

**KINCUMBER-AVOCA CRICKET CLUB  
INCORPORATED**

**CONSTITUTION**



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**ASSOCIATIONS INCORPORATION ACT 2009 (NSW)**  
**CONSTITUTION**

**1 NAME:**

The name of the club is Kincumber-Avoca Cricket Club Incorporated

**2 DEFINITIONS AND INTERPRETATION**

**A. Definitions**

In this Constitution unless the contrary intention appears:

- a. **Act** means the Associations Incorporation Act 2009 (NSW).
- b. **Management Committee** means the body managing the Club consisting of Management Committee members.
- c. **Constitution** means this Constitution of the Club.
- d. **Management 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.
- e. **Financial Year** means (unless determined otherwise by the Management Committee) the year ending on the next 30 May following incorporation and thereafter a period of 12 months commencing on 1 June and ending on 30 May each year.
- f. **General Meeting** means the annual, ordinary or any special general meeting of the Club.
- g. **Incapacitated** means unable to fulfil duties as required by this Constitution or the Act, including being able to:
  - i) understand the information relevant to the decisions that will have to be made in the role of Management Committee member
  - ii) retain that information to the extent necessary to make those decisions
  - iii) use or weigh that information as part of the decision making process; or
  - iv) communicate the decisions in some way.
- h. **Individual Member** means a registered, financial Member of the Club who is at least 18 years of age.
- i. **Property** means real and personal property, any estate or interest in any property, real or personal, any debt, anything in action, and any other right or interest, whether in possession or not.
- j. **Intellectual Property** means all rights subsisting in copyright, business names, names, trade marks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Club or any activity of or conducted, promoted or administered by the Club.
- k. **Junior Member** means a registered Member of the Club who is younger than 18 years of age.

- l. **Life Member** means an Individual appointed as a Life Member of the Club under **clause 8**.
- m. **Local area** means the geographical area for which the Club is responsible as recognised by the Central Coast Cricket Association and/or Cricket NSW
- n. **Member** means a Member of the Club for the time being under **clause 6**.
- o. **NSO** means the National Sporting Organisation for the Sport being Cricket Australia.
- p. **Objects** means the Objects of the Club in **clause 4**.
- q. **Public Officer** means the person appointed to be the public officer of the Club in accordance with the Act.
- r. **Register** means a register of Members kept and maintained in accordance with **clause 10**.
- s. **Regulations** means any rules, policies, by-laws or regulations made by the Management Committee under **clause 16**.
- t. **RSO** means the Regional Sporting Organisation being the Central Coast Cricket association and which is a member of or affiliated with the SSO being Cricket NSW.
- u. **Special Resolution** means a Special Resolution defined in the Act.
- v. **Sport** means the sport of Cricket.
- w. **SSO** means the State Sport Organisation for the Sport being Cricket.

## **B. 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. 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
- d. words importing the singular include the plural and vice versa
- e. words importing any gender include other genders or non genders
- f. references to persons include corporations and bodies politic
- g. references to a person include the legal personal representatives, successors and permitted assigns of that person
- h. 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

- i. 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 transmission.

- j. 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.

- k. 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. The model constitution under the Act is expressly displaced by this Constitution.

### **3 CLUB COLOURS AND LOGO**

- A. The club colours will be Green, Red and White.
- B. The Logo will depict a Griffin.
- C. The playing uniform will be determined by the Management Committee and approved by the Central Coast Cricket Association.

### **4 OBJECTS OF THE CLUB**

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

- a. Conduct, encourage, promote, advance and administer the Sport of cricket throughout the Local area.
- b. act, at all times, on behalf of and in the interest of the Members and the Sport of cricket in the Local area.
- c. affiliate and otherwise liaise with the RSO, SSO and/or NSO of which the Club is a Member and adopt their rule and policy frameworks to further these Objects.
- d. abide by, promulgate, enforce and secure uniformity in the application of the rules of Cricket as may be determined from time to time by the NSO and as may be necessary for the management and control of Cricket and related activities in New South Wales.
- e. advance the operations and activities of the Club throughout the local area.
- f. have regard to the public interest in its operations and control and govern games of cricket in which teams representing the Club participate including but without limiting the generality thereof games organised, conducted or managed by the Central Coast Cricket Association incorporated.
- g. undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

### **5 POWERS OF THE CLUB**

Solely for furthering the Objects, the Club has, in addition to the rights, powers and privileges conferred on it under section 19 of the Act, the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Corporations Act 2001.

## 6 MEMBERSHIP

Membership is open to all persons who accept the objects and agree to be bound by the rules of the Club.

### A. The Members of the Club shall consist of:

- a. Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote, at General Meetings.
- b. Office Bearers, those members who are elected at the Annual General Meeting to hold official positions on the club's Management Committee who will have full rights and privileges to debate and vote at General Meetings without the payment of subscription fees.
- c. Active Members who have paid a membership subscription fee in accordance with clause (g) and who shall have full rights and privileges of the Club.
- d. Associate Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at, General Meetings.
- e. Junior Members, who subject to this Constitution, shall have no right to receive notice of General Meetings and no right to be present, or debate, or vote, at General Meetings.
- f. A register of members shall be kept by the Club showing the name, address and date of commencement of membership for each member.
- g. Membership fees:
  - i. All club members are required to pay fees, as set annually by the Management Committee.
  - ii. The fees may be paid in a subscription form during the length of the season.
  - iii. University students, Technical College or school students shall pay a % of the full rate as determined by the committee.
  - iv. Casual playing membership fees will be determined by the Management Committee.
  - v. Any player(s) of the Club wishing to transfer to another Club must first obtain a financial clearance from this Club.
- h. Membership shall cease upon resignation, expulsion, or failure to pay membership subscription fees on such a date as may be determined by the Management Committee.
- i. The 12 months commencing on 1 July will mark the beginning of the "cricket year".
- j. When a person is admitted to membership for part only of the cricket year such member will pay membership fees up to the end of that cricket year as determined by the Management Committee.
- k. The Management Committee may at its discretion waive payment of any membership subscription or playing fee payable by a member.
- l. The financial year of the Club shall commence on 1st May of each year.

## **7 MEMBER'S LIABILITY**

- A.** Every member and employee of the Club will be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as a member or employee in defending any proceedings, civil or criminal, in which judgement is given in their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.

The Club shall indemnify its members and employees against all damages and losses (including legal costs) for which any such member or employee may be or become liable to any third party in consequence of any act or omission, except wilful misconduct:

- a. in the case of a committee member, performed or made while acting on behalf of and with the authority, express or implied, of the Club; or
  - b. in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Club.
- and:
- c. to the extent of any unpaid membership fees by any member.

## **8 LIFE MEMBERSHIP**

- A.** This clause sets out the minimum criteria to be eligible for nomination for an award of Life Membership of the Kincumber Avoca Cricket Club. The award exists to recognise the valuable contribution of individuals to the current and future existence of the Club. It is therefore only to be awarded under the following conditions.
- a. Any financial member or member of the Management Committee may nominate another member for consideration for the award of Life Membership. The nomination should be prepared so as to set out the achievements and activities of the nominee and at a minimum must meet the award criteria as set out below.
  - b. Nominations addressing the award criteria must be submitted in writing to the Club Secretary and must be endorsed by two members of the Management Committee. The Secretary will then forward the nomination to the Management Committee no later than one week prior to the last General Meeting of the regular season.
  - c. Consideration of a person nominated for the award of Life Membership is a matter within the sole discretion of the Management Committee having regard as to whether the candidate in the opinion of the committee is eligible and has rendered exceptional or outstanding service to the club. A successful candidate will require a majority of 75% of the vote of the Management Committee attending the meeting to receive the award.
  - d. In considering the award of Life Membership an individual should have demonstrated significant, sustained and high quality service enhancing the reputation and future of the overall Club.
  - e. Only two recipients should receive this award in any one year period. The club recognizes that exceptional circumstances may arise, when additional recipients are nominated. It will then be at the discretion of the Management Committee as to how many awards are made. It should also be recognized that life membership is not automatic and does not have to be awarded each year.

## **B. Award Criteria**

- a. A sound history of financial responsibility involving the payment of fees to the club.
- b. Valued leadership and good role modelling that reflects credit upon the Club.
- c. Specific achievement on or off the field.
- d. Commitment to the principals of good sportsmanship.
- e. A playing member who has completed 20 years' service. This must include at least seven years spent in a voluntary role as an active Committee Member, Coach, Selector, Captain, Grounds Keeper or Ground Staff. May also include voluntary work at the junior level.

### **OR**

- f. A non-playing member who has served 10 years in an official capacity as an active Committee Member, Coach, Selector, Ground Keeper or Ground Staff. May also include voluntary work at the junior level.

**C.** A playing member awarded life membership will no longer be required to pay registration fees.

**D.** The award of Life Membership will be presented at the club's Annual Presentation Night.

**E.** A person will cease to be a Life Member if:

- a. The person dies
- b. The person resigns as a Life Member
- c. The Management Committee resolves by a special resolution at a general meeting to remove that person as a Life Member and the Life Member was given an opportunity to address the general meeting prior to the resolution being passed.

## **9 APPLICATION FOR MEMBERSHIP**

### **A. Application for membership must be:**

- a. from the applicant, in writing or electronically lodged on the form prescribed from time to time by the Management Committee, and lodged with the Club; and
- b. accompanied by the appropriate fee (if any).

**Note:** By applying an applicant acknowledges and agrees that they voluntarily agree to be bound by the rules, regulations and policies of the Club (as well as those of the RSO, SSO and NSO) including but not only this Constitution.

### **B Discretion to Accept or Reject Application**

The Management Committee, may acting in the best interests of the Club and in good faith, accept or reject an application whether the applicant has complied with the requirements in **clause 9A** or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.

Where the Committee accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Management Committee. The Register shall be amended accordingly as soon as practicable.

Where the Management Committee rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club. No reasons for rejection need be given.

There is no right of appeal where the Board rejects an application for membership, whether a new application or a renewal application.

### **C. Renewal**

Members (other than Life Members) must re-apply for membership annually in accordance with the timeframes and procedures set down by the Club from time to time. Members acknowledge and agree that membership renewal is not automatic. **Clause 9B** applies to re-applications for membership.

Upon re-application a Member must provide details of any change in their personal details, and any other information reasonably required by the Club.

### **D. Deemed Membership**

- a. All persons who are, prior to the approval of this Constitution under the Act, Members of the Club shall be deemed Members from the time of approval of this Constitution under the Act.
- b. Any persons, prior to approval of this Constitution under the Act, who are not deemed Members under **clause 9Da** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

## **10 REGISTER OF MEMBERS**

### **A. Club to Keep Register**

The Club shall keep and maintain a Register in which shall be entered (as a minimum):

- a. the full name and address of the Member.
- b. the category of membership of the Member.
- c. the date on which the Member became a Member.
- d. Any other information determined by the committee; and where applicable, the date of cessation of membership of any member.

**Note:** Members shall provide notice of any change and required details to the Club within one month of such change.

### **B. Inspection of Register**

Having regard to privacy and confidentiality considerations, inspection of the Register will only be available as required by the Act and under **clause 27Bb**. If permitted, only an extract of the Register, excluding the address or other direct contact details of any Member, shall be made available for inspection (but not copying) by Members.

### **C. Use of Register**

Subject to the Act, confidentiality considerations and privacy laws, the Register may be used by the Club solely to further the Objects, as the Management Committee considers appropriate.

## **11 EFFECT OF MEMBERSHIP**

### **A. Members acknowledge and agree that:**

- a. this Constitution forms a contract between each of them and the Club and that they are bound by this Constitution and the 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 Committee or other entity with delegated authority;
- c. by submitting to this Constitution and the Regulations, they are subject to the jurisdiction of the Club, RSO, SSO and NSO;
- d. the Constitution and the Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Sport;
- e. neither membership of the Club nor this Constitution gives rise to:
  - i. any proprietary right of Members in, to or over the Club or its property or assets;
  - ii. any automatic right of a Member to renewal of their membership of the Club;
  - iii. subject to the Act and the Club acting in good faith, the right of Members to natural justice, unless expressly provided for in this Constitution;
- f. they are entitled to all benefits, advantages, privileges and services of Club membership;  
and
- g. a right, privilege or obligation of a person by reason of their membership of the Club:
  - i. is not capable of being transferred or transmitted to another person; and
  - ii. terminates upon the cessation of membership whether by death, resignation or otherwise.

## **12 DISCONTINUANCE OF MEMBERSHIP**

### **A. Notice of Resignation**

- a. A member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving notice in writing to the Club of such withdrawal or resignation.
- b. When the Club receives a notice given under **clause 12Ab** it must make an entry in the Register that records the date on which the Member ceased to be a Member.

### **B. Discontinuance for Breach**

- a. The Club in general meeting may by resolution remove any member of the Management Committee from the office of member of the Management Committee before the expiration of the member's term of office and may by resolution appoint another person

to hold office in lieu of the member so removed until the expiration of office of the member so removed; and

- b. Notwithstanding anything in the Act or this Constitution:
  - i membership of the Club 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 Club, failure to comply with the Regulations or any resolutions or determinations made or passed by the Committee or any duly authorised committee.
  - ii. membership shall not be discontinued by the Management Committee under **clause 12Bbi** without the Management Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach; and
  - iii. where a Member fails, in the Management Committees view to adequately explain the breach, that Member's membership shall be discontinued under **clause 12Bbi** by the Management Committee giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 12B** as soon as practicable.

#### **C. Member to Re-Apply**

- a. Member whose membership has ceased or been discontinued under **clauses 12A or 12B** must seek renewal and re-apply for membership in accordance with this Constitution; and
- b. may be re-admitted at the discretion of the Management Committee. There is no right of appeal where the Management Committee refuses to re-admit a former Member under this clause.

#### **D. Forfeiture of Rights**

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

#### **E. Membership may be reinstated**

Membership which has been discontinued under this **clause 12** may be reinstated at the discretion of the Management Committee, with such conditions as it deems appropriate.

#### **F. 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.

### **13 DISCIPLINE**

#### **A. Disciplinary proceedings**

The Board may commence or cause to be commenced disciplinary proceedings against a Member who has allegedly:

- a. breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the committee or any duly authorised committee;

- b. acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club and/or the Sport; or
- c. brought themselves, the Club, any other Member or the Sport into disrepute.

**B. Procedure**

- a. That Member will be subject to and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Club set out in the Regulations or as otherwise determined by the Management Committee.
- b. Without limiting the operation of **clause 13Ba** the 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 or as otherwise determined by the Management Committee but subject always to the Act.

**14 SUBSCRIPTIONS AND FEES**

The annual membership subscription and any other fees or levies payable by Members or categories of Members to the Club, the benefits which apply, the time for, and manner of payment, shall be determined by the Management Committee from time to time.

The Management Committee is empowered to prevent any Member whose annual subscription or any other fees are in arrears from exercising the whole or any of the rights or privileges of membership of the Club, including but not limited to the right to vote at General Meetings. There is no right of appeal where the Committee exercises its power.

**15 EXISTING MANAGEMENT COMMITTEE**

The Members of the executive or governing body of the Club 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 the executive shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

**16 POWERS OF THE MANAGEMENT COMMITTEE**

Subject to the Act and this Constitution, the business of the Club shall be managed and the powers of the Club shall be exercised by the Management Committee. In particular, the Management Committee shall formulate regulations and act in accordance with the Objects and shall operate for the benefit of the members and the Sport and community throughout the Local area.

**A. Composition of the Management Committee**

- a. The affairs of the Club shall be controlled and managed by a Management Committee on behalf the members and consist of Office-bearers, Junior Delegate/s and three ordinary members of the club.
- b. The Office-bearers of the club shall consist of the following:
 

President	Treasurer
Senior Vice President	Assistant Treasurer (Optional)
Junior Vice President	Publicity Officer
Secretary	Recorder
Junior Secretary	Public Officer

- c. Duties of the Office Bearers:
- i. President: The President shall provide strategic oversight of all club activities, preside over all General Meetings of the Club ensuring they are properly conducted, act as delegate to the Central Coast Cricket Association and prepare the Annual Report.
  - ii. The Senior Vice President will assist the President in the execution of his/her duties and shall chair meetings in the absence of the President. The Vice President will also act as a delegate to the Central Coast Cricket Association and undertake other duties as assigned by the Management Committee.
  - iii. The Junior Vice-President will chair meetings of the Junior Sub-Committee and provide strategic oversight of all activities associated with the running of junior competitions. Keep the Management Committee informed of all matters and requirements relating to the junior's and attend CCCA meetings as required. Act as the junior delegate on the Management Committee.
  - iv. Secretary: The Secretary shall attend to all correspondence involved in the control and management of the Club, convene meetings, keep records of proceedings and attendance at Club meetings, act as an optional delegate to the CCCA and liaise with club captains and the club coach to ensure that all teams have sufficient players on game day.
  - v. The Juniors Secretary: shall attend to all correspondence associated with the control and management of the Junior Cricketers. Other duties as directed by the Management Committee will also be the responsibility of the Junior Secretary.
  - vi. Treasurer: The Treasurer shall keep proper record of all monies received and dispersed, regularly bank or invest monies as may be directed by the Club, pay all accounts as authorised by the Club, prepare and present an Annual Financial Statement or any other financial statement as may be required by the Club. The Treasurer will also act as the Public Officer and is the club's representative to the ATO. The Treasurer will also manage the clubs electronic registration system.
  - vii. Assistant Treasurer: shall assist by carrying out duties of the Treasurer in the absence of the Treasurer or as otherwise directed by the Treasurer. Other duties as directed by the Management Committee.
  - viii. Publicity Officer: is responsible for ensuring that the club and its sponsors receive the widest possible media coverage. Act as a liaison officer for the media at all club events and functions. The Publicity Officer will also ensure that all electronic media publications are current and up-to-date. Other duties as directed by the Management Committee.
  - ix. Recorder: Will provide strategic oversight of all player registrations and the accurate and timely recording of match details. The Recorder is also directly responsible to the Treasurer.

## **B. Election and Appointment of Committee Members**

- a. The Office-bearers and the other members of the Management Committee will be elected at each Annual General Meeting. Any casual vacancy occurring in the Management Committee may be filled by a member appointed by the Management Committee and such member shall hold office until the conclusion of the immediate following General Meeting.
- b. In addition to the appointed Office Bearers active members, life members and associate members may attend general meetings and vote on motions placed before the Management Committee where a quorum of 5 could not otherwise be achieved. In circumstances where there are a sufficient number of office

bearers present to form a quorum of 5, no other members will be entitled to vote on motions placed before the committee.

- c. Members of the Management Committee shall hold office from the conclusion of the Annual General Meeting at which they were elected until the conclusion of the immediate following Annual General Meeting.
- d. Retiring members of the Management Committee are eligible for re-election.
- e. No remuneration or other benefit in money or money's worth shall be paid or given by the Club to any member of the Management Committee except:
  - i. repayment of out-of-pocket expenses;
  - ii. interest at a rate not exceeding interest at the rate for the time being which is or would be charged by the Club's bankers for money lent to the club; and
  - iii. reasonable and proper rent for premises let to the Club.
- f. If the number of nominations received is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Management Committee, then those nominated may be declared elected only if approved by a majority of Members present and entitled to vote.
- g. 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, the positions will be deemed casual vacancies.
- h. If the number of nominations exceeds the number of vacancies to be filled, voting shall be conducted in such a manner and by such a method as determined by the Management Committee from time to time.

## **17 VACANCIES ON THE MANAGEMENT COMMITTEE**

### **A. Casual Vacancies**

Any casual vacancy occurring in the position of committee member may be filled by the remaining committee members from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the committee members' term under this Constitution.

### **B. Grounds for Termination of Committee Member**

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

- a. dies.
- b. becomes bankrupt or makes any arrangement or composition with their creditors generally.
- c. after reasonable consideration by the committee, is determined by the committee to have become incapacitated and the committee reasonably expects the committee member will remain incapacitated for a period exceeding 3 months, provided always that:
  - i. the committee member is first given the opportunity to make written or oral submissions to the Management Committee before a determination is made; and

- ii. any determination made under this clause shall be made with the management committee acting reasonably; or
- d. resigns their office in writing to the Club.
- e. is absent without the consent of the management committee from meetings held during a period of six (6) months.
- f. is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest.
- g. in the reasonable opinion of the committee (but subject always to this Constitution) has:
  - i. acted in a manner unbecoming or prejudicial to the Objects and interests of the Club.
  - ii. brought themselves or the Club into disrepute.
  - iii. is removed by Special Resolution; or
  - iv. would otherwise be prohibited from being a director of a corporation under the Corporations Act 2001.

## **18 MEETINGS OF THE MANAGEMENT COMMITTEE**

- A. The Management Committee shall meet as often as is necessary to conduct the business of the Club, but in any event not less than once every month unless determined otherwise by the President who will act as the Chair of the meetings.
- B. The quorum for meetings of the Management Committee shall be five (5).
- C. In the event of a vacancy or vacancies in the members of the Management Committee, the remaining members may continue to act, but if the number of remaining members is not sufficient to constitute a quorum at a meeting of the Management Committee, they may act only for the purpose of appointing new members required to constitute a quorum.
- D. Notice of Management Committee meetings shall be given at the previous Management Committee meeting or by such other means as the Management Committee may determine.

- E. At a meeting of the Management Committee:
  - a. the President shall preside as chairman of the meeting, or
  - b. if the President is absent or unwilling to act as Chairman such one of the remaining members of the Management Committee as may be chosen by the members present at the meeting shall preside as Chairman.
- F. Questions arising at any meeting of the Management Committee shall be decided by the majority of votes of these members of the Management Committee present. In the case of an equality of votes the person presiding as chairman of the meeting shall have a second or casting vote.
- G. Any person may attend a meeting of the Management Committee at the invitation of the Management Committee.
- H. Any act or thing done or suffered, or purporting to have been or suffered, by the Management Committee is valid and effectual notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any members of the Management Committee.

## 19 DELEGATIONS

### A. Management Committee may Delegate Functions

The Management Committee may, by instrument in writing, create, establish or appoint special committees, individual officers and consultants to carry out specific duties and functions. The Management Committee will determine what powers these sub-committees or individuals are given. In exercising its power under this clause, the Management Committee should take into account broad stakeholder involvement.

### B. Delegation by Instrument

In the establishing instrument, the committee may 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, any other law or this Constitution.

### C. Delegated Function Exercised in Accordance with Terms

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

### D. 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 Management Committee under **clause 18**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Management committee with details of all material decisions. The entity shall also provide any other reports, minutes and information as required by the Management Committee from time to time.

**E. Delegation may be Conditional**

A delegation under this clause may be made subject to certain conditions or limitations regarding the exercise of any function. These may be specified in the delegation.

**F. Revocation of Delegation**

The Management Committee may by resolution and/or instrument in writing, at any time revoke wholly or in part any delegation made under this clause. The Committee may also amend or repeal any decision made by a body or person under this **clause 19**.

**20 POWER TO FORM A SUB-COMMITTEE**

- A. The Committee may, by instrument in writing, delegate to one or more sub-committees (consisting of such members of the Association as the Committee thinks fit) the exercise of such of the functions of the Committee as are specified in the instrument, other than:
  - i. this power of delegation; and
  - ii. a function which is a duty imposed on the Committee by the Act, by any other law or by this Constitution.
- B. A function the exercise of which has been delegated to a sub-committee under this clause may, while the delegation remains unrevoked, be exercised from time to time by the sub-committee in accordance with the terms of the delegation.
- C. A delegation under this section may be made subject to such conditions or limitations as to the exercise of any function the subject thereof, or as to time or circumstances, may be specified in the instrument of delegation.
- D. Notwithstanding any delegation under this Clause, the Committee may continue to exercise any function delegated.
- E. Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under this Clause has the same force and effect as it would have if it had been done or suffered by the Committee.
- F. The Committee may, by instrument in writing, revoke wholly or in part any delegation under this Clause.
- G. A sub-committee may meet and adjourn as it thinks proper.
- H. There shall be in addition to any other sub-committee constituted in terms of the clause a Junior Management Committee.
- I. The Junior Management Committee will function under the auspice of the Senior Committee and shall consist of a Chairman and Secretary, one of who will be Junior Delegate (office-bearer) to the Club Management Committee.
- J. The terms of office for the committee members are from Annual General Meeting to Annual General Meeting.

## 21 ELECTRONIC MEETINGS AND FORMS OF COMMUNICATION

- A. A resolution in writing that has been signed or assented to by any form of visible or other electronic communication by all of the Management Committee for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of the Management Committee duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the committee members.
- B. Without limiting the power of the Management Committee to regulate its meetings as it thinks fit, a meeting of the Committee may be held where one or more of the Committee is not physically present at the meeting, provided that:
  - a. 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.
  - b. notice of the meeting is given to all the committee members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Management committee or this Constitution. The notice will specify that committee members are not required to be present in person.
  - c. if a failure in communications prevents **clause 21Ba** from being satisfied by the number of committee members which constitutes a quorum, and none of such members of the committee are present at the place where the meeting is deemed by virtue of the further provisions of this clause to be held, then the meeting shall be suspended until **clause 21Ba** is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned; and
  - d. any meeting held where one or more of the Management Committee is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a member of the Management Committee is there present. If no committee member is there present, the meeting shall be deemed to be held at the place where the chair of the meeting is located.

## 22 CONFLICT OF INTEREST

### A. Declaration of Interest

A committee member shall declare their interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. He/she shall, unless otherwise determined by the committee, absent themselves from discussions of such matters and shall not be entitled to vote in respect of such matters. If the Committee member casts a vote, the vote shall not be counted. If there is any uncertainty as to whether it is necessary for a member of the committee to absent themselves from discussions and refrain from voting, the issue should be immediately determined by the Management Committee. If this is not possible, the matter shall be adjourned or deferred.

### B Nature of Interests disclosed

The nature of the interest of a Committee Member must be declared at the meeting of the Committee at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be disclosed to the Committee at the next meeting of the Committee. If a Director 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 Committee held after the Director interest has arisen.

**NOTE:** All disclosed interests must also be disclosed to each Annual General Meeting.

### **C. General Disclosure**

A general notice stating that a member of the committee is a member of any specified firm or company and that they are 'interested' in all transactions with that firm or company is sufficient declaration under **clause 22B**. After such general notice, it is not necessary for the Committee Member to give a special notice regarding any particular transaction with that firm or company.

### **D. Recording Disclosures**

Any declaration made, any disclosure or any general notice given by a member of the Management Committee under **clause 22** must be recorded in the minutes of the relevant meeting and otherwise in accordance with the Act.

## **23 ANNUAL GENERAL MEETING**

### **A. Meeting to be convened**

The Club's Annual General Meeting shall be held in accordance with the Act and this Constitution. It should be held on a date and at a venue determined by the Management Committee.

a. The standing orders for the Annual General Meeting shall be as set out below:

- i. Reading and confirmation of the previous A.G.M minutes.
- ii. Annual reports and financial statements.
- iii. Election of office-bearers.
- iv. Correspondence and accounts.
- v. General Business.
- vi. Rule changes.

b. A quorum for all Annual General Meetings shall be five (5) members.

### **B. Business**

- a. The business to be transacted at the annual General Meeting includes the consideration of accounts and the reports of the Board and auditors, the election of Committee Members under this Constitution and subject to the requirements of the Act, the appointment of the auditors.
- b. All business that is transacted at an Annual General Meeting, with the exception of those matters set down in **clause 23Ba** shall be special business.
- c. No business other than that stated on the notice for an Annual General Meeting shall be transacted at that meeting.

## **24 SPECIAL GENERAL MEETINGS**

- A. The Management Committee may, whenever it thinks fit, convene a special General Meeting.

- a. The Management Committee may, upon receipt of a requisition in writing by not less than 4 Active or Life Members of the Club, convene a special general meeting of the Club
- b. The Requisition for a Special General Meetings shall state the object(s) of the meeting, be signed by the Members making the requisition and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- c. The Management Committee shall then convene if approved a special general meeting within 14 days after the date on which the requisition for the meeting is lodged with the Honorary Secretary. Each member shall be advised by notice in writing at least 7 clear days before the day appointed for the special general meeting of the nature of the business to be conducted at the meeting and no other business shall be conducted at the meeting.
- d. Changes to the constitution and general policy changes can be approved at a Special General Meeting.
- e. A quorum for all Special General Meetings shall be five (5) members.

## 25 GENERAL MEETINGS

- A. Notice of every General Meeting shall be given to every Life Member and Individual Member entitled to receive notice. Notices shall be sent to the addresses appearing in the Club's Register. The auditor and Directors shall also be entitled to receive notice of every General Meeting. No other person shall be entitled, as of right, to receive notices of General Meetings.
- B. A notice of a General Meeting shall specify the place, day and hour of the meeting and shall state the business to be transacted at the meeting. Advice of a General Meeting shall be given to those Members entitled to receive notice, together with:
  - a. the agenda for the meeting; and
  - b. any notice of motion received from Members entitled to vote.
- C. General Meetings shall be held on the 1<sup>st</sup> Thursday of every month or as otherwise determined by the President.
- D. A quorum for all General Meetings shall be five (5) members.
  - a. Except where the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the Club, the Honorary Secretary may, at least 5 days before the date fixed for the holding of the general meeting, serve on each member a notice specifying the place, date and time of the meeting and the nature of the business proposed to be trans acted at the meeting.
  - b. Where the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the Club, the Honorary Secretary shall, at least 21 days before the date fixed for the holding of the general meeting, serve a notice on each member specifying in addition to the information required under clause (b), the intention to propose the resolution as a special resolution.
  - c. No business other than that specified in the notice convening a general meeting shall be transacted at the general meeting except.

- d. A member desiring to bring any business before a general meeting may give notice in writing of that business to the Honorary Secretary who shall include that business in the next notice calling a general meeting given after receipt of the notice from the member.
- e. No item of business shall be transacted at a general meeting unless a quorum of members entitled under these rules to vote is present during the time the meeting is considering that item.
- f. If within half an hour after the appointed time for commencement of a general meeting a quorum is not present, the meeting if convened upon the requisition of members shall be dissolved and in any other case shall stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.
- g. If at the adjourned meeting a quorum is not present within half an hour after the time appointed for commencement of the meeting, the members present (being not less than 5) shall constitute a quorum.
- h. The President shall preside as chairman at each general meeting of the Club.
- i. If the President is absent from a general meeting or unwilling to act as chairman, the members present shall elect one of their number to preside as chairman at the meeting.
- j. The chairman of a general meeting at which a quorum is present may with the consent of the majority of members present at the meeting adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- k. Where a general meeting is adjourned for 14 days or more, the Honorary Secretary shall give written or oral notice of the adjourned meeting to each member of the Club stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- l. Upon any question arising at a general meeting of the Club only Active and Life Members shall be entitled to vote and shall have one vote only. Members shall be deemed to be in arrears and shall temporarily lose their voting rights if accounts rendered by the Club have not been satisfied within thirty (30) days of the date of account.
- m. All votes shall be given personally.
- n. In the case of an equality of votes on a question at a general meeting, the chairman of the meeting shall have a second or casting vote.
- o. Members entitled to vote may submit notices of motion for inclusion as special business at a general meeting. All notices of motion must be submitted in writing to the Club no less than seven (7) days (excluding receiving date and meeting date) prior to the General Meeting.

## **26 PROCEDURE AT MEETINGS**

### **A. Chair to Preside**

The chair of the Committee shall, subject to this Constitution, preside as chair at every General Meeting except:

- a. in relation to any election for which the chair is a nominee; or
- b. where a conflict of interest exists.
- c. If the chair is not present, or is unwilling or unable to preside, the Members present shall appoint another member to preside as chair for that meeting only.

**B. 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 chair; or
- b. a simple majority of the Members.

**C. Recording of Determinations**

Unless a poll is demanded under **clause 26B** the chair's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the minutes of proceedings.

**D. Where Poll Demanded**

If a poll is duly demanded under **clause 26B** it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chair directs. The result of the poll shall be the resolution of the meeting.

**E. Procedural irregularities**

No decision of the club, the committee or any committee authorised entity shall be invalid merely because of a failure to give proper notice under this Constitution or the Regulations or other irregularity in procedure required by this Constitution or the Regulations unless a person suffers substantial prejudice as a result of that failure to give proper notice or irregularity in procedure.

The club, the committee or other committee authorised entity may confirm an earlier decision which may have been otherwise invalid because of a failure to give proper notice or other irregularity in procedure and the decision shall be deemed to be valid from the time it was originally made.

**27 RECORDS AND ACCOUNTS**

**A. Records**

The Club shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Club and the Committee). It shall produce these as appropriate at each Committee Meeting.

**B. Records Kept in Accordance with the Act**

- a. Proper accounting and other records of the Club including books, minutes, documents and securities shall be kept in accordance with the Act and otherwise shall be kept in the care and control of the secretary.
- b. Subject to the Act, the Committee may determine whether and to what extent, and at what times and places and under what conditions, the financial records, accounts,

books, securities or other relevant documents of the Club will be open for inspection by the Members.

**C. Committee to Submit Accounts**

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

**E. Accounts Conclusive**

The statements of account, when approved or adopted by an Annual General Meeting, shall be conclusive except when errors have been discovered within three (3) months after such approval or adoption.

**F. Accounts to be available to Members**

The secretary shall ensure all persons entitled to receive notice of General Meetings under this Constitution, receive or have access to a copy of the statements of account, the Committee's report, the auditor's report and every other document required under the Act (if any).

**G. Negotiable Instruments**

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

**28 AUDITOR**

The Club's financials shall be audited by a suitably qualified person from time to time as determined by the committee.

**29 INCOME AND EXPENDITURE**

- A. The funds of the Club shall be derived from the membership subscription fees, playing fees, donations, subsidies, grants, and such other sources determined or approved by the Management Committee.
- B. All purchases over \$250 are to be ratified by the President or the Treasurer.
- C. All money received by the Club shall be deposited as soon as practicable in any account opened in the Club's name with a bank, building society or corporation, deposits in which have been prescribed as authorised securities pursuant to the Trustee Act, 1925.
- D. All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed by any 2 of the President, Honorary Secretary, and Honorary Treasurer.
- E. Fundraising:
  - a. The raising or obtaining in the name of the Club of all moneys, donations, sponsorships, incentives, trophies or the like for the Club or for a member or members of the Club in their capacity as members of the Club must be approved or ratified by the Management Committee or its duly appointed nominee(s).
  - b. The allocation, appropriation and disbursement of all moneys, donations, sponsorships, incentives, trophies, or the like received or obtained by or made available or promised to the Club, whether in the form of money or otherwise, shall be exclusive jurisdiction of the Management Committee.
  - c. The Management Committee shall have due regard to the expressed wishes of such donors or sponsors regarding the allocation, appropriation or disbursement of such moneys, donations, sponsorships, incentives, trophies or the like.

### **30 INSURANCE**

- A. In respect of the insurance required to be maintained by the Club pursuant to Section 44 of the Act, it shall be a function of the Management Committee to ascertain whether or not the Club is covered by a policy held by the New South Wales Cricket Association every year and if not so covered prior to the commencement of the cricket year to effect such insurance forthwith and ensure that the Club maintains such insurance either on its own account or by a policy held by the New South Wales Cricket Association.
- B. In addition to the insurance required under clause (A.) the Committee may effect and maintain such other insurance as it deems necessary either on its own account or through policies held by the New South Wales Cricket Association.

### **31 DISTRIBUTION OF PROPERTY ON WINDING UP**

If upon winding up or cancellation of the Club there remains, after satisfaction of all its debts and liabilities, any assets or property, they shall not be paid to or distributed among the Members. Instead, the assets or property shall be given or transferred to the Central Coast Cricket Association. The RSO must prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Club by this Constitution.

### **32 ALTERATION OF CONSTITUTION**

**NOTE:** This Constitution shall not be altered except by Special Resolution.

#### **A. Requirements of a special resolution.**

- a. A special resolution must be passed at an Annual General Meeting or a Special General Meeting of the Club to effect change.
- b. it must be passed by a majority which comprises not less than 75 per cent of such members of the Club as, being entitled under these rules so to do, vote at a general meeting of which not less than 21 day's written notice specifying the intention to propose the resolution as a special resolution was given in accordance with these rules; or
- c. where it is made to appear to the Commission that it is not possible or practicable for the resolution to be passed in the manner specified in sub-clause (a.) hereof – the resolution is passed in a manner specified by the Commission.

#### **B. Items that can be changed by special resolution only**

A special resolution must be passed at the Annual General Meeting or a Special General Meeting of the Club to effect the following changes:

- a. an alteration of the Club's name.
- b. an alteration of or addition to the Club's objects and rules.
- c. an alteration of the Club's colours or logo.
- d. an amalgamation with another incorporated or unincorporated association.
- e. to voluntarily wind up the Club and distribute its property or
- f. to apply for registration as a company or a co-operative society.

### 33 REGULATIONS

#### A. Management to Formulate Regulations

The Management Committee may formulate, issue, adopt, interpret and amend Regulations for the proper advancement, management and administration of the Club, the advancement of the Objects and the Sport in the Local Area. Such Regulations must be consistent with this Constitution and any policy directives of the Committee.

#### B. Regulations Binding

All Regulations are binding on the Club and all Members.

#### C. Regulations Deemed Applicable

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

#### D. Changes Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by such means as are determined and approved by the Committee from time to time. The Club shall take reasonable steps to distribute such changes to Members. All changes are binding on all Members.

### 34 RECOGNITION OF THE CLUB

The Club is a Member of the RSO and SSO and is recognised by those bodies as the entity responsible for the delivery of the Sport of Cricket in the Local area in accordance with the Objects but subject always to compliance with this Constitution and the RSO and SSO's constitutions.

### 35 NOTICE

Notices may be given by the Club to any person entitled under this Constitution to receive any notice. The notice can be:

- A. sent by pre-paid post to the Member's registered address or
- B. sent by facsimile transmission or by electronic mail to the Member's facsimile number or electronic mail address or
- C. prominently posted on the Club's website.

**NOTE:** Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three days after posting.

Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.

Where a notice is sent by electronic mail or by posting on the Club's website, service of the notice shall be deemed to be effected the next business day after it was sent or posted.

