)**, an entry in the Register shall be made recording the date on which the Member who or which gave notice ceased to be a Member.

7.2 Discontinuance for breach

- (a) Membership of the Association may be discontinued by the Management Committee upon breach of any clause of this Constitution or the Regulations, including but not limited to the failure to pay any monies owed to the Association, failure to comply with the Regulations or any resolutions or determinations made or passed by the Management Committee or any duly authorised committee.
- (b) Membership shall not be discontinued by the Management Committee under **clause 7.2(a)** without the Management Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Management Committee's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 7.2(a)** by the Association giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause** Error! Reference source not found. as soon as practicable.

7.3 Member to Re-apply

A Member whose membership has been discontinued under **clauses 7.2**:

- (a) Must seek renewal or re-apply for membership in accordance with this Constitution
- (b) May be re-admitted at the discretion of the Management Committee.

7.4 Forfeiture of Rights

A Member who or which ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Association and its property and shall not use any property of the Association including Intellectual Property. Any Association documents, records or other property in the possession, custody or control of that Member shall be returned to the Association immediately.

7.5 Membership may be reinstated

Membership which has been discontinued under this **clause 7** may be reinstated at the discretion of the Executive Management Committee, with such conditions as it deems appropriate.

7.6 Refund of Membership Fees

Membership fees or subscriptions paid by the discontinued Member may be refunded on a pro-rata basis to the Member upon discontinuance.

8. DISCIPLINE

- (a) Where the Management Committee is advised or considers that a Member has allegedly:
- (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations, the SSO's or the NSO's constitution or regulations or any resolution or determination of the Board or any duly authorised committee; or
 - (ii) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Association, SSO, NSO and/or Junior Winter Cricket or
 - (iii) brought the Association, SSO, NSO, any other Member or Cricket into disrepute;

the Management Committee may commence or cause to be commenced, disciplinary proceedings against that Member, and that Member, will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Association set out in the Regulations.

- (b) The Management Committee may appoint a Judiciary Committee to deal with any disciplinary matter referred to it. Such a Judiciary Committee shall operate in accordance with the procedures expressed in the Regulations but subject always to the Act.

9. SUBSCRIPTIONS AND FEES

The annual membership subscription (if any) and any fees or other levies payable by Members to the Association, the time for and manner of payment, shall be as determined by the Management Committee.

10. EXISTING MANAGEMENT COMMITTEE MEMBERS

The members of the administrative or governing body (by whatever name called) of the Association in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the next Annual General Meeting following such adoption of this Constitution. After this General Meeting the positions of Management Committee shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

11. POWERS OF THE MANAGEMENT COMMITTEE

- (a) Subject to the Act and this Constitution, the business of the Association shall be managed, and the powers of the Association shall be exercised, by the Management Committee. In particular, the Board shall act in accordance with the Mission Statement, Vision, Values and Objects and shall operate for the benefit of the Members and the community throughout the region.

The Management Committee's primary responsibility is one of trusteeship on behalf of its stakeholders, ensuring that the legal entity, the Association, remains viable and effective in the present and for the future.

The Management Committee's role includes determining the Association's strategic direction, core values and ethical framework, as well as key objectives and performance measures.

A key critical component of this role is the Management Committee's ultimate authority and responsibility for administrative and financial operations and budgeting to ensure the achievement of strategic objectives.

- (b) Decisions relating to the day to day operation of the Association shall be reserved to the Executive members of the Committee. All other decisions relating to strategic planning, the annual budget, events, action plans etc. need to be made through the decision making processes of the Management Committee.

12. COMPOSITION OF THE MANAGEMENT COMMITTEE

12.1 Composition of the Management Committee

The Executive Committee shall comprise:

12.1.1 President

12.1.2 Vice-President

12.1.3 Secretary

12.1.4 Treasurer

12.1.5 Competition Secretary

12.1.6 Marketing Manager

12.1.7 Minute Secretary

12.1.8 The management committee shall comprise the Executive Committee and other such positions as may be deemed necessary to enable the efficient running of the Association for the ensuing 12 month period.

Office Bearers outside the Management Committee shall include-

- Returning Officer
- Two delegates to the NSWDC
- Other Office bearers as required.

12.2 Election and Appointment of Management Committee Members

The elected Management Committee members shall be elected under **clause 13**.

12.3 Portfolios

The Management Committee may allocate portfolios and/or titles to Management Committee members.

13. ELECTED MANAGEMENT COMMITTEE MEMBERS

13.1 Nominations

Nominations for elected Management Committee positions and other Office Bearers shall be called for thirty (30) days prior to the Annual General Meeting. When calling for nominations details of the necessary qualifications and job descriptions for the positions shall also be provided. Qualifications and job descriptions shall be as determined by the Board from time to time.

13.2 Form of Nomination

Nominations must be:

- (a) In writing
- (b) On the prescribed form (if any) provided for that purpose;
- (c) Delivered to the Association not less than seven (7) days before the date fixed for the Annual General Meeting.
- (d) In case there shall not be a sufficient number of candidates nominated, nominations may be made orally with the consent of the nominee at the meeting at which the elections take place. Any two members of at least one years standing shall be at liberty to nominate any other Association member, who must be a financial member of the Association.

13.3 Elections

- (a) If the number of nominations received for the Management Committee and Office Bearer is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote.
- (b) If there are insufficient nominations received to fill all vacancies on the Management Committee, or if a person is not approved by the majority of Members under **clause 13.3(a)**, the positions will be deemed casual vacancies under **clause 14.1**.
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy on the Management Committee and Office Bearer.
- (d) Voting shall be conducted in such manner and by such method as may be determined by the Executive from time to time.

13.4 Term of Appointment for Management Committee

Management Committee members elected under this **clause 13** shall be elected for a term of one (1) year. Subject to provisions in this Constitution relating to earlier retirement or removal of Management Committee members, elected Management Committee members shall remain in office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the next Annual General Meeting following.

14. VACANCIES ON THE MANAGEMENT COMMITTEE

14.1 Casual Vacancies

Any casual vacancy occurring in the position of Management Committee and Office Bearers may be filled by the remaining Management Committee members from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Management Committee members term under this Constitution.

14.2 Grounds for Termination of Management Committee member

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:

- (a) Dies
- (b) Becomes bankrupt or makes any arrangement or composition with his or her creditors generally
- (c) Becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health
- (d) Resigns his or her office in writing to the Association
- (e) Is absent without the consent of the Management Committee from meetings of the Board held during a period of three (3) consecutive meetings
- (f) Holds any office of employment with the Association;
- (g) Is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of his interest
- (h) In the opinion of the Board (but subject always to this Constitution
 - (i) Has acted in a manner unbecoming or prejudicial to the Objects and interests of the Association or
 - (ii) Has brought the Association into disrepute
- (i) Is removed by Special Resolution; or
- (j) Would otherwise be prohibited from being a Director of a corporation under the *Corporations Act 2001 (Cth)*.

14.3 Management Committee May Act

In the event of a casual vacancy or vacancies in the office of a Management Committee member or Management Committee members, the remaining Management Committee members may act but, if the number of remaining Management Committee members is not sufficient to constitute a quorum at a meeting of the Management Committee, they may act only for the purpose of increasing the number of Management Committee members to a number sufficient to constitute such a quorum.

15. MEETINGS OF THE MANAGEMENT COMMITTEE

15.1 Management Committee to Meet

The Management Committee shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act) and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit. A Director may at any time convene a meeting of the Management Committee within a reasonable time.

15.2 Decisions of Board

Subject to this Constitution, questions arising at any meeting of the Management Committee shall be decided by a majority of votes and a determination of a majority of Management Committee members shall for all purposes be deemed a determination of the Management Committee. All Management Committee members shall have one (1) vote on any question. Where voting is equal, the President may exercise a casting vote. If the President does not exercise a casting vote, the motion will be lost.

15.3 Resolutions not in Meeting

- (a) A resolution in writing, signed or assented to by telegram, cablegram, radiogram, facsimile, telex or other form of visible or other electronic communication by all the Management Committee members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Management Committee members duly convened and held. Any such resolution may consist of several documents in like form each signed by one (1) or more of the Management Committee members.
- (b) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one (1) or more of the Directors is not physically present at the meeting, provided that:
 - (i) all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication;
 - (ii) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution and such notice specifies that Directors are not required to be present in person;
 - (iii) if a failure in communications prevents **clause 15.3(b)(i)** from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting shall be suspended until **clause 15.3(b)(i)** is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption the meeting shall be deemed to have terminated or adjourned; and
 - (iv) any meeting held where one (1) or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

15.4 Quorum

At meetings of the Management Committee members the number of Directors whose presence is required to constitute a quorum is 1 more than half the current Management Committee membership.

15.5 Notice of Management Committee Meetings

Unless all Management Committee members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than seven (7) days written notice of the meeting of the Management Committee shall be given to each Management Committee members. The agenda shall be forwarded to each Management Committee member not less than twenty four (24) hours days prior to such meeting.

15.6 Chairperson

The President shall preside as Chairperson at all meetings of the Association, but if absent after 15 minutes of the time appointed for the holding of the meeting, the Vice-President shall chair the meeting. If neither the President nor Vice President is in attendance after 15 minutes of the time appointed for the holding of the meeting, the members shall elect one of their number to be Chairperson for that meeting in their place.

In normal circumstances the chairman shall be the President, or in his absence the Vice-President; or any other person to be nominated by the President.

15.7 Management Committee Member's Interests

A Management Committee member is disqualified by holding any place of profit or position of employment in the Association or in any company or incorporated association in which the Association is a shareholder or otherwise interested or from contracting with the Association either as vendor, purchaser or otherwise except with express resolution of approval of the Management Committee. Any such contract or any contract or arrangement entered into by or on behalf of the Association in which any Management Committee members is in any way interested will be void unless approved by the Management Committee.

15.8 Conflict of Interest

A Director shall declare his interest in any:

- (a) Contractual matter
- (b) Selection matter
- (c) Disciplinary matter or
- (d) Financial matter

in which a conflict of interest arises or may arise, and shall, unless otherwise determined by the Management Committee, absent himself from discussions of such matter and shall not be entitled to vote in respect of such matter. If the Management Committee member votes the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Management Committee member to absent himself from discussions and refrain from voting, the issue should be immediately determined by vote of the Management Committee, or if this is not possible, the matter shall be adjourned or deferred.

15.9 Disclosure of Interests

- (a) The nature of the interest of such Management Committee members must be declared by the Management Committee member at the meeting of the Management Committee at which the relevant matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Management Committee after the acquisition of the interest. If a Management Committee member becomes interested in a matter after it is made or entered into the declaration of the interest must be made at the first meeting of the Management Committee held after the Management Committee member becomes so interested.
- (b) All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.

15.10 General Disclosure

A general notice that a Management Committee member is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **clause 15.9** as regards such Management Committee member and the said transactions. After such general notice it is not necessary for such Management Committee member to give a special notice relating to any particular transaction with that firm or company.

15.11 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Management Committee member in accordance with **clauses 15.8, 15.9** and/or **15.10** must be recorded in the minutes of the relevant meeting.

16. DELEGATIONS

16.1 Management Committee may Delegate Functions

The Management Committee may by instrument in writing create or establish or appoint special committees, individual officers and consultants to carry out such duties and functions, and with such powers, as the Management Committee determines from time to time. In exercising its power under this clause the Management Committee must take into account broad stakeholder involvement.

16.2 Delegation by Instrument

The Management Committee may in the establishing instrument delegate such functions as are specified in the instrument, other than:

- (a) This power of delegation and
- (b) A function imposed on the Management Committee by the Act or any other law, or this Constitution or by resolution of the Association in Special/Annual General Meeting.

16.3 Delegated Function Exercised in Accordance With Terms

A function, the exercise of which has been delegated under this clause, may whilst the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.

16.4 Procedure of Delegated Entity

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **clause 15** above. The entity exercising delegated powers shall make decisions in accordance with the Mission Statement, Vision, Values and Objects, and shall promptly provide the Board with details of all material decisions and shall provide any other reports, minutes and information as the Board may require from time to time.

16.5 Delegation may be Conditional

A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

16.6 Revocation of Delegation

The Board may by instrument in writing, at any time revoke wholly or in part any delegation made under this clause, and may amend or repeal any decision made by such body or person under this clause.

17. SEAL/ LOGO/LETTERHEAD

- (a) The Association may have a Logo upon which its corporate name shall appear in legible characters.
- (b) The Logo must not be used without the express authorisation of the Management Committee.

18. ANNUAL GENERAL MEETING

An Annual General Meeting of the Association shall be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Executive Committee.

19. SPECIAL GENERAL MEETINGS

19.1 Special General Meetings May be Held

The Management Committee may, whenever it thinks fit, convene a Special General Meeting of the Association and, where, but for this clause more than fifteen (15) months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

19.2 Requisition of Special General Meetings

- (a) The President or Secretary shall on the requisition in writing of not less than five percent (5%) of voting Members convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to the Association and may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- (c) If the President or Secretary does not cause a Special General Meeting to be held within one (1) month after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a

Special General Meeting to be held not later than three (3) months after that date.

- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Management Committee.

20. BUSINESS

- (a) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Management Committee and auditors, the election of Management Committee and other Office Bearers under this Constitution and the appointment of the auditors.
- (b) All business that is transacted at a General Meeting and all business that is transacted at an Annual General Meeting, with the exception of those matters set down in **clause 20(a)** shall be special business.
- (c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

21. NOTICES OF MOTION

Members entitled to vote may submit notices of motion for inclusion as special business at a Special/Annual General Meeting. All notices of motion must be submitted in writing to the Secretary not less than seven (7) days (excluding receiving date and meeting date) prior to the Special/Annual General Meeting.

22. PROCEEDINGS AT ANNUAL/SPECIAL GENERAL MEETINGS

22.1 Quorum

No business shall be transacted at any Annual/Special General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Association shall be seven **(7) members**.

22.2 Chairperson to preside

The President of the Management Committee shall, subject to this Constitution, preside as chair at every Annual/Special General Meeting except:

- (a) In relation to any election for which the chairperson is a nominee or
- (b) Where a conflict of interest exists.

If the chairperson is not present, or is unwilling or unable to preside the members present shall appoint another Management Committee member to preside as chairperson for that meeting only.

22.3 Adjournment of Meeting

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the chairperson may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.

- (b) The President may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for seven (7) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 22.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

22.4 Voting Procedure

At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- (a) The President or
- (b) A simple majority of Members.

22.5 Recording of Determinations

Unless a poll is demanded under **clause 22.4**, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

22.6 Where Poll Demanded

If a poll is duly demanded under **clause 22.4** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the President directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

23. VOTING AT ANNUAL/SPECIAL GENERAL MEETINGS

23.1 Members Entitled to Vote

Each member shall be entitled to one (1) vote at General Meetings which, subject to this clause shall be exercised by the Club's Delegate. No other Member shall be entitled to vote but shall subject to this Constitution have, and be entitled to exercise, those rights set out in sub-section 5.3 of this Constitution.

Where voting at General Meetings is equal the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote the motion will be lost.

24. GRIEVANCE PROCEDURE

- (a) The grievance procedure set out in this rule applies to disputes under these rules between a Member and:
 - (i) Another Member or
 - (ii) The Association.

- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.
- (c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days, refer the dispute for resolution to an independent tribunal established by the SSO in accordance with the procedures determined by the SSO from time to time.
- (d) The Management Committee may prescribe additional grievance procedures in Regulations consistent with this **Rule 24**.

25. RECORDS AND ACCOUNTS

25.1 Records

The Association shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Association and the Management Committee and shall produce these as appropriate at each Management Committee or Special/Annual General Meeting.

25.2 Records Kept in Accordance with Act

Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the Treasurer.

25.3 Association to Retain Records

The Association shall retain such records for five (5) years after the completion of the transactions or operations to which they relate.

25.4 Management Committee to Submit Accounts

The Management Committee shall submit to the Members at the Annual General Meeting the statements of account of the Association in accordance with this Constitution and the Act.

25.5 Accounts Conclusive

The statements of account when approved or adopted by an Annual General Meeting shall be conclusive except as regards any error discovered in them within three months (3) after such approval or adoption.

25.6 Accounts to be Sent to Members

The Treasurer, if requested, shall cause to be sent to all persons entitled to receive notice of Annual General Meetings in accordance with this Constitution, a copy of the statements of account, the Management Committee's report, the auditor's report and every other document required under the Act (if any).

25.7 Negotiable Instruments

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two (2) duly authorised Executive Committee members or in such other manner as the Board determines.

- 25.8** All financial outgoings in excess of \$200 must be authorised in writing (i.e. meeting minutes or email) by 50% of the Executive in addition to the Treasurer prior to expenditure.
- 25.9** In addition to its day to day expenditure accounts the Association shall have a separate bank account for its "Special Reserve", for which funds are generated from the 25% of any net budget surplus at the end of each season. N.B. Special Reserve to be used for specific projects as approved by the Executive.

26. AUDITOR

- (a) A properly qualified auditor or auditors shall be appointed by the Association in the Annual General Meeting. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act* and generally accepted principles, and/or any applicable code of conduct. The auditor may be removed by the Association in the Annual General Meeting.
- (b) The accounts of the Association shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each Financial Year.

27. INCOME

- 27.1** Income and property of the Association shall be derived from such sources as the Management Committee determines from time to time.
- 27.2** The income and property of the Association shall be applied solely towards the promotion of the Mission Statement, Vision and Values and Objects.
- 27.3** Except as prescribed in this Constitution or the Act:
- (a) No portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
- (b) No remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association.
- 27.4** Nothing in **clauses 27.2** or **27.3** shall prevent payment in good faith of or to any Member for:
- (a) Any services actually rendered to the Association whether as an employee, Management Committee member or otherwise
- (b) Goods supplied to the Association in the ordinary and usual course of operation;
- (c) Interest on money borrowed from any Member
- (d) Rent for premises demised or let by any Member to the Association
- (e) Any out-of-pocket expenses incurred by the Committee Member on behalf of the Association (expenses above \$200 need to be approved by the Management Committee)

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arms length in a similar transaction.

28. WINDING UP

- (a) Subject to this Constitution, the Association may be wound up in accordance with the Act.
- (b) The liability of the Members of the Association is limited.
- (c) Every Member undertakes to contribute to the assets of the Association if it is wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Association contracted before the time at which it ceases to be a Member and the costs, charges and expenses of winding up the Association, such an amount not exceeding one dollar (\$1.00).

29. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to another organisation or organisations having objects similar to the Objects and which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Association by this Constitution. Such organisation(s) to be determined by the Members in Annual/Special General Meeting at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of New South Wales or other Court as may have or acquire jurisdiction in the matter.

30. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

31. REGULATIONS

31.1 Board to Formulate Regulations

The Management Committee may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Association, the advancement of the purposes of the Association and Junior Winter Cricket in the Region as it thinks necessary or desirable. Such Regulations must be consistent with the Constitution, the SSO's and NSO's constitutions, any regulations made by the SSO or NSO and any policy directives of the Board.

31.2 Regulations Binding

All Regulations are binding on the Association and all Members.

31.3 Regulations Deemed Applicable

All clauses, rules, by-laws and regulations of the Association in force at the date of the approval of this Constitution insofar as such clauses, rules, by-laws and regulations are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be Regulations and shall continue to apply.

31.4 Bulletins Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of bulletins approved by the Management Committee and prepared and issued by the Secretary. The Secretary shall take reasonable steps to distribute information by email to Individual Members and website posting. The matters in the bulletins are binding on all Members.

32. STATUS AND COMPLIANCE OF ASSOCIATION

32.1 Recognition of Association

The Association is a member of NSWDCA and is recognised by NSWDCA as the controlling authority for Junior Winter Cricket in the Region and subject to compliance with this Constitution and the SSO's and NSO's constitution shall continue to be so recognised and shall administer Junior Winter Cricket in the Region in accordance with the Mission statement, Vision, Values and Objects.

32.2 Compliance of Association

The Members acknowledge and agree the Association shall:

- (a) Be or remain incorporated in New South Wales;
- (b) Apply its property and capacity solely in pursuit of the Mission statement, Vision, Values Objects and Junior Winter Cricket;
- (c) Do all that is reasonably necessary to enable the Mission statement, Vision, Values Objects to be achieved;
- (d) Act in good faith and loyalty to ensure the maintenance and enhancement of Junior Winter Cricket, its standards, quality and reputation for the benefit of the Members and Junior Winter Cricket;
- (e) At all times act in the interests of the Members and Junior Winter Cricket;
- (f) Not resign, disaffiliate or otherwise seek to withdraw from SSO without approval by Special Resolution; and
- (g) Abide by the SSO's and NSO's constitutions and the rules of Junior Winter Cricket.

32.3 Operation of Constitution

The Association and the Members acknowledge and agree:

- (a) that they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and Junior Winter Cricket are to be conducted, promoted, encouraged, advanced and administered throughout the Region; and
- (b) to ensure the maintenance and enhancement of Junior Winter Cricket, its standards, quality and reputation for the benefit of the Members and Junior Winter Cricket
- (c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Junior Winter Cricket and its maintenance and enhancement;
- (d) to promote the economic and community service success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;
- (e) to act in the interests of Junior Winter Cricket and the Members;

- (f) that should a Member have administrative, operational or financial difficulties the Association may act to assist the Member in whatever manner the Association considers appropriate.

33. ASSOCIATION'S CONSTITUTION

33.1 Constitution of the Association

This Constitution will clearly reflect the objects of the NSWDCA and will conform to the SSO's constitution, subject always to the Act.

33.2 Operation of NSO constitution

- (a) The Association will take all reasonable steps to ensure this Constitution conforms to the SSO constitution subject always to the Act.
- (b) The Association shall provide to SSO a copy of this Constitution and all amendments to this document. The Association acknowledges and agrees that the SSO has power to veto any provision in its Constitution which, in SSO's opinion, is contrary to the objects of SSO.

33.3 Register

The Association shall maintain, in a form acceptable to SSO but otherwise in accordance with the Act, a Register of all Clubs and if appropriate all Individual Members.

34. NOTICE

- (a) Notices may be given by the Association to any person entitled under this Constitution to receive any notice by sending the notice, by electronic mail, to the Member's Registered electronic mail address. Notification will also be made by posting on the Association website
- (b) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.

35. PATRONS

The Association at its Annual General Meeting may appoint annually on the recommendation of the Management Committee a patron or patrons as it considers necessary, subject to approval of that person or persons.

36. INDEMNITY

- (a) Every Management Committee member of the Association shall be indemnified out of the property and assets of the Association against any liability incurred by them in their capacity as Management Committee members or employee in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the Court.
- (b) The Association shall indemnify its Management Committee members and employees against all damages and losses (including legal costs) for which any such Management Committee member or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:

- (i) In the case of a Management Committee member, performed or made whilst acting on behalf of and with the authority, express or implied of the Association; and
- (ii) In the case of an employee, performed or made in the course of, and within the scope of their employment by the Association.