



*Associations Incorporation Act 1985 (SA)*

# Constitution of the Lyndoch Cricket Club Incorporated



*Check Version Control (Page 2) for Update History*

Version Control			
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## ASSOCIATIONS INCORPORATION ACT 1985 (SA)

### CONSTITUTION

of the

### LYNDOCH CRICKET CLUB INCORPORATED

## 1. NAME OF CLUB

The name of the club is Lyndoch Cricket Club Incorporated (**Club**).

## 2. DEFINITIONS AND INTERPRETATION

### 2.1 Definitions

In this Constitution, unless the contrary intention appears:

**Act** means the *Associations Incorporation Act 1985 (SA)*.

**Annual General Meeting** means a meeting held once a year and of the kind described in **clause 7**.

**Appointed Committee Member** means a Member or non-member aged 16 years or above appointed to the Management Committee accordance with this Constitution to act as a Director of the Club under **clause 8**.

**Associate Member** means a non-playing Member of the Club aged 18 or above, generally linked to the Club by a Junior Member, Senior Member or Life Member as a spouse, partner, parent or other related connection.

**Committee Member** means a member of the Management Committee, including Elected and Appointed Committee Members under **Clause 8.3**.

**Club** means the Lyndoch Cricket Club Incorporated.

**Constitution** means this constitution of the Club.

**Elected Committee Member** means a Member aged 16 years or above appointed to the Management Committee under **clause 8**, which includes any person acting in that capacity from time to time appointed in accordance with this Constitution to act as a Director of the Club.

**Executive Officer** means the Executive Officer of the Club for the time being appointed under this Constitution. Where the Club does not have an Executive Officer, the Club secretary or public officer will, subject to confirmation by the Management Committee, assume the functions of the Executive Officer under this Constitution.

**Financial Year** means the year ending on the next 31 May following incorporation and thereafter a period of 12 months commencing on 1 June and ending on 31 May each year.

**General Meeting** means any general meeting of the Management Committee and/or Members other than the Annual General Meeting or Special General Meetings.

**Honorary Member** means any visiting player or supporter from an opposing club to the Club's home location(s).

**ICC** means the International Cricket Council, serving as the international foundation of the Sport.

**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 Club or any activity of or conducted, promoted or administered by the Club in the Local Area.

**Junior Member** means a registered, financial playing member of the club who is younger than 18 years of age.

**Life Member** means an individual appointed as a life member of the Club under **clause 5.3**.

**Local Area** means the geographical area for which the Club is responsible and as recognised by the Club, primarily Lyndoch and surrounding regions in the state of South Australia.

**Management Committee** means the body consisting of the Elected and Appointed Committee Members, who are entrusted to manage the affairs of the Club.

**Meeting** means either an Annual General Meeting, Special General Meeting or General Meeting

**Member** means a member for the time being of the Club as described under **clause 5**.

**NSO** means the relevant National Sporting Organisation, which in the case of this constitution at the most recent update is Cricket Australia.



**Objects** means the objects of the Club in **clause 3**.

**Ordinary Resolution** means the passing of a motion by a simple majority. Either of Senior Members, Associate Members or Life Members entitled to vote at a General Meeting, or of Committee Members entitled to vote at a Meeting of the Management Committee.

**Regulations** means any regulations (commonly referred to as By-Laws) made by the Management Committee under **clause 10.4**.

**RSO** means the regional sporting organisation/association(s) that conducts and manages competitions in the Sport that the Club is affiliated with.

**Seal** means the common seal of the Club.

**Senior Member** means a registered, financial playing member of the club who is at least 18 years of age.

**Special General Meeting** means a meeting (other than a General Meeting or Annual General Meeting) to discuss extraordinary issues.

**Special Resolution** means a special resolution defined in the Act; the passing of a motion by no less than three quarters of Members present and eligible to vote at an Annual or Special General Meeting of the Members.

**Sport** means the sport of cricket.

**SSO** means the relevant State Sporting Organisation, which in the case of this constitution at the most recent update is the South Australian Cricket Association.

**Voting Member** means Members who have the right to receive notice of Meetings and to be present, to debate and to vote at Meetings of the Club as described under **clause 5**.

## **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 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);
- (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 or other digital means;
- (i) any doubt arising as to the application or meaning of any clause or wording therein shall be decided by a vote at a General Meeting, which decision shall be final and conclusive; and
- (j) where this Constitution requires a motion be passed by a General Meeting of the Committee, the decision may be passed by Ordinary Resolution unless this Constitution or the Act requires otherwise.

### **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. OBJECTS OF THE CLUB**

The Objects of the Club are, within the Local Area and South Australia generally (where applicable), to:

- (a) conduct, encourage, promote, advance and administer the Sport;
- (b) act, at all times, on behalf of and in the interest of the Members and the Sport;

- (c) affiliate and otherwise liaise with the RSO and SSO (and NSO where applicable) and comply with the constitutions, regulations and rules of these bodies to further these Objects;
- (d) adopt and implement such policies as may be developed by the SSO or the NSO, including (as relevant and applicable) Member protection, anti-doping, health and safety, player and child welfare, junior sport, infectious diseases and such other matters as may arise as issues to be addressed in the Sport;
- (e) abide by, promulgate, enforce and secure uniformity in the application of the rules of the Sport;
- (f) advance the operations and activities of the Club;
- (g) maintain and enhance the reputation of the Club and the Sport and the standards of play and behaviour of participants in the Sport;
- (h) promote at all times mutual trust and confidence between the Club, the RSO, the SSO, the NSO and the Members in pursuit of these Objects;
- (i) promote the economic and community service success, strength and stability of the Club, the Members and the Sport;
- (j) use and protect the Intellectual Property appropriately;
- (k) pursue such commercial arrangements, including sponsorship and marketing opportunities, as are appropriate to further the interests of the Club;
- (l) have regard to the public interest in the operations of the Club;
- (m) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects;
- (n) 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; and
- (o) promote the health and safety of Members and all other participants in the Sport.

## **4. POWERS OF THE CLUB**

Solely for furthering the Objects, the Club has the rights, powers and privileges conferred on it under section 25 of the Act, namely to:

- (a) acquire, hold, deal with, and dispose of, any real or personal property;
- (b) administer any property on trust;
- (c) open and operate ADI accounts;
- (d) invest its moneys —
  - (i) in any security in which trust moneys may, by Act of Parliament, be invested; or
  - (ii) in any other manner authorised by the rules of the Club;
- (e) borrow money upon such terms and conditions as the Club thinks fit;
- (f) give such security for the discharge of liabilities incurred by the Club as the Club thinks fit;
- (g) appoint agents to transact any business of the Club on its behalf; and
- (h) enter into any other contract it considers necessary or desirable.

## **5. MEMBERSHIP**

### **5.1 Categories of Members**

The Members of the Club shall consist of the categories described under this **clause 5.1**. Such new categories of Members as may be created by the Management Committee. Any new category of Member created by the Management Committee cannot be granted voting rights without the approval of the Club in a Meeting. Any membership fee for each category of Members of the Club will be set at the Annual General Meeting or a Meeting in a timely manner before the start of the new season.

#### **5.1.1 Associate Members**, who subject to this Constitution,

- (a) are a non-playing Member of the Club aged 18 or above;
- (b) be limited to past players and officials of the Club, spouses and parents of current and past players or officials of the Club;
- (c) be eligible to serve on the Management Committee;



- (d) be eligible for privileges and benefits of being a Member of the Club (except voting rights unless **clause 5.1.1(e)(i, ii and/or iii)** are met); and
- (e) shall have the right to receive notice of Meetings and to be present, to debate and to vote at Meetings only if one or more of the below criteria are met:
  - (i) the person is financial through the relevant membership option (commonly referred to as 'social') available through the Club registration system, and/or
  - (ii) they are a parent/guardian of a financial registered Junior Member (only one (1) parent/guardian can cast one (1) vote per related Junior Member), and/or
  - (iii) they are an Elected or Appointed Committee Member.

**5.1.2 Senior Members**, who subject to this Constitution,

- (a) shall have the right to receive notice of Meetings and to be present, to debate and to vote at Meetings;
- (b) be eligible to serve on the Management Committee; and
- (c) be eligible for privileges and benefits of being a Member of the Club.

**5.1.3 Junior Members**, who subject to this Constitution,

- (a) shall have no right to receive notice of Meetings and no right to be present or debate or vote at Meetings unless
  - (i) they are aged 16 years or above, or
  - (ii) be represented and have a vote cast on their behalf by their parent or guardian who under this Constitution is an Associate Member (only one (1) parent/guardian can cast one (1) vote per related Junior Member).
- (b) be eligible to serve on the Management Committee if they are aged 16 years or above; and
- (c) be eligible for privileges and benefits of being a Member of the Club.

**5.1.4 Life Members**, who subject to this constitution,

- (a) are existing Life Members of the Club or have been awarded Life Membership as per **clause 5.2**;
- (b) shall have the right to receive notice of Meetings and to be present, to debate and to vote at Meetings;
- (c) be eligible to serve on the Management Committee; and
- (d) be eligible for privileges and benefits of being a Member of the Club.

**5.1.5 Honorary Members**, who subject to constitution,

- (a) are visiting players or supporters of opposing clubs to the Club's home ground on that day; and
- (b) are subject to all Regulations of the Club, RSO, SSO and NSO but be excluded from **clause 5.18** of this Constitution; and
- (c) shall be subject to certain privileges and benefits of being a Member of the Club at the discretion and approval of the Management Committee; but
- (d) shall have absolutely no right to be elected to the Management Committee, receive notice of Meetings and to be present, to debate and to vote at Meetings and to introduce visitors to the Club; and
- (e) shall have their membership ceased with the Club upon departure on that day; no record of Honorary Members is required.

**5.2 Life Members**

- (a) Life membership is the highest honour that can be bestowed by the Club for longstanding and valued service to the Club or to the Sport in South Australia.
- (b) Any current Associate Member, Senior Member, Life Member or Committee Member as described in this Constitution may recommend a person for Life Membership by notice in writing to the Management Committee via online form or similar means.
- (c) A person may be appointed a Life Member only by Ordinary or Special Resolution put to a General Meeting or Annual General Meeting by the Management Committee.
- (d) A Life Member has the right to receive notice of Meetings and to be present, to debate and to vote at Meetings.

- (e) A Life Member cannot be required to pay fees or subscriptions (other than fees that are required to be paid by a participant in the Sport in his or her capacity as a participant in the Sport).
- (f) The following criteria must be met for a person to become a Life Member of the Club:
  - (i) The nominee's length of service to the Club shall be a minimum of ten (10) years in either or both of an on-field or off-field role(s).
  - (ii) In considering the award of Life Membership to the Club, the nominee will have provided leadership and have demonstrated significant, high-quality service enhancing the reputation of the Lyndoch Cricket Club.
- (g) The nomination and assessment process for a person to become a Life Member of the Club will be as follows:
  - (i) The Management Committee will annually appoint a Club Life Membership Sub-Committee to assess the applications for Life Membership. The role of the sub-committee is to assess any nominations for Life Membership based on the award criteria. The sub-committee will consist of the Committee Members within these roles at the time of assessment:
    - President
    - Vice President – Seniors
    - Vice President – Juniors
    - Treasurer
    - Secretary
    - Registrar & Property Officer
    - Life Member Representative (a role appointed at each Annual General Meeting)
  - (ii) The President or Secretary will forward the nomination(s) received to the Life Membership Sub-Committee soon after the annual nomination close date of 31 December (in a period open from 1 May), for any successful Life Members to be formally recognised at a major Club function soon after near the end of that current season. Any nominations received after 31 December will be assessed for potential awarding the following season.
  - (iii) The Life Membership Sub-Committee shall meet minimum three (3) weeks prior to a major Club social function in February or Annual Senior Presentation in March or April (whichever is confirmed to be happening for the relevant season and deemed

a worthy event to award Club Life Membership) in the season that the nomination(s) are to be considered.

- (iv) The Life Member Representative is charged with seeking non-attributable existing Life Member feedback in relation to each nomination and be prepared to report feedback back to the Life Membership Sub-Committee as part of the overall sub-committee assessment process.
- (v) Each nominee will be considered individually on their merits and not in competition with other nominees. Only those nominations that the Life Membership Sub-Committee considers worthy of being a Life Member of the Club shall be endorsed and put to a vote at a proceeding Management Committee Meeting. The final list of endorsed nominations for the awarding of Life Membership to the Club will be put to a vote as per **clause 5.2(c)**.
- (vi) Announcement of any new Life Members of the Club that become so under **clauses 5.2(b), 5.2(f) and 5.2(g)** will take place at the main social function held by the Club in February or end of season Annual Senior Presentations in March or April; whichever is confirmed to be happening that season and deemed a worthy event for this occasion. A commemorative medallion or similar item shall be struck and presented at the occasion to the new Life Member(s). It is encouraged to keep this occasion a surprise to any incoming new Life Members.

### **5.3 Application for Membership**

- (a) Subject to this **clause 5**, an applicant candidate for membership must apply to the Management Committee in writing.
- (b) The application must:
  - (i) be in a form approved by the Management Committee, usually but not limited to online registration forms through a cloud-based software system;
  - (ii) contain full particulars of the name and address and contact details of the applicant;
  - (iii) identify the category of membership for which the applicant is applying; and
  - (iv) contain any other information prescribed by any Regulation for an application for membership in that category.

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

- (a) The Club may accept or reject an application for membership whether or not the applicant has complied with the requirements in this **clause 5**. The Club shall not be required or compelled to provide a reason for accepting or rejecting the application.
- (b) Where the Club accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Club. The Executive Officer shall amend the register accordingly as soon as practicable.
- (c) Where the Club rejects an application, any fees forwarded with the application will be refunded and the application shall be deemed rejected.

#### **5.5 Renewal**

Members (other than Life Members) must renew their membership annually in accordance with the membership registration procedures set down by the Club or in the Regulations.

#### **5.6 Deemed Membership**

- (a) All Members which or who are, prior to the operation of this Constitution, Members of the Club, shall be deemed Members from the time of the operation of this Constitution.
- (b) Members shall provide the Club with such details as are reasonably required by the Club under this Constitution within one month of the operation of this Constitution.
- (c) Any Members of the Club, prior to the operation of this Constitution, who are not deemed Members under **clause 5.6** shall be entitled to carry on such functions equivalent to their previous functions as are provided for under this Constitution.

#### **5.7 Obligations of Members**

Each Member must:

- (a) treat all staff, contractors and representatives of the Club, the RSO, the SSO, the NSO and all those involved with the Sport with respect, decency and courtesy at all times;
- (b) maintain and enhance the standards, quality and reputation of the Club, the RSO, the SSO, the NSO and the Sport;
- (c) not act in a manner:

- (i) unbecoming of a Member or prejudicial to the Objects or the interests or reputation of the Club, the RSO, the SSO, the NSO or the Sport; or
  - (ii) that is likely to bring the Club, the RSO, the SSO, the NSO or the Sport into disrepute or which might adversely affect or derogate from the standards, quality and reputation of the Club, the RSO, the SSO, the NSO or the Sport and its maintenance and development; and
- (d) recognise the Club as the authority for the Sport in the local area and the RSO as the authority for the Sport in the region and the SSO as the authority for the Sport in South Australia and the NSO as the authority for the Sport nationally;
- (e) adopt and implement such policies as may be developed by the Club;
- (f) have regard to the Objects in any way pertaining to the Sport;

#### **5.8 Club to Keep Register**

Subject to the Act, confidentiality considerations and privacy laws:

- (a) the Club must keep and maintain a register of Members (excluding Honorary Members), which shall contain, at least;
  - (i) the full name, address, category of membership and date of entry to membership of each Member and Committee Member; and
  - (ii) where applicable, the date of termination of membership of each previous Member.
- (b) the Register may contain such other information as the Management Committee considers appropriate;
- (c) Members must provide the Club with the details required by the Club to keep the register complete and up to date; and
- (d) Members shall provide notice of any change and required details to the Club within 1 month of the change(s).

#### **5.9 Inspection of Register**

Subject 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 who make a reasonable request for a proper purpose.

## **5.10 Use of Register**

Subject to the Act, confidentiality considerations and privacy laws, the register may be used to further the Objects, in such manner as the Management Committee considers appropriate.

## **5.11 Effect of Membership**

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 and policies of the Club (as well as the constitutions, regulations and policies of the RSO, the SSO and the NSO, where applicable);
- (b) they shall comply with and observe this Constitution and the Regulations and policies of the Club and also any determination, resolution or decision, which may be made or passed by the Management Committee or other entity with delegated authority on behalf of the Club;
- (c) by submitting to this Constitution and the Regulations and policies of the Club, they are subject to the jurisdiction of the Club, the RSO, the SSO and the NSO (where applicable);
- (d) the Constitution and the Regulations and policies of the Club are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Sport in the Local Area and South Australia; and
- (e) they are entitled to all benefits, advantages, privileges and services of being a Member of the Club.

## **5.12 Resignation of Membership**

- (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 one month's notice in writing to the Club, subject to the clauses below.
- (b) Once the Club receives notice of resignation of membership given under **clause 5.12(a)**, it must make an entry in the register that records the date on which the Member who or which gave notice ceased to be a Member.

## **5.13 Discontinuance of Membership for Breach**

- (a) Membership of the Club may be discontinued by the Management Committee upon breach of any clause of this Constitution or the Regulations or the policies of the Club. This includes, but is not limited to, the failure to pay any monies owed to the Club, disciplinary matters, and the 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 5.13** without the Management Committee first giving the relevant Member sufficient opportunity to explain the breach and/or remedy the breach.
- (c) A Member may not be expelled unless the Member has been afforded natural justice in accordance with the Act and procedural fairness generally, including any process outlined in the Regulations.
- (d) Where a Member fails, in the Management Committee's view, to adequately explain or remedy the breach, that Member's membership shall be discontinued under **clause 5.13**. The Club shall give written notice of the discontinuance to the Member. The register shall be amended to reflect any discontinuance of membership under this **clause 5.13** as soon as practicable.

#### **5.14 Member to Re-Apply for Membership**

A Member whose membership has been discontinued under **clauses 5.12 or 5.13**:

- (a) may seek renewal or re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted as a Member at the discretion of the Management Committee.

#### **5.15 Forfeiture of Rights**

- (a) A Member who or which 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.
- (b) Any Club documents, records or other property in the possession, custody or control of that Member shall be returned to the Club immediately.

#### **5.16 Membership May be Reinstated**

Membership which has been discontinued under this **clause 5** may be reinstated at the discretion of the Management Committee, with such conditions of membership as the Management Committee deems appropriate.

#### **5.17 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 at the discretion of the Management Committee.



## 5.18 Subscriptions and Fees

- (a) The Management Committee will:
  - (i) fix annual membership subscriptions for each category of membership;
  - (ii) fix such other fees or levies as the Management Committee considers prudent for the effective and sustainable management of the affairs of the Club; and
  - (iii) determine the time for and manner of payment of the subscriptions, fees and levies by Members to the Club.
- (b) The Management Committee may fix subscriptions, fees or levies at different rates for different categories of membership and may determine that no subscriptions are payable by one or more of the categories for any year.
- (c) The Management Committee may also authorise payment of subscriptions, fees or levies by instalments for some or all of the categories of membership and it may prescribe different terms of instalments for different categories of membership.
- (d) On admission to membership, a new Member must pay the current full year's subscription unless the Management Committee agrees to accept payment in instalments.
- (e) The Management Committee may waive all or part of a Member's subscriptions, fees or levies and may agree terms of payment for a Member different from those applicable to other Members of the same category if the Management Committee is satisfied that there are special reasons to do so.

## 6. DISCIPLINE AND DISPUTE RESOLUTION

### 6.1 Regulations

- (a) The Management Committee may make Regulations governing the hearing and determination of internal disputes, protests or complaints made by or against Members or participants or the Club or disciplinary matters generally or any other matter involving the enforcement of this Constitution or the Regulations or policies of the Club against Members or participants or the Club (including, but not limited to, matters which involve Members acting in a manner unbecoming of a Member or

prejudicial to the Objects or interests of the Club and/or Sport or Members bringing other Members, the Club and/or Sport into disrepute).

- (b) Any Regulations made under this **clause 6.1** may:
- (i) provide for one or more judiciary committees or tribunals to hear and resolve cases falling under this **clause 6.1**;
  - (ii) prescribe penalties for breaches of this Constitution or the Regulations or policies of the Club;
  - (iii) invest a judiciary committee or tribunal with power to impose penalties; and
  - (iv) otherwise prescribe the procedures for dealing with cases falling under this **clause 6.1**.
- (c) Despite any Regulation made under this **clause 6.1**, and unless otherwise specified, the Management Committee may itself deal with any disciplinary matter referred to it or appoint a judiciary committee or tribunal to do so.

## **6.2 Natural Justice and Procedural Fairness**

- (a) All proceedings relating to matters falling under **clause 6.1** must be conducted according to the rules of natural justice in accordance with the Act and procedural fairness generally.

## **6.3 Process**

- (a) Any process-related documents, including grievance procedure and penalty register can be found in the Regulations of the Club. Such procedures apply to disputes between a Member and:
- (i) another Member; or
  - (ii) the Club.
- (b) Any disputes between Members and other Clubs or the RSO or the SSO are to be dealt with by the RSO, the SSO or NSO, where applicable.
- (c) In this clause 'Member' includes any former Member who was a Member not more than six months before the dispute occurred and who is involved in the dispute.
- (d) 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.

- (e) 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 after the scheduled meeting, refer the dispute to the Association or the State Sport Dispute Centre (if applicable to the Club) to resolve the dispute in accordance with **clause 6.1**.
- (d) The Management Committee may prescribe additional grievance procedures in Regulations under **clause 6.1**.

## **7. MEETINGS**

### **7.1 Types**

The Meetings that can be convened where Voting Members have the opportunity to express opinions and vote on various matters are:

- (a) General Meetings – which may be held on a regular basis;
- (b) Special General Meeting – which are special meetings that are convened to discuss extraordinary issues; and
- (c) Annual General Meeting – which must be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Management Committee annually between 1 June and 31 August. The Annual General Meeting shall be held for the purpose of the following requirements, along with any other business:
  - (i) Elect the Elected Committee Members for the upcoming season as per **clauses 8.6, 8.7, and 8.8**. and appoint Appointed Committee Members to the Management Committee.
  - (ii) Provide reports from the President and any other Committee Members of the Club as required
  - (iii) Receive the Balance Sheet and Profit/Loss Statement
  - (iv) Provide guidance for the nomination of teams at the upcoming required meeting of clubs of the RSO, and recommend appointments of captains and/or coaches.

### **7.2 Attendance**

- (a) Unless this Constitution expressly provides otherwise, Voting Members are entitled to attend General Meetings (using technology if necessary, through a channel approved by the Management Committee) but only Committee Members are entitled to vote at these General Meetings.

- (b) The Annual General Meeting or Special General Meetings shall be an exception to **clause 7.2(a)**, whereby Voting Members (as described in **clause 5.1**) shall be entitled to vote.

### **7.3 Notice**

- (a) Notice of Meetings must be given to Voting Members and the auditor (if required as per **clause 9.3**) by the means authorised in **clause 10.5**.
- (b) A notice of a Meeting must specify the place, day and hour of the Meeting and state the nature and order of the business to be transacted at the Meeting.
- (c) At least fourteen (14) days' notice of a Meeting must be given to those Voting Members entitled to receive notice, together with:
  - (i) the agenda for the Meeting; and
  - (ii) any notice of motion received from Voting Members entitled to vote.
- (d) At least twenty-one (21) days' notice specifying the intention to propose the resolution as a Special Resolution must be given.

### **7.4 Business**

- (a) The ordinary business to be discussed at the Annual General Meeting includes, but is not limited to, the consideration and approval of financial and other accounts and the reports of the Management Committee (and those of any auditors), the election of Committee Members and auditors and any amendments to this Constitution.
- (b) All business that is discussed at a Special General Meeting or an Annual General Meeting, other than those matters referred to in **clause 7.4(a)**, is special business.
- (c) No business other than that stated on the notice for an Annual General Meeting or Special General Meeting may be discussed at those meetings.
- (d) Special or other business can be tabled without notice at a General Meeting.

### **7.5 Notices of Motion**

Voting Members entitled to vote may submit notices of motion for inclusion as special business at a Meeting. All notices of motion must be submitted in writing to the President not less than seven (7) days prior to the Meeting.

## 7.6 Quorum

No business may be discussed or transacted at a Meeting unless a quorum is present at the time when the Meeting proceeds to business. Subject to **clause 7.8(b)(ii)**, a quorum for Annual or Special General Meetings is ten (10) individual Voting Members as described under **clause 5.1**; this number must include at least two (2) current Elected Committee Members as described in **clause 8.3(a)**. Quorum for General Meetings of the Management Committee is described under **clause 8.21**.

## 7.7 Chairperson to Preside

- (a) The President of the Management Committee will, subject to this Constitution, preside as chairperson at every General Meeting except:
  - (iii) in relation to any election for which the chairperson of the Management Committee is a nominee; or
  - (iv) where the President of the Management Committee has a conflict of interest.
- (b) If the President of the Management Committee is not present or is unwilling or unable to preside, the Voting Members present must appoint another Committee Member to preside as chair for that General Meeting only.

## 7.8 Adjournment

- (a) If within half an hour from the time appointed for the Meeting, a quorum is not present, the Meeting must be adjourned until the same day in the next week at the same time and place or to such other day, time and place as the chairperson determines.
- (b) If at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the adjourned Meeting:
  - (i) if the Meeting was convened on the requisition of Voting Members under **clause 7.13**, the Meeting will lapse and will not be adjourned or reconvened; and
  - (ii) in any other case, those Voting Members present will constitute a quorum.
- (c) The chairperson may, with the consent of any Meeting at which a quorum is present, and must, if directed by the Meeting, adjourn the Meeting from time to time and from place to place but no business may be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.

- (d) When a Meeting is adjourned for thirty (30) days or more, notice of the adjourned Meeting must be given as in the case of an original Meeting.
- (e) Except as provided in **clause 7.8(c)**, it is not necessary to give any notice of an adjournment or the business to be discussed or transacted at any adjourned Meeting.

#### **7.9 Voting Procedure**

- (a) At any Meeting a resolution put to the vote of the Voting Members will be decided on a show of hands (or electronic voting channel approved by the Management Committee) unless a poll is (before the show of hands) demanded by:
  - (i) the chairperson; or
  - (ii) a simple majority of Committee Members present at the General Meeting.
- (b) Each Committee Member is entitled to one (1) vote at Meetings.
- (c) The chairperson may exercise a casting vote at Meetings.

#### **7.10 Proxy Voting**

Proxy voting is not permitted under this Constitution.

#### **7.11 Recording of Determinations**

A declaration by the chairperson that a resolution has, on a show of hands, been carried (either unanimously or by a particular majority) or lost and an entry to that effect in the minutes of the proceedings of the Club is conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

#### **7.12 Special General Meetings**

- (a) The Management Committee may, whenever it thinks fit, convene a Special General Meeting of the Club.

#### **7.13 Requisition of Special General Meetings by Voting Members**

For the purpose of clarity, any Members referred to herein under **clause 7.13** shall only be Voting Members who have voting rights as described under **clause 5.1**.

- (a) On the requisition in writing of twenty (20) or more individual Voting Members, the Management Committee must, within one (1) month after the receipt of the requisition (and provided notice is given in accordance

with **clauses 7.3 and 10.5**), convene a Special General Meeting for the purpose specified in the requisition.

- (b) Every requisition for a Special General Meeting must be signed by requisitioning Voting Members, state the purpose of the meeting 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 Voting Members making the requisitions.
- (c) If the Management Committee does not cause a Special General Meeting to be held within one (1) month after the receipt of the requisition, the Voting Members making the requisition may convene a Special General Meeting to be held not later than three (3) months after the receipt of the requisition.
- (d) A Special General Meeting convened by the Voting Members under this Constitution must be convened in the same manner, or as nearly as practical to the same manner, as a meeting convened by the Management Committee and for this purpose the Management Committee must ensure that the Voting Members making the requisition are supplied free of charge with particulars of the Voting Members entitled to receive a notice of meeting. The reasonable expenses of convening and conducting such a meeting must be borne by the Club.

## **8. MANAGEMENT**

### **8.1 Deemed Management Committee**

The Members of the administrative or governing body (by whatever name it is called) 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, and thereafter the positions of Management Committee shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

### **8.2 General powers of the Management Committee**

- (a) The Management Committee constitutes the Club for the purposes of the Act.
- (b) Subject to the Act and this Constitution, the business and affairs of the Club must be managed by the Management Committee, which may exercise the powers of the Club for that purpose.
- (c) The Management Committee must perform its functions in the pursuit of the Objects and in the interests of the Club and Members as a whole,

having regard to the Club's position and role in the structure and reputation of the Sport in the Local Area and South Australia.

- (d) The Management Committee may not cause the Club to disaffiliate from the RSO, SSO or NSO or the Sport in any way unless decided by resolution of the Voting Members at a Meeting.

### **8.3 Composition of the Management Committee**

The Management Committee will comprise up to eight (8) Members made up of the structure outlined in **clause 8.3(a) and (b)** but have no less than five (5) individual persons; see **clause 8.7(e)** for clarity. The Management Committee may from time to time form sub-committees or appoint individual coordinators to assist in achieving the Objects of the Club; this provision has been included under **clause 8.26**.

- (a) up to six (6) Elected Committee Members (sometimes referred to as the 'Executive') who must all be Members (minimum age of 16 years) and who shall be elected under **clause 8.5** in the following roles further described in the Regulations of the Club:

- (i) President
- (ii) Vice President – Seniors
- (iii) Vice President – Juniors
- (iv) Secretary
- (v) Treasurer
- (vi) Registrar & Property Officer

The Elected Committee Members shall decide on all matters of urgency between Meetings; any decision may be carried by simple majority and can be voted by circulatory resolution under **clause 8.19**.

- (b) up to two (2) Appointed Committee Members (who may be but need not be Members) and who may be appointed as per **clause 8.9**.
  - (i) An exception to **clause 8.2(b)** shall apply in the following circumstance: if the number of Elected Committee Members falls below six (6) due to one or more individuals holding dual Executive roles (as outlined in **clause 8.7(e)**), the number of Appointed Committee Members may be increased to a maximum of four (4), provided the total number of Management Committee Members does not exceed eight (8) if capacity is desired. However, at no time shall the number of Appointed



Committee Members exceed the number of Elected Committee Members holding office.

#### **8.4 Portfolios**

The Management Committee may allocate portfolios to Elected and Appointed Committee Members as described in the Regulations.

#### **8.5 Nominations for Elected Committee Members**

- (a) The Management Committee must call for nominations for Elected Committee Members upon disclosing Notice of the Annual General Meeting.
- (b) The Management Committee may, when it calls for nominations, indicate which portfolios on the Management Committee it wishes to fill, the job descriptions for those portfolios and the qualifications or experience it considers desirable for those portfolios.

#### **8.6 Form of Nominations**

Nominations shall be received by the following means:

- (a) in writing to the President prior to the Annual General Meeting; or
- (b) at the Annual General Meeting as per the Agenda items calling for such motions.

#### **8.7 Elections**

- (a) Upon reaching the relevant Agenda item at the Annual General Meeting, the presiding chairperson will move to vacate all necessary positions, including their own, as outlined in **clause 8.8 and 8.9**; a Returning Officer will then be appointed to call for nominations for the role of President.
- (b) Any nominations shall be deemed elected if they are motioned and seconded, followed by a carried vote of the majority of Voting Members present.
- (c) A vote by secret ballot shall be held for any positions whereby the count of nominations exceeds one (1). Any single nomination for a position as per **clauses 8.7(a) and 8.7(b)** shall install the nominee into that position.
- (d) If at the close of the Annual General Meeting, vacancies on the Management Committee remain unfilled, the vacant position(s) will be deemed casual vacancies under **clause 8.13**. The President may call for nominations to fill vacancies which will then be ratified as per **clause 8.7(b)** at a General Meeting following the Annual General Meeting.

- (e) In the event of insufficient nominations, an Elected Committee Member may hold up to two (2) roles as outlined in **clause 8.3(a)**, provided that one individual may not simultaneously serve as President and either Vice President – Seniors or Vice President – Juniors, or simultaneously as Vice President – Seniors and Vice President – Juniors, and they are elected to each role as per **clause 8.7(b)**. While this flexibility is permitted under exceptional circumstances, it remains strongly preferable that each position on the Management Committee, especially those of Elected Committee Members, be held by a separate individual.
- (f) If a person nominated at the Annual General Meeting is not approved under **clause 8.7(b)**, they will not be entitled to take office until approved by the Voting Members at an Annual General Meeting.

## **8.8 Term of Appointment for Elected Committee Members**

- (a) Elected Committee Members elected under **clause 8** shall be elected for a term outlined in **clause 8.8(a)(i) and 8.8(a)(ii)** below. Subject to provisions in this Constitution relating to early retirement or removal, Elected Committee Members shall remain in office from the conclusion of the Annual General Meeting at which their relevant election occurred until the conclusion of the second Annual General Meeting.
  - (i) 2 years for President, Vice President – Juniors and Registrar & Property Officer, elected in even years.
  - (ii) 2 years for Vice President – Seniors, Secretary and Treasurer, elected in odd years.
- (b) An Elected Committee Member may hold the same role for a maximum of three (3) consecutive terms equalling a maximum of six (6) years, if re-elected after each 2-year term as per process under **clause 8**. If the maximum consecutive term limit is reached for their role, an Elected Committee Member
  - (i) will be required to vacate that role for at least one (1) term before being eligible to be nominated for that role again; but
  - (ii) will be eligible to nominate or be elected for a different Elected Committee Member role.
- (c) Following the adoption of this Constitution, no person who has served as an Elected Committee Member or Appointed Committee Member for a consecutive period of ten (10) years shall be eligible for election as a Committee Member until the next Annual General Meeting following the date of conclusion of their last term as a Committee Member.

- (d) If the law requires the Elected Committee Member to have a particular qualification or clearance (for example, police clearance), the Elected Committee Member's term will not begin until the qualification or clearance has been established.

#### **8.9 Appointment of Appointed Committee Members**

- (a) The Elected Committee Members may appoint up to two (2) Appointed Committee Members, at their sole discretion under **clause 8.3(b)**. In exceptional circumstances, **clause 8.2(b)(i)** may be applied.
- (b) If the law requires the Appointed Committee Member to have a particular qualification or clearance (for example, police clearance), the Elected Committee Member's term will not begin until the qualification or clearance has been established.

#### **8.10 Qualifications for Appointed Committee Members**

In appointing Appointed Committee Members, the Elected Committee Members should have regard to which personal and professional skills, diversity (including, but not limited to gender, ethnicity and age) and experience the Elected Committee Members believe will complement the Management Committee composition.

#### **8.11 Term of Appointment**

The term of office of each Appointed Committee Member must be fixed by the Elected Committee Members at the time of the Appointed Committee Member's appointment but it cannot exceed one (1) year.

#### **8.12 Chairperson**

The President will reside as Chairperson and shall be the nominal head of the Club and will act as chair of any Management Committee meeting at which they are present. If the chairperson is not present or is unwilling or unable to preside at a Management Committee meeting, the remaining Elected and Appointed Committee Members shall appoint another to preside as chair for that meeting only.

#### **8.13 Casual Vacancies**

Casual vacancies will be dealt with as per **clauses 8.7(d) and 8.7(e)**.

#### **8.14 Duties of Management Committee Members**

In accordance with Division 3A of the Act, Committee Members must:

- (a) not, in the exercise of their powers or the discharge of their duties, commit an act with intent to deceive or defraud the Club, Members or creditors of the Club or creditors of any other person or for any fraudulent purpose;
- (b) not make improper use of information acquired by virtue of their position in the Club so as to gain, directly or indirectly, any pecuniary benefit or material advantage themselves or any other person, or so as to cause a detriment to the Club;
- (c) not make improper use of their position as such an officer or employee so as to gain, directly or indirectly, any pecuniary benefit or material advantage for themselves any other person, or so as to cause a detriment to the Club; and
- (d) at all times act with reasonable care and diligence in the exercise of their powers and the discharge of the duties of their office.

#### **8.15 Grounds for Termination of Management Committee Members**

- (e) The office of an Elected or Appointed Committee Member becomes vacant if the Elected or Appointed Committee Member:
  - (i) dies;
  - (ii) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
  - (iii) suffers from mental or physical incapacity;
  - (iv) cannot obtain or retain office under section 30 of the Act;
  - (v) resigns his or her office by notice in writing to the Club;
  - (vi) is absent without apology to or the consent of the Management Committee from three (3) consecutive Meetings of the Management Committee held during a period of six (6) months;
  - (vii) holds any office of employment with the Club;
  - (viii) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of his or her interest (and which amounts to a conflict of interest);
  - (ix) in the case of an Appointed Committee Member, is removed from office by the Elected Committee Members;
  - (x) is removed by the Voting Members in a Special General Meeting;

- (xi) is removed by majority vote of the Management Committee after being found to be repeatedly in breach of the Regulations or policies pertaining to codes of conduct relevant to their position on the Management Committee (subject to formal warnings being communicated, **clause 6** and a right to appeal process); or
  - (xii) would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth)*.
- (f) If an Elected or Appointed Committee Member is removed by resolution of the remaining Management Committee, they cannot be reappointed to the Management Committee as an Appointed Committee Member without a further resolution of Voting Members authorising the appointment.

#### **8.16 Management Committee May Act**

If there are any vacancies on the Management Committee, the remaining Elected and Appointed Committee Members may act but, if the number of those remaining on the Management Committee 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 Elected and Appointed Committee Members to a number sufficient to constitute a quorum.

#### **8.17 Management Committee to Meet**

- (a) The Management Committee must meet as often as it considers necessary in every calendar year for the dispatch of business (and must meet at least as often as is required under the Act) and in accordance with principles of good governance. Subject to this Constitution, the Management Committee may adjourn and otherwise regulate its meetings as it thinks fit.
- (b) Any Elected or Appointed Committee Member may at any time convene a meeting of the Management Committee on reasonable notice to the other Committee Members.

#### **8.18 Decisions of the Management Committee**

- (a) Subject to this Constitution, questions arising at any meeting of the Management Committee may be decided by resolution of the Committee Members. Each Committee Member has one (1) vote on any question.
  - (i) As per **clause 8.7(e)**, any person who holds more than one (1) role on the Management Committee shall still only have the power of one (1) vote.

- (b) The chairperson has a casting vote to be exercised only in a locked vote.

#### **8.19 Circulatory Resolutions**

- (a) A resolution in writing, signed or assented to by email, facsimile or other form of visible or other electronic communication by all the Elected and Appointed 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 the Management Committee duly convened and held. Any such resolution may consist of several documents in like form each signed or assented by one (1) or more of the Committee Members.
- (b) A resolution may not be passed under **clause 8.19(a)** if, before it is circulated for voting under **clause 8.19(a)** the Management Committee resolves that it can only be put at a meeting of the Management Committee.
- (c) A resolution passed under this clause must be recorded in the minute book.

#### **8.20 Resolutions not in Meeting**

- (a) Without limiting the power of the Management Committee to regulate its meetings as it thinks fit, and subject to **clause 8.21**, a meeting of the Management Committee may be held where one or more of the Committee Members 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 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;
  - (iii) if a failure in communications prevents **clause 8.20(a)(i)** from being satisfied by the number of Committee Members which constitutes a quorum (**clause 8.21**), and none of such Committee Members 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 8.20(a)(i)** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned; and

- (iv) any meeting held where one or more of the Committee Members is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a Committee Member is there in person. If no Committee Member is there in person, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

#### **8.21 Quorum**

- (a) At Meetings of the Management Committee the number of Committee Members whose presence is required to constitute a quorum is:
  - (i) if the number of Committee Members then in office is an even number, half of this number plus one; or
  - (ii) if the number of Committee Members then in office is an odd number, half of this number rounded up to the next whole number.
- (b) The chairperson of the Club will act as chairperson of any Management Committee meeting or Meeting at which he or she is present and unless the Management Committee decides otherwise, is the nominal head of the Club. If the chairperson is not present or is unwilling or unable to preside at a Management Committee meeting, the remaining Committee Members must appoint another to preside as chair for that meeting only.

#### **8.22 Conflict of Interest**

- (a) The Committee Members must comply with sections 31 and 32 of the Act regarding disclosure of interests and voting on contracts in which a Committee Member has an interest.
- (b) A Committee Member shall declare his or her interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise and shall, unless otherwise determined by the Management 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.
- (c) In the event of any uncertainty as to whether it is necessary for a Committee Member to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the

Management Committee. If this is not possible, the matter shall be adjourned or deferred.

#### **8.23 Disclosure of Interests**

- (a) The nature of the interest of a Committee Member must be declared at the meeting of the Management Committee at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be revealed to the Management Committee at the next meeting of the Management Committee. If a 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 Committee Member becomes interested.
- (b) All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.

#### **8.24 General Disclosure**

A general notice stating that a Committee Member is a member of, or associated with, any entity and that he or she is 'interested' in all transactions with that entity is sufficient declaration under **clause 8.23**. After the distribution of the general notice, it is not necessary for the Committee Member to give a special notice regarding any particular transaction with that firm or company.

#### **8.25 Recording Disclosures**

Any declaration made, any disclosure or any general notice given by a Committee Member in accordance with **clauses 8.22, 8.23 and/or 8.24** must be recorded in the minutes of the relevant Meeting.

#### **8.26 Delegations**

##### **(a) Management Committee May Delegate Functions**

The Management Committee may, by instrument in writing, create or establish or appoint special committees (commonly referred to as sub-committees), individual coordinators and/or consultants to carry out such duties and functions. The Management Committee will also determine what structure and/or powers these entities are given and will be recorded in minutes of the Meeting in which the resolution(s) were made.

- (i) Any sub-committees, individual coordinators and/or consultants will be detailed in the Regulations of the Club.
- (ii) This includes the appointment of coaches and captains.



**(b) Delegation by Instrument**

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

- (i) this power of delegation; and
- (ii) a function imposed on the Management Committee or the Executive Officer by the Act or any other law, or this Constitution or by resolution of the Club in a Meeting.

**(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. The entity exercising delegated powers shall make decisions in accordance with the Objects. It shall promptly provide the Management Committee with details of all material decisions and shall provide any other reports, minutes and information as the Management Committee may require from time to time.

**(e) 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. These may be specified in the delegation.

**(f) Revocation of Delegation**

By instrument in writing, the Management Committee may at any time revoke wholly or in part any delegation made under this clause and it may amend or repeal any decision made by such body or person under this clause.

**8.27 Seal**

- (a) The Club will have a Seal on which its corporate name appears in legible characters.
- (b) The Seal may not be used without the express authorisation of the Management Committee and every use of the Seal must be recorded in

the minutes of the Club. The affixing of the Seal must be witnessed by two (2) Elected Committee Members.

#### **8.28 Appointment of Public Officer**

The Club will appoint a Public Officer as per **clause 8.26** for the purpose of administering and managing the Club in accordance with the Act and the Constitution.

- (a) If a designated Public Officer is not appointed, the Elected Committee Member holding the role of Secretary will assume responsibility as Public Officer.

## **9. RECORDS AND ACCOUNTS**

### **9.1 Accounts to be Kept and Distributed**

- (a) The Club must keep such accounting records as correctly record and explain the transactions and financial position of the Club.
- (b) The Committee Members will cause proper accounting and other records and/or reports to be audited and distributed in accordance with Division 2 of the Act, including all documents required to be distributed to the entitled Members for the purpose of the Annual General Meeting.
- (c) The Club must lodge with the Consumer and Business Services such periodic returns, containing accounts and other information relevant to the affairs of the Club, as the Act and associated regulations (Associations Incorporation Regulations 2008) may require.

### **9.2 Transaction Accounts**

- (d) The Club shall open and keep at least one transaction account as the Management Committee may from time to time determine, and all monies belonging to the Club shall, as soon as practicable after the same shall be received, be paid and deposited to the credit of those account(s) of the Club.
- (e) No withdrawal shall be made from, and no cheques shall be drawn on, any transaction account in the name of the Club unless the withdrawal form, cheques or electronic transfer is signed or password-activated, as appropriate, by any two (2) of the persons appointed by the Management Committee for such purposes. All extraordinary and capital expenditure must be unequivocally ratified by the Management Committee.

### 9.3 Auditor

Until the Club realistically threatens to become a 'prescribed association' as described by section 3 of the Act, where the gross receipts threshold level at which an association is identified as a prescribed association is \$500,000 per annum, the Club is not legally required in South Australia to arrange for an auditor to assess the Club's financials annually, nor is the Management Committee required to lay this auditors report before the Voting Members at the Annual General Meeting. The Club shall still prepare and make available to the Voting Members an annual financial report comprising of an annual profit and loss statement, a balance sheet, a statement of cash flows and reports from relevant Committee Members. If an auditor is required should the Club meet the definition of a prescribed association, the following process will take effect:

- (a) A properly qualified auditor or auditors shall be appointed by the Management Committee and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Act.
- (b) The following people may not be appointed as an auditor:
  - (i) an officer of the Club, including a Committee Member (and any partners, employers or employees of officers); or
- (c) The auditor may be removed by the Management Committee.
- (d) The auditor has a right of access at all reasonable times to the accounting records and other records of the Club and is entitled to require from any officer of the Club such information and explanations as he or she desires for the purpose of an audit.
- (e) The auditor must provide the Management Committee with reports that comply with the Act with sufficient time for the Management Committee to lay such material before the Members as and when required (including for the Annual General Meeting).
- (f) The reasonable fees and expenses of the auditor are payable by the Club.

### 9.4 Application of Income

- (a) The income and property of the Club shall be applied solely towards the promotion of the Objects.
- (b) Except as prescribed in this Constitution or the Act and **clause 9.5**:
  - (i) no portion of the income or property of the Club shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member; and
  - (ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.

- (c) Nothing in **clauses 9.4(a) or 9.4(b)** shall prevent payment to any Member for:
- (i) any services actually rendered to the Club whether as an employee, Committee Member or otherwise; or
  - (ii) goods supplied to the Club in the ordinary and usual course of operation;
  - (iii) interest on money borrowed from any Member;
  - (iv) rent for premises demised or let by any Member to the Club; or
  - (v) any out-of-pocket expenses incurred by the Member on behalf of the Club,

provided that any such payments shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction and there is no conflict of interest in making the payment.

#### **9.5 Honoraria**

Such honoraria shall be given or paid as it is determined and approved by majority vote at a Meeting of the Management Committee from time to time, whereby the recipient(s) have contributed to advancing the Objects of the Club.

## **10. ADMINISTRATION**

### **10.1 Winding Up**

The Club may be wound up in a manner provided for in the Act.

- (a) If by Special Resolution, the Club may only be wound up by a unanimous decision of Voting Members present at a Special General Meeting.

### **10.2 Distribution of Assets and Property on Winding Up**

- (a) If upon winding up or dissolution of the Club, there remains, after satisfaction of all its debts and liabilities, any assets or property, the same shall not be paid to or distributed to its Members, but instead, those assets or property must be given or transferred to another organisation(s) that has objects similar to the Objects of the Club.
- (b) Those organisation(s) must prohibit the distribution of income and property among its members to an extent at least as great as that imposed on the Club by this Constitution.

- (c) The organisation(s) is to be determined by the Voting Members in a Meeting at or before the time of dissolution. If this does not occur, the decision will be made by a judge of the Supreme Court of South Australia or other court as may have or acquire jurisdiction in the matter.

### **10.3 Amendment of Constitution**

This Constitution shall not be amended except by Special Resolution as per the Act.

### **10.4 Regulations**

#### **(a) Management Committee to Formulate Regulations (By-Laws)**

The Management Committee may formulate, issue, adopt, interpret and amend such Regulations (commonly referred to as By-Laws) for the proper advancement, management and administration of the Club and the advancement of the purposes of the Club and the Sport in South Australia as it thinks necessary or desirable. Such regulations must be consistent with the Constitution, the constitutions of the RSO, SSO or NSO (and any regulations made by them) and any policy directives of the Management 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 in force at the date of the approval of this Constitution (as long 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.

#### **(d) 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 matters in the bulletins are binding on all Members.

### **10.5 Notice**

- (a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice. Notices will be sent by email, other digital means or where necessary, pre-paid post to the Voting Member's registered, relevant address and/or phone number. Notices to Delegates will be sent to the last notified address, email or post.

- (b) 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 six (6) days after posting.
- (c) Where a notice is sent by other digital means, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the message was sent to/or received at the digital address (including a phone number or other messaging service) to which it was sent.
- (d) Where a notice is sent by email, service of the notice shall be deemed to be effected the next business day after it was sent.
- (e) Notices given to the Club are subject to **clauses 10.5(a), (b), (c) and (d)**.

#### **10.6 Club Patrons**

At an Annual General Meeting or Special General Meeting, the Club, on the recommendation of the Management Committee, may annually appoint a chief patron and/or the number of patrons, as it considers necessary. This is subject to approval of that person or persons.

#### **10.7 Indemnity**

- (a) The Committee Members of the Club shall be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as Director in defending any proceedings, whether civil or criminal.
- (b) The Club shall indemnify its Committee Members against all damages and losses (including legal costs) for which any such Committee Member(s) may be or become liable to any third party in consequence of any act or omission except wilful misconduct performed or made while acting on behalf of and with the authority, express or implied, of the Club.

#### **10.8 Authority to Trade**

The Club is authorised to trade in accordance with the Act.

#### **10.9 Colours of the Club**

The primary colours of the Club are **Dark Blue** and **Gold**. A secondary colour of the Club is **Dark Green**. Exact colour codes are to be defined in the Regulations.

## **10.10 Transitional Provisions**

### **(a) Continuing Membership**

Each Member that is a Member of the Club on the day on which this Constitution is adopted will automatically be admitted to membership as a Member.

### **(b) Committee Members**

For the purpose of determining when the term ends for each Committee Member in office on the day on which this Constitution is adopted, time served in the Committee Member's current term will be counted as if this Constitution had been in place at the commencement of that term.

### **(c) Regulations deemed applicable**

All rules, by-laws, policies and Regulations of the Club in force at the date of the adoption of this Constitution are to be deemed to be Regulations and continue to apply unless they are inconsistent with, or have been replaced by this Constitution.

## **10.11 Status and Compliance of Club**

### **(a) Recognition of Club**

The Club is a member of the RSO and is recognised by the RSO and SSO as the entity responsible for the delivery of the Sport in the Local Area. Subject to compliance with this Constitution and the constitutions of the RSO and SSO, the Club shall continue to be so recognised, and it shall administer the Sport in the Local Area in accordance with the Objects.

### **(b) Constitution of the Club**

This Constitution will clearly reflect the objects of the RSO, SSO and NSO and will conform to the constitution of the RSO, SSO and NSO, subject always to the Act.

### **(c) Operation of the RSO and/or SSO Constitution**

- (i)** The Club will take all reasonable steps to ensure this Constitution conforms to the constitution of the RSO and SSO, subject always to the Act; and
- (ii)** The Club shall provide a copy of this Constitution and all amendments to this Constitution to the RSO and SSO as required. The Club acknowledges and agrees that the RSO and SSO has power to veto any provision in its Constitution which, in the opinion of the RSO and SSO and acting reasonably, is contrary to the Objects of the RSO and SSO.

**10.12 Affiliation with the South Australian Cricket Association**

- (a) The Club adopts the Australian Cricket Safeguarding Children and Young People Framework and any future amendments.
- (b) The Club adopts the South Australian Cricket Association Policy for Safeguarding Children and Young People and any future amendments.
- (c) The Club adopts the South Australian Cricket Association Affiliated Clubs and Associations Affiliate Protection Policy and will ensure affiliation documentation and/or other requirements are met annually as required.

***END OF DOCUMENT***