

# CONSTITUTION

## SOUTH AUSTRALIAN CRICKET ASSOCIATION LIMITED (ACN 623 135 393)

A COMPANY LIMITED BY GUARANTEE

ADOPTED WITH EFFECT FROM 13 JUNE 2018

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# SACA's commitment to the Spirit of Cricket

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SACA is committed to upholding and promoting the spirit of the game of cricket.

## SACA's Purpose

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### 1 What is the purpose of SACA

#### 1.1 Purpose

The purpose of SACA is to promote, develop and encourage the game of cricket in South Australia.

#### 1.2 Pursuit of purpose

In pursuing its purpose (but without limiting its purpose in any way), SACA may do all of the things set out in paragraphs (a) to (e).

- (a) **(Control and management)** SACA may control, manage and promote:
  - (i) cricket matches played between the Clubs, representative matches involving player members of those Clubs, interstate and first class matches and other matches conducted under the auspices of SACA; and
  - (ii) cricket matches played at Adelaide Oval and any grounds that SACA has a right to use.
- (b) **(Adelaide Oval and other grounds)** SACA may participate in:
  - (i) the control, management, improvement, promotion, maintenance and maximisation of the use of Adelaide Oval and any grounds that SACA has a right to use; and
  - (ii) the promotion and conduct of sports, recreation, entertainment, amusements or other events (other than cricket) held at Adelaide Oval or any other grounds or areas that SACA or any body, entity or enterprise described in clause 1.2(d) has or acquires a right to use and any areas or facilities reasonably proximate to Adelaide Oval or such other grounds or areas.
- (c) **(Cricket Australia)** SACA may continue its affiliation with Cricket Australia and with such other body or bodies as may be thought fit and to support the objects, functions and undertakings of Cricket Australia.
- (d) **(Other arrangements and activities)** SACA may:
  - (i) enter into reciprocal, commercial or other working arrangements with any body, entity or enterprise which performs one or more of the objects or purposes set out in clauses 1.1 and 1.2 or has objects not incompatible with those of SACA or whose objects or activities shall in any manner advance either directly or indirectly the interests of SACA, the Members or SACA's ability to pursue its purpose;
  - (ii) establish, promote, concur or assist in establishing, or promoting any other corporation, trust, joint venture or other entity having objectives not incompatible with those of SACA or which performs or promotes one or

more of the objects or purposes set out in clauses 1.1 and 1.2 or whose objects or activities shall in any manner advance either directly or indirectly the interests of SACA, the Members or SACA's ability to pursue its purpose, and to conduct and carry on any such corporation, trust, joint venture or other entity and to take or otherwise acquire and hold shares, securities, units or any other interest in, and to guarantee payment of any obligations of, any such corporation, trust, joint venture or other entity; or

(iii) conduct such other business, undertaking or enterprise which the Board considers to advance either directly or indirectly the interests of SACA, the Members or SACA's ability to pursue its purpose.

(e) **(General)** SACA may:

- (i) accept any gift, loan or bequest of any real or personal property and apply that property to pursue and implement SACA's purpose;
- (ii) do anything else permitted by the law to pursue and implement SACA's purpose; and
- (iii) do anything incidental or conducive to its purpose, or to the pursuit of its purpose.

### **1.3 General powers under Act**

SACA may exercise, in any manner permitted by the Act, any power which a public company limited by guarantee may exercise under the Act in order to achieve, or that is incidental or conducive to, its purpose, or to the pursuit of its purpose.

## **Membership of SACA**

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### **2 Becoming a Member**

#### **2.1 *How to become a Member***

A person may become a Member if:

- (a) they have agreed to become a Member in a Membership Class; and
- (b) they have satisfied the conditions of Membership in that Membership Class as the Board may from time to time decide.

#### **2.2 *When a person becomes a Member***

A person becomes a Member once their name is entered in the Register.

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### **3 Classes of Members**

#### **3.1 *Classes***

Membership of SACA shall fall into the following classes:

- (a) Full Members;
- (b) Country Members;
- (c) Life Members;
- (d) Honorary Life Members;
- (e) Tenured Members;
- (f) Honorary – Services Rendered Members;
- (g) Junior Members;
- (h) Premier Cricket Committee Members; and
- (i) such additional classes of Membership as the Board may from time to time establish.

#### **3.2 *Eligibility criteria***

The Board may determine from time to time any criteria or qualifications for a class or classes of Membership that a person must meet in order to become and remain a Member.

#### **3.3 *Applications and fees***

The Board may determine from time to time:

- (a) requirements relating to applications for admission to Membership; and
- (b) Membership Fees and subscriptions payable in respect of each class of Membership.

#### **3.4 *Membership numbers***

The Board may from time to time:

- (a) determine the maximum number of persons that may be admitted as a Member or class of Member; or



- (b) determine procedures relating to waiting lists for any class of Membership.

### **3.5 *Members shall belong to one class***

A Member may belong to only one class of Members, except a Premier Cricket Committee Member who may also belong to another class of Members.

### **3.6 *Priority***

The Board may, in its absolute discretion, give priority for admission to any application for Membership made by a person on any ground which it deems just and equitable.

### **3.7 *Rejected application***

- (a) The Board may reject a person's application for Membership.
- (b) Any applicant whose membership application is rejected by the Board may appeal, for election, to the AGM next following the date of such rejection. Written notice of such intention to appeal must be lodged by the rejected applicant with the Chief Executive Officer no later than the first day of the month preceding the month in which the AGM is to be held. If the applicant is not elected a Member of SACA by a special resolution of the Members present (in person or by proxy) and voting, that person's Membership application will fail.

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## **4 *Rights and obligations of a Member***

### **4.1 *Rights of a Member***

- (a) Subject to clause 4.2, a Member, upon payment of their annual Membership Fee is entitled:
  - (i) to admission:
    - (A) to all parts of the Adelaide Oval during the conduct of cricket matches played under the auspices of SACA or Cricket Australia and during the conduct of Australian Rules football matches in the South Australian football competition played under any agreement between SACA and the SANFL, in each case subject to any Adelaide Oval safety or security limitations or requirements and excluding any public or hospitality ticketed areas, media facilities or other restrictions determined by the Board or AOSMA; and
    - (B) otherwise to such parts of Adelaide Oval, and at such times as the Board determines from time to time;
  - (ii) to the rights, benefits and privileges described in this Constitution; and
  - (iii) to such other rights, benefits and privileges as the Board may determine from time to time for that class of Member.
- (b) Subject to clauses 4.1(a) and 4.2 and unless otherwise determined by the Board, the rights, benefits and privileges of Members and each Membership Class shall be determined annually and only have effect in relation to each separate Membership Year.

### **4.2 *Voting Members***

- (a) Only Members who are a:

- (i) Full Member;
- (ii) Country Member;
- (iii) Life Member;
- (iv) Honorary Life Member;
- (v) Tenured Member;
- (vi) Honorary – Services Rendered Member;
- (vii) Premier Cricket Committee Member; or
- (viii) such other class as is determined by the Board,

are entitled to receive notices of, attend and vote at meetings of SACA.

- (b) Without limiting clause 4.1 and any right of recovery for unpaid Membership Fees, if a Member has not paid any Membership Fees by the due date notified to Members or such later date as is determined by the Board, all rights attaching to that Member's Membership are automatically suspended until the outstanding Membership Fee is paid in full.
- (c) Where a person belongs to more than one class of Membership, they may only exercise one vote.

#### **4.3 Reciprocal arrangements**

The Board may cause SACA to enter into reciprocal arrangements with the controlling authorities of cricket grounds in other states of Australia and elsewhere which will provide for Members having rights of entrance to the grounds of such authorities and the members of such ground authorities having access to Adelaide Oval on such terms and conditions as may be mutually agreed.

#### **4.4 Obligations of a Member**

Members and classes of Members will have such obligations and be subject to such terms and conditions as the Board may determine from time to time for that class of Member.

#### **4.5 Member's contributions if SACA is wound up**

A Member undertakes to contribute up to \$0.10 to the property of SACA if SACA is being wound up while they are a Member or at any time before one year after they cease to be a Member. Their contribution is to be used:

- (a) to pay the debts and liabilities of SACA contracted before they cease to be a Member;
- (b) to pay the costs, charges and expenses of winding up; and
- (c) to meet any other requirements set out in the Act.

#### **4.6 Not transferable**

Membership is not transferable.

#### **4.7 Membership administration**

The Board may from time to time make rules (including by way of By-law or Regulation) concerning the administration of Membership generally, including:

- (a) the admission of persons as Members;

- (b) the lapse of Membership;
  - (c) continuity or renewal of Membership;
  - (d) refunds of Membership Fees; and
  - (e) provision of services to Members.
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## **5 Ceasing to be a Member**

### **5.1 Resignation**

At any time, a person may resign as a Member by writing to SACA. The resignation is effective on the later of when SACA receives it and the time set out in the resignation.

### **5.2 Suspension or cancellation of Membership by the Board**

- (a) The Board may suspend or cancel a Membership and, if cancelled, remove the Member's name from the Register for that Membership if:
  - (i) the Member is in breach of this Constitution or any By-laws or Regulations made under this Constitution;
  - (ii) the Member has failed to pay any Membership Fees or other amounts owing to SACA by the time required by any By-laws or Regulations made under this Constitution;
  - (iii) the Member has infringed any Act of Parliament or any by-law or regulation made under an Act of Parliament in using Adelaide Oval or any grounds used or controlled by SACA; or
  - (iv) the Member's conduct is, in the opinion of the Board, prejudicial to the interests or reputation of SACA.
- (b) The Board may from time to time make rules (including by way of By-law or Regulation) concerning the administration of Membership suspensions and cancellations and associated procedures.

### **5.3 Company to notify Member and record cancellation**

Promptly after a Membership is cancelled, SACA:

- (a) must notify the relevant Member of the cancellation; and
- (b) must record the cancellation and its date in the Register.

### **5.4 Other reasons for ceasing to be a Member**

- (a) If a Member dies, then their Membership automatically ceases on that date.
- (b) If a Premier Cricket Committee Member ceases to be a member of the Premier Cricket Committee, then their Membership in the class of Premier Cricket Committee Member automatically ceases on that date.

### **5.5 Consequences of ceasing to be a Member**

- (a) If a person ceases to be a Member, then:
  - (i) they cease to be entitled to the rights, benefits and privileges of Membership unless the Board determines otherwise; and
  - (ii) they continue to be liable for:

- (A) all Membership Fees and other amounts they owe to SACA which are due and unpaid when they cease to be a Member; and
- (B) amounts which they are, or may become, liable to pay SACA under clause 4.5,

but they otherwise cease to have any obligations as a Member.

- (b) **(No refunds)** If a person ceases to be a Member before the end of a term that they have paid their Membership Fees for, the Member is not entitled to any refund of those fees.

## **5.6 Reinstatement**

The Board may reinstate a suspended or cancelled Membership on any terms and at any time as the Board determines.

## **Clubs**

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### **6 Clubs**

#### **6.1 Current Clubs**

Subject to clause 6.2, the following are the Clubs:

- (a) Adelaide Cricket Club Inc;
- (b) Adelaide University Cricket Club Inc;
- (c) East Torrens District Cricket Club Inc;
- (d) Glenelg District Cricket Club Inc;
- (e) Kensington District Cricket Club Inc;
- (f) Northern Districts Cricket Club Inc;
- (g) Port Adelaide Cricket Club Inc;
- (h) Prospect District Cricket Club Inc;
- (i) Southern District Cricket Club Inc;
- (j) Sturt District Cricket Club Inc;
- (k) Tea Tree Gully District Cricket Club Inc;
- (l) West Torrens District Cricket Club Inc; and
- (m) Woodville District Cricket Club Inc.

#### **6.2 Admission and exclusion**

- (a) A Club may be admitted to or excluded from SACA upon special resolutions passed by each of the Premier Cricket Committee and the Board.
- (b) On the recommendation of the Premier Cricket Committee, subject to the approval of the Board, any two or more of the Clubs may merge with such financial or other incentives and on such other terms and conditions as shall be determined from time to time by the Board.

#### **6.3 Status of Clubs**

The Clubs are not Members and as such have no rights or obligations pursuant to this Constitution.

## Conduct of Members' Meetings and Other Matters

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### 7 General meetings

#### 7.1 Annual General Meetings

- (a) SACA must hold its AGM on a date nominated by the Board and in accordance with the Act.
- (b) The business of an AGM is:
  - (i) to receive reports on the activities of SACA during the previous financial year;
  - (ii) to receive SACA's financial statements, the Directors' statement and report, and the auditor's report on the financial statements;
  - (iii) to declare the elected Members Elected Directors to the Board;
  - (iv) to deal with any other matter of which notice has been duly given; and
  - (v) to transact any other business which under this Constitution or the Act ought to be transacted at an AGM.

#### 7.2 Calling general meetings

- (a) The Board, or the President, may call a general meeting whenever they think fit.
- (b) The Board must call and arrange to hold a general meeting on the request of at least 200 Voting Members. Any such request must be in writing, state any resolution to be proposed at the meeting and be signed by the Members making the request.

#### 7.3 Notice of general meetings

- (a) **(Notice required)** SACA must give a notice of a general meeting:
  - (i) to each Voting Member; and
  - (ii) in accordance with the Act.
- (b) **(Notice to be displayed on website and at Office)**
  - (i) SACA must publish the notice of a general meeting on its website at least 21 days before the meeting. If a Member does not provide an email address to SACA for the purposes of receiving notices, the Member will be deemed to have notice of any general meeting at the date and time SACA publishes the notice on its website.
  - (ii) The objects of any general meeting, including the subject matter of any resolutions sought to be passed, shall be displayed in the Office at least 21 days before the meeting, and shall be open to the inspection of all Members during that period.
- (c) **(Advertisement in South Australian newspaper)** Unless the Voting Members resolve otherwise, SACA must advertise the time and place of any general meeting by advertisements appearing at least twice in one of the newspapers of state-wide circulation in South Australia with the last advertisement to be circulated at least 21 days before the date of the meeting.
- (d) **(Content of notice)** A notice of a general meeting must:

- (i) set out the place, date and time for the meeting – and if the meeting is to be held in two or more places, the technology that is to be used to facilitate this;
  - (ii) state the general nature of the meeting's business;
  - (iii) if a special resolution is to be proposed at the meeting, set out an intention to propose the special resolution and state the resolution;
  - (iv) contain a statement setting out the following information:
    - (A) that a Member who is entitled to attend and cast a vote at the meeting has a right to appoint a proxy; and
    - (B) that the proxy need not be a Member; and
  - (v) set out any other matters required by the Act.
- (e) **(Attendance waives certain rights)** A person's attendance at a general meeting waives any objection that person may have to a failure to give notice, or the giving of a defective notice, of the meeting - unless the person at the beginning of the meeting objects to the holding of the meeting.

#### **7.4 Cancellation, postponement and change of venue of general meetings**

- (a) **(Who can cancel)** General meetings (including postponed or adjourned general meetings) may be cancelled or postponed (as the law allows) by the persons set out in paragraphs (i) to (vi).
- (i) A general meeting called by the Board, other than a general meeting called under clause 7.2(b) or section 249D of the Act, may be cancelled or postponed by the Board as it thinks fit.
  - (ii) A general meeting called by the President may be cancelled or postponed by the President as the President thinks fit.
  - (iii) A general meeting called by the Board under clause 7.2(b) may only be cancelled or postponed by the Board if SACA receives either a request to do so, or a consent to it doing so, which has been signed by 75% of the Members who signed the request to call the meeting.
  - (iv) A general meeting called by the Board under section 249D of the Act may only be cancelled or postponed by the Board if SACA receives either a request to do so, or a consent to it doing so, which has been signed by all of the Members who signed the request to call the meeting.
  - (v) A general meeting called by the Members under section 249E of the Act may only be cancelled or postponed by all of the Members who called the general meeting.
  - (vi) A general meeting called by the Members under section 249F of the Act may only be cancelled or postponed by all of the Members who called the general meeting.
- (b) **(Who can change the venue)** The venue for general meetings (including postponed or adjourned general meetings) may be changed (as the law allows) as follows:
- (i) the venue for any general meeting called by the Board or the President (including a general meeting called under section 249D of the Act) may be changed by the Board; and

- (ii) the venue for any general meeting called by the Members under section 249E or 249F of the Act may be changed by all of the Members who called the general meeting.
- (c) **(Who the notice must be given to)** A notice cancelling, postponing or changing the venue for a general meeting must be given to each Voting Member and to every other person entitled to be given notice of that meeting under the Act.
- (d) **(Timing of notice)** A notice cancelling, postponing or changing the venue for a general meeting must be given at least 5 days before the time at which the general meeting was to be held.
- (e) **(Content of notice)** A notice:
  - (i) cancelling a general meeting must state the reason for the cancellation; and
  - (ii) postponing or changing the venue for a general meeting must state:
    - (A) the reason for the postponement or change of venue; and
    - (B) the date, time and place of the general meeting or the postponed general meeting (as the case may be).
- (f) **(Costs of cancelling, postponing or changing venue)** Unless the Board decides otherwise:
  - (i) the cost of cancelling or postponing a general meeting under clause 7.4(a)(iii) or 7.4(a)(iv) must be paid for by the Members who signed the request or consent to cancel or postpone that meeting; and
  - (ii) the cost of cancelling, postponing or changing the venue for a general meeting under clause 7.4(a)(v), 7.4(a)(vi) or 7.4(b)(ii) must be paid by the Members who called that meeting.

In any other case, the cost of cancelling, postponing or changing the venue for a general meeting of SACA must be paid for by SACA.

## **8 Proceedings at general meetings**

### **8.1 Admission to general meetings**

The Chair of a general meeting may take any action the Chair considers appropriate for the orderly conduct of the meeting. In exercising this power (without in any way limiting any other powers of the Chair), the Chair may expel or refuse admission to a person who:

- (a) behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
- (b) is not:
  - (i) a Member who is entitled to attend the general meeting, or their proxy or attorney; or
  - (ii) a Director, officer or an auditor of SACA.

### **8.2 Holding a general meeting at two or more places**

- (a) **(Holding meeting at multiple places allowed)** SACA may hold a general meeting at two or more places using any technology which gives the Members as a whole a reasonable opportunity to participate.



- (b) **(Technology requirements)** Subject to clause 8.2(e), the technology used to hold a meeting in two or more places must, as a minimum, allow:
  - (i) every Member attending the meeting to hear each person who addresses the meeting;
  - (ii) every person who addresses the meeting to simultaneously be heard by each of the Members attending the meeting; and
  - (iii) the Chair to be aware of the proceedings in the other places at which the Chair is not present.
- (c) **(Quorum for meeting held at multiple places)** At a meeting held in two or more places using technology, a quorum is taken to be present if the minimum number of Members required to form a quorum specified in clause 8.3 is present in aggregate in all of the places at which the meeting is held.
- (d) **(Official venue)** A meeting held in two or more places using technology is taken to be held at the place at which the Chair is present.
- (e) **(Handling technical difficulties)** If, either before or during the meeting, any technical difficulty causes one or more of the matters set out in clause 8.2(b) to be not satisfied;
  - (i) the Chair may:
    - (A) adjourn the meeting until the difficulty is remedied; or
    - (B) continue to hold the meeting and transact business in the place where the Chair is present (and any other place which is linked under clauses 8.2(a) and 8.2(b)); and
  - (ii) no Member may object to the meeting being adjourned, being held or continuing.

### **8.3 Quorum at general meetings**

A quorum must be present when business starts to be transacted at any general meeting. For all general meetings, a quorum is 30 Voting Members. They may be present in person or by proxy or attorney. A person who is attending both as a Member and as a proxy or attorney for another Member is counted for each capacity or appointment for determining whether a quorum is present.

### **8.4 General meeting adjourned if no quorum**

- (a) If within 30 minutes after the time appointed for a general meeting to start, a quorum is not present, then the meeting is to stand adjourned to such day (being within 10 Business Days), time and place as the Chair shall announce at the meeting.
- (b) If at an adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting to start, the Voting Members present in person or by proxy or attorney (being not less than 15), shall constitute a quorum and may transact the business for which the meeting was called. No notice of such adjourned meeting needs to be given to the Voting Members. If less than 15 Voting Members are present at the adjourned meeting then the meeting is to be dissolved.

## 8.5 *Chair of general meetings*

- (a) The Board shall appoint a Director to preside as Chair at every general meeting and meeting of Directors. That Director is entitled to preside as Chair at every general meeting.
- (b) The Board may appoint a Deputy Chair to preside as Chair at every general meeting and meeting of Directors at which the Chair is absent or unable or unwilling to act as Chair.
- (c) The Board may appoint a Director to preside as Chair at a specific general meeting at which neither the Chair nor the Deputy Chair (if one has been appointed) will be present or willing to act as Chair (**Stand-in Chair**).
- (d) If:
  - (i) the Board has not appointed a Director to act as Chair, Deputy Chair or Stand-in Chair;
  - (ii) neither the Chair nor the Deputy Chair nor the Stand-in Chair is present within 15 minutes after the time appointed for the meeting to start; or
  - (iii) neither the Chair nor the Deputy Chair nor the Stand-in Chair is willing to act as Chair,

then the Members present in person or by proxy or attorney must choose a Member present (in person or by proxy or attorney) to be Chair.

## 8.6 *Powers of the Chair*

- (a) The Chair has the powers in paragraphs (i) to (vii).
  - (i) (**Conduct**) The Chair is responsible for the general conduct of the meeting and for the procedures to be adopted at the meeting.
  - (ii) (**Procedure**) The Chair may require the adoption of any procedure which is, in the Chair's opinion, necessary or desirable for:
    - (A) proper and orderly debate or discussion - including limiting the time that a person present may speak on a motion or other item of business before the meeting; and
    - (B) the proper and orderly casting or recording of votes at the meeting - whether on a show of hands or on a poll.
  - (iii) (**Terminate discussion**) The Chair may, subject to the Act, terminate discussion or debate on any matter whenever the Chair considers it necessary or desirable to do so for the proper conduct of the meeting.
  - (iv) (**Refuse discussion**) The Chair may refuse to allow debate or discussion on any matter which is not within the business stated in the notice of meeting or clause 7.1(b).
  - (v) (**Refuse amendment**) The Chair may refuse to allow any amendment to be moved to a resolution of which notice has been given under clause 7.3.
  - (vi) (**Postpone**) The Chair may, without limiting the rights under clause 7.4, postpone the meeting before it has started (whether or not a quorum is present) if at the time and place appointed for the meeting, the Chair considers that:

- (A) there is not enough room for the number of Members who wish to attend the meeting; or
  - (B) a postponement is necessary - in light of the behaviour of the people present, or for any other reason - so that the business of the meeting can be properly carried out.
- (vii) **(Time, place and venue of postponed meeting)** The Chair may decide the time, place and venue of a meeting postponed under clause 8.6(a)(vi).
- (b) Nothing in this clause 8.6 is to be taken to limit the powers that the law confers on the Chair.

## **9 Decisions of general meetings**

### **9.1 Resolutions to be passed by majority**

- (a) A resolution (unless the law requires it to be passed by a special majority) on a question arising at a general meeting is decided by a majority of votes cast by the Voting Members present in person or by proxy or attorney, on a show of hands or on a poll, as the case may be.
- (b) For all purposes (other than where a special majority is required) a majority vote is a decision of the Members.

### **9.2 No casting vote**

Subject to clause 11.4(f), if there is an equality of votes (whether on a show of hands or on a poll) the Chair is not entitled to a casting vote.

### **9.3 Demand for a poll**

- (a) At any general meeting, a resolution put to the vote of the meeting is decided on a show of hands unless a poll is demanded:
  - (i) by the Chair;
  - (ii) by at least five Members entitled to vote on the resolution; or
  - (iii) in any other circumstances permitted by the Act.
- (b) A poll may be demanded:
  - (i) before a vote is taken;
  - (ii) before the voting results on a show of hands are declared; or
  - (iii) immediately after the voting results on a show of hands are declared.

### **9.4 Chair's declaration of result conclusive**

If the Chair declares the result of a vote on a show of hands on a resolution and an entry to that effect is made in the minutes of the proceedings of SACA, then that is conclusive evidence of the result unless a poll is demanded in accordance with clause 9.3 and the demand is not withdrawn. There does not need to be any other proof of the number or proportion of the votes recorded in favour of or against the resolution.

### **9.5 Conduct of poll and other business**

- (a) If a poll is demanded at a general meeting, then the Chair is to decide the manner and the time and place at which it is to be taken.

- (b) The result of the poll is taken to be the resolution of the meeting at which the poll was demanded.
- (c) After a demand for a poll, the meeting can continue to transact any business other than the question on which a poll has been demanded.
- (d) The Chair may, in their absolute discretion, declare a meeting closed before the result of a poll is known and announce, or cause SACA to announce, the results of the poll once known after the meeting.

#### **9.6 *Withdrawal of demand for a poll***

The demand for a poll may be withdrawn.

#### **9.7 *Validity of votes***

An objection as to the validity of any vote can be made only at the meeting or adjourned meeting or poll at which the vote is tendered. Every vote not disallowed at the meeting or poll is valid. The Chair's decision as to whether a vote is allowed is final and conclusive.

#### **9.8 *Dispute***

The Chair is to decide any dispute as to the validity, admission or rejection of a vote on a show of hands or on a poll. That determination is final and conclusive.

#### **9.9 *Direct voting***

The Board may decide that Members who are entitled to vote on a resolution at a meeting are entitled to a direct vote in respect of that resolution. A "direct vote" includes a vote delivered to SACA by post, fax or other electronic means approved by the Board. The Board may prescribe rules about direct voting, including specifying the form, method and timing of giving a direct vote for the vote to be valid.

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## **10 *Members' representatives at general meetings***

### **10.1 *Representative of more than one Voting Member***

If a person present at a general meeting represents (as proxy or attorney) more than one Voting Member, then:

- (a) on a show of hands:
  - (i) the person is entitled (unless the person is prohibited from voting under clause 10.4(f)) to one vote only regardless of the number of Voting Members the person represents; and
  - (ii) that vote is cast for all the Voting Members the person represents;
- (b) on a poll taken on a resolution, the person is entitled to one vote for each Membership of each Voting Member that the person represents as proxy or attorney (except where the person is directed to abstain from voting on the resolution); and
- (c) the person must not exercise that vote in a way that would contravene any directions given to the person in any instrument appointing the person as a proxy or attorney.

### **10.2 *Form of proxy***

- (a) Subject to clauses 10.2(b) and 10.2(c), an instrument appointing a proxy is valid if it is in accordance with the Act or in any form the Board prescribes or approves.

- (b) If sent by post or fax, the instrument appointing a proxy must be signed by the Member making the appointment or the Member's attorney duly authorised in writing.
- (c) If sent by electronic transmission, an instrument appointing a proxy is taken to have been signed if it has been authorised or authenticated by the Member making the appointment in the manner the Board approves or as specified in the notice of meeting.

### **10.3 Lodgement of proxy or attorney documents**

- (a) A proxy or attorney may vote at a general meeting or adjourned or postponed meeting (as the case may be) only if the instrument appointing the proxy or attorney, and the original or a certified copy of the power of attorney or other authority (if any) under which the instrument is signed, are received by SACA:
  - (i) at the Office, the fax number at the Office or at such other place, fax number or electronic address specified for that purpose in the notice of meeting; and
  - (ii) at least 48 hours before the scheduled commencement time for the meeting or adjourned or postponed meeting (as the case may be) at which the person named in the instrument proposes to vote. The scheduled commencement time is as specified in the notice of meeting or as declared by the Chair (as the case may be).
- (b) An undated proxy is taken to be dated on the day that it is received by SACA.

### **10.4 Authority given by appointment**

- (a) **(Authority)** Unless the terms of the appointment specify to the contrary, an appointment confers authority on a proxy or attorney:
  - (i) to agree to a general meeting being convened by shorter notice than is required by the Act or by this Constitution;
  - (ii) to speak to any proposed resolution on which the Member may vote; and
  - (iii) to demand or join in demanding a poll on any resolution on which the Member may vote.
- (b) **(Other resolutions)** Unless the terms of the appointment specify to the contrary, even if the instrument of appointment refers to specific resolutions and directs the proxy or attorney on how to vote on those resolutions, the appointment is taken to confer authority:
  - (i) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
  - (ii) to vote on any procedural motion; and
  - (iii) to act generally at the meeting.
- (c) **(Postponed or adjourned meeting)** Unless the terms of the appointment specify to the contrary, if the instrument of appointment refers to a specific meeting to be held at a specified time or venue and the meeting is postponed or adjourned or changed to another venue, then the appointment confers authority to attend and vote:
  - (i) at the postponed or adjourned meeting; or
  - (ii) at the new venue.

- (d) **(Appoint Chair)** The instrument appointing a proxy may provide for the Chair to act as proxy in the absence of any other appointment or if the person or persons nominated fail or fails to attend the meeting.
- (e) **(Direct proxy how to vote)** The instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution. If the Chair determines, in their absolute discretion, that a proxy has voted in a manner inconsistent with the directions of their appointor, that vote shall be rendered invalid.
- (f) **(Proxy for more than one person may not vote on a show of hands)** If a proxy is appointed to vote on a particular resolution by more than one Voting Member and the instruments appointing the proxy direct the proxy to vote on the resolution in different ways, then the proxy must not vote as proxy on a show of hands taken on the resolution.

#### **10.5 Validity**

- (a) A vote cast in accordance with the terms of an instrument of proxy or power of attorney is valid even if before the vote was cast the Member that made the appointment of the proxy or attorney:
  - (i) died;
  - (ii) became of unsound mind;
  - (iii) revoked the proxy or power; or
  - (iv) revoked the authority under which the proxy was appointed by a third party.
- (b) However, clause 10.5(a) does not apply if written notification of the relevant event is received at the Office before the start or resumption of the meeting at which the instrument is used or the power is exercised. The Chair's decision as to whether a proxy has been revoked is final and conclusive.

#### **10.6 Attendance by appointor**

A proxy will be revoked by the Member that made the appointment of the proxy attending the meeting to which the proxy relates.

#### **10.7 Proof of identity**

- (a) The Chair may require any person purporting to act as a proxy or attorney to establish to the Chair's satisfaction (or the satisfaction of the Chair's delegate) that the person:
  - (i) has been validly appointed as a proxy or attorney; and
  - (ii) is the person named in the relevant instrument of appointment.
- (b) If a person fails to satisfy the Chair (or their delegate) under clause 10.7(a), then the Chair may exclude that person from attending or voting (or both) at the meeting.

## Directors and their Powers and Duties

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### 11 Persons who may be Directors

#### 11.1 Number of Directors

The Board shall consist of 11 Directors or such other number as SACA approves in a general meeting.

#### 11.2 Composition of the Board of Directors

The Board shall consist of:

- (a) **(Member Elected Directors)** 10 Directors, as are elected by the Members in accordance with clause 11.3(e), 11.4 or, if and to the extent applicable, appointed by the Board in accordance with clause 11.11; and
- (b) **(Premier Cricket Committee Delegate Director)** one delegate of the Premier Cricket Committee, being the Chair of the Premier Cricket Committee for the time being.

#### 11.3 Member Elected Directors - nomination

- (a) The annual election of Member Elected Directors shall be conducted in accordance with this clause 11.3, clause 11.4 and any By-laws or Regulations made by the Board under clause 13.2 for the purposes of those clauses.
- (b) The Board shall appoint a Returning Officer and shall set a date and hour by which nominations must be received for the positions of Member Elected Directors (**Closing Time**), such date being not less than 25 Business Days before the date of the AGM.
- (c) The Returning Officer shall call for nominations to fill the positions of Member Elected Director that are vacant due to the circumstances referred to in clauses 11.11(a)(ii) and 11.11(a)(iii) (if any) or are to be vacated pursuant to clause 11.7 (together the **Vacant Positions**) by:
  - (i) sending a notice via email to each Voting Member to the email address nominated by the Member for the purpose of receiving notices or other documents from SACA by no later than 10 Business Days prior to the Closing Time;
  - (ii) publishing a notice on SACA's website by no later than 10 Business Days prior to the Closing Time; and
  - (iii) unless the Voting Members resolve otherwise, placing an advertisement in one of the newspapers of state-wide circulation in South Australia at least two times, with the last advertisement to be circulated by no later than 10 Business Days prior to the Closing Time.
- (d) All nominations must:
  - (i) be made in made in writing or by electronic means approved by the Board signed by at least two Voting Members and must be accompanied by the written consent of the candidate (which consent may be endorsed on the form of nomination); and
  - (ii) be delivered to the Returning Officer prior to the Closing Time in the manner directed in the notice calling for nominations.

- (e) If the number of candidates nominated is equal to or less than the number of Vacant Positions, the Chair at the AGM shall declare such candidates duly elected with effect from the close of the AGM.
- (f) A candidate may withdraw their nomination at any time prior to the commencement of the AGM.
- (g) Any vacancy caused by a lack of nominations, by the withdrawal of a nomination or by the death of a candidate or a candidate not being eligible to be a Director in accordance with clause 11.6 shall be deemed to be a casual vacancy and may be filled by the Directors then in office after the AGM.

#### **11.4 Member Elected Directors - ballot**

If the number of candidates nominated for the position of Member Elected Director exceeds the number of Vacant Positions, a ballot shall be held in accordance with this clause 11.4 and any By-laws or Regulations made by the Board under clause 13.2 for the purposes of this clause. The following provisions shall apply to the ballot:

- (a) SACA shall, within 10 Business Days after the Closing Time, cause each Voting Member to be provided with relevant voting information dealing with completion of the ballot and the voting procedure as determined from time to time by the Board, the appropriate ballot listing the candidates, and any statement by a candidate in support of their election not exceeding 250 words and that is not misleading, offensive or defamatory (as approved by the Independent Nominations Committee Chair, in their absolute discretion, after consulting with the other members of the Nominations Committee and subject to any guidelines determined by the Board from time to time);
- (b) if the Nominations Committee has given any guidance on the candidates in accordance with clause 13.5(i), the information referred to in clause 11.4(a) must include or be accompanied by such guidance;
- (c) the information referred to in clauses 11.4(a) and 11.4(b) will be sent to each Voting Member to the email address nominated by the Member for the purpose of receiving notices or other documents from SACA;
- (d) for the purpose of conducting a ballot the Chief Executive shall supply to the Returning Officer a certified list of Members who are entitled to vote;
- (e) after the close of the ballot the Returning Officer shall certify the number of votes received by each candidate. Successful candidates will be declared elected by the Chair of the AGM or the Returning Officer with effect from the close of the AGM;
- (f) the candidates with the highest number of votes will be elected and in case of an equality of votes, the President, if not a candidate, shall have a casting vote. If the President is a candidate the casting vote shall be exercised by Independent Nominations Committee Chair;
- (g) the decision of the Returning Officer as to:
  - (i) the validity of any vote;
  - (ii) the right of any Member to vote;
  - (iii) which votes shall be counted; and
  - (iv) generally as to the conduct of the ballot and the scrutiny,
 shall be final;



- (h) the Returning Officer shall appoint such assistants as they deem necessary for the conduct of the ballot; and
- (i) each candidate for election may appoint a scrutineer or scrutineers to attend the counting of votes provided that not more than one scrutineer for each candidate is present in the counting room at any one time.

#### **11.5 Premier Cricket Committee Delegate Director**

- (a) The Chair of the Premier Cricket Committee from time to time shall hold office as a Director, subject to that person being eligible to be a Director under clause 11.6. That Director is known as the "Premier Cricket Committee Delegate Director".
- (b) The Premier Cricket Committee Delegate Director has the same rights, powers and duties as the other Directors.

#### **11.6 Eligibility to be a Director**

- (a) **(Eligible under Act)** A Director must be a natural person who is entitled to be a director of a company registered under the Act.
- (b) **(Member Elected Director)** A Member Elected Director must hold Membership as a Full Member or Country Member at all times during their appointment.
- (c) **(Premier Cricket Committee Delegate Director)** The Premier Cricket Committee Delegate Director must hold the position of Chair of the Premier Cricket Committee at all times during their appointment.
- (d) **(Consent required)** The election or appointment of a person as a Director is not effective until SACA has received from the person a written consent to be a Director.

#### **11.7 Term of office of Directors**

A Director's term in office lasts for the relevant period set out in clause 11.7(a), 11.7(b) or 11.7(c) unless it ends earlier under this Constitution or the Act.

- (a) A Member Elected Director ceases to hold office upon their retirement as follows:
  - (i) At every AGM, three Member Elected Directors for the time being shall retire from office less:
    - (A) the number of Directors (if any) standing for election in accordance with clause 11.7(c); and
    - (B) the number of positions of Directors vacant due to the circumstances referred to in clauses 11.11(a)(ii) and 11.11(a)(iii) (if any).
  - (ii) The Member Elected Directors to retire under clause 11.7(a)(i), shall be those who have been longest in office since their last election or re-election.
  - (iii) As between persons who were last elected or re-elected Member Elected Directors on the same day those to retire shall be those who have been longest in office since their initial election as a Member Elected Director but as between persons who have held such office for identical continuous periods, those to retire (unless they otherwise agree amongst themselves) shall be determined by lot.

- (b) Subject to clause 11.8(a), a Member Elected Director who retires pursuant to clause 11.7(a) is eligible for re-election.
- (c) A Director appointed to fill a vacancy or casual vacancy under clause 11.11(a) holds office until the AGM next occurring after their appointment, at the closure of which their appointment will terminate. The person may stand for election to fill that position as a Member Elected Director in accordance with clause 11.3 but, if the person stands for election, they must not be distinguished or identified on the ballot in any election material by an asterisk or otherwise as a sitting Director or as a Director who is seeking re-election, other than a factually correct and not-misleading textual statement included in their candidate statement.
- (d) A retiring Director will remain in office until the closure of the AGM at which that Director retires.

### **11.8 Maximum term of office of Directors**

- (a) Subject to clause 11.8(c) and 11.8(d), a Director may not serve more than three consecutive terms as a Director.
- (b) Service by a person filling a vacancy or casual vacancy in a Member Elected Director position under clause 11.11(a) until the first AGM following their appointment, will not be counted as a term or included in determining the person's period of service as a Director for the purposes of clause 11.8(a).
- (c) A Member Elected Director who holds office as President or Vice-President at the Closing Time for the AGM at which they are required to retire for a third time in accordance with clause 11.7(a), may nominate for re-election for an additional term.
- (d) A Director who has served a maximum term of office in accordance with clause 11.8(a), shall not be eligible to be a Director for 3 years following the completion of their maximum term.

### **11.9 Resignation of Directors**

A Director may resign from office by giving written notice to SACA of their intention to do so. The resignation takes effect immediately - unless it states that it takes effect in the future. If it states that it takes effect in the future, then it takes effect on the first of:

- (a) the date stated in the notice; and
- (b) three months after the notice is given or such longer period as agreed by the Board.

### **11.10 Ceasing to be a Director**

- (a) Subject to clause 11.10(b), a person ceases to be a Director and creates a casual vacancy for that office if the Director:
  - (i) dies;
  - (ii) ceases to be eligible as a Director under clause 11.6;
  - (iii) is removed from office under section 203D of the Act;
  - (iv) in the case of a Member Elected Director who stands for re-election for a fourth consecutive term in accordance with clause 11.8(c) and is so re-elected, that Director ceases to hold office as President or Vice-President;
  - (v) without the permission of the other Directors, absents himself or herself from three consecutive meetings of the Directors;

- (vi) becomes an undischarged bankrupt;
  - (vii) becomes of unsound mind or a person whose property is liable to be dealt with under a law relating to mental health; or
  - (viii) resigns in accordance with clause 11.9;.
- (b) The Premier Cricket Committee Delegate Director ceases to be a Director in the circumstances described in clause 11.10(a) or if they cease to hold the position of Chair of the Premier Cricket Committee. A vacancy in the position of Premier Cricket Committee Delegate Director may only be filled in pursuance of the Premier Cricket Committee appointing a Chair in accordance with clause 14.4, subject to that person being eligible to be a Director under clause 11.6.

### **11.11 Vacancies and casual vacancies**

- (a) Subject to clause 11.11(b), the Board may appoint any person who is eligible to be a Director under clause 11.6 as a Director:
- (i) to fill a vacancy in the circumstance of a shortfall in nominations under clause 11.3(g) of persons for election as Member Elected Directors;
  - (ii) to fill a casual vacancy; or
  - (iii) as an addition to the Board to fill a vacancy in the circumstance where the number of Member Elected Directors is fewer than the number specified in clause 11.2(a).
- (b) The Board may not appoint a person as a Director to fill a position referred to in clause 11.11(a)(ii) or 11.11(a)(iii) during the period in any year commencing on the date the notice is sent for the purposes of clause 11.3(c)(i) and ending at the conclusion of the AGM to which that notice relates.
- (c) The continuing Directors may act despite any vacancy in the Board of Directors. However, if the number of Directors is less than the quorum required in clause 15.2(a), then the continuing Directors may act only for the purpose of filling vacancies to the extent necessary to bring their number up to that number.

### **11.12 Alternate Directors**

The Premier Cricket Committee may appoint one alternate for the Premier Cricket Committee Delegate Director, provided that the name of the alternate must have been nominated in writing by the Premier Cricket Committee to the Chief Executive by no later than 30 September in the year of the Premier Cricket Committee Delegate Director's appointment. Any alternate so appointed may exercise the powers of the Premier Cricket Committee Delegate Director in the absence of that Director and may otherwise enjoy all other privileges of the Premier Cricket Committee Delegate Director.

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## **12 Remuneration of Directors**

- (a) No Director is entitled to any remuneration for his or her services as a Director unless the Voting Members resolve otherwise.
- (b) A Director may, with the approval of the Directors and subject to the Act, be:
- (i) paid by SACA for services rendered to it other than as a Director; and
  - (ii) reimbursed by SACA for their reasonable travelling, accommodation and other expenses when:

- (A) travelling to or from meetings of the Directors, a committee or SACA; or
  - (B) otherwise engaged in the affairs of SACA.
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## **13 Powers and duties of Directors**

### **13.1 Directors' powers**

- (a) **(Power vested in Directors)** Subject to the Act and this Constitution, the management and control of the business and affairs of SACA is vested in the Directors. The Directors may exercise all the powers of SACA that this Constitution or the Act do not require to be exercised by SACA in general meeting or by the Premier Cricket Committee.
- (b) Without limiting the generality of clause 13.1(a), the Directors may on terms and conditions they think fit exercise all the powers of SACA:
  - (i) to borrow or raise money;
  - (ii) to charge any of SACA's property or assets; or
  - (iii) to issue debentures or give any other security for any debt, contract, guarantee, engagement, obligation or liability of SACA or of any other person.

### **13.2 By-laws and Regulations**

- (a) The Board may from time to time make, amend and repeal such By-laws and Regulations as it thinks fit for the purposes of SACA.
- (b) Any By-laws or Regulations made by the Board shall have the same force and effect as if they were set out in this Constitution.
- (c) In the event of any inconsistency between any provision of this Constitution and any By-law or Regulation, the Constitution will prevail and that By-law or Regulation will be read down to the extent of such inconsistency.
- (d) SACA will notify Members of the making, amending or repeal of a By-Law or Regulation by publication on SACA's website within seven days of the By-Law or Regulation being made (or its amendment or repeal, as applicable).

### **13.3 Committees**

- (a) The Board may delegate any of its powers to committees consisting of any person or persons (including Directors, employees, Members or other persons) as it thinks fit.
- (b) Without limiting clause 13.3(a), any Committee may be formed for the purpose of exercising any powers so delegated or so advising the Board (as the case may be) in relation to the business and affairs of SACA.
- (c) Any Committee so formed or person or persons so appointed must, in the exercise of the powers so delegated, or functions entrusted, comply with any directions, rules or regulations made by the Board.
- (d) The meetings and proceedings of any Committee referred to in clause 13.3(a) consisting of two or more persons are governed by the provisions in this Constitution for regulating the meetings and proceedings of the Directors so far as they are capable of applying - unless the Board decides otherwise.

#### **13.4 Finance and Audit Committee**

- (a) Without limiting clause 13.3(a), the Board shall form a Finance and Audit Committee.
- (b) The Finance and Audit Committee shall comprise not less than three and not more than four Directors as appointed by the Board from time to time. The Board may change the composition of the Finance and Audit Committee from time to time.
- (c) The role of the Finance and Audit Committee shall be to:
  - (i) review SACA's financial accounts and recommend them to the Board for approval;
  - (ii) oversee the relationship, appointment and work of external and internal auditors;
  - (iii) review compliance-related matters;
  - (iv) oversee SACA's risk management framework; and
  - (v) regularly review SACA's ongoing financial accounts, systems and delegations; and
  - (vi) perform such other functions as may be delegated to the Committee by the Board from time to time.

#### **13.5 Nominations Committee**

- (a) Without limiting clause 13.3(a), the Board shall form a Nominations Committee.
- (b) The Nominations Committee shall include:
  - (i) at least one Director; and
  - (ii) at least one person (**Independent Member**) who:
    - (A) is not a Director;
    - (B) is not and has not been within the three years preceding their appointment:
      - (1) employed by or had a significant business relationship with SACA, Cricket Australia or any Club; or
      - (2) the holder of any office within SACA, Cricket Australia or any Club; and
    - (C) is free, in the opinion of the Board, of any interest, position, association or relationship that might influence, or reasonably be perceived to influence, in a material respect his or her capacity to bring an independent judgment to bear on issues before the Nominations Committee.
- (c) Any Independent Member shall be appointed to the Committee for a term of three years.
- (d) For the avoidance of doubt, a person will not be precluded from being appointed an Independent Member of the Nominations Committee solely by reason of that person holding a Membership.

- (e) A Director who sits on the Nominations Committee and is standing for re-election as a Member Elected Director in accordance with clause 11.7(b) must stand down from the Nominations Committee and not be present at any Nominations Committee meetings or participate or vote on any Nominations Committee matters during that election period.
- (f) The Board may change the composition of the Nominations Committee from time to time.
- (g) If there is only one Independent Member, that Independent Member will act as Chair of the Nominations Committee (**Independent Nominations Committee Chair**). If there is more than one Independent Member, the Nominations Committee must appoint one of the Independent Members to act as Independent Nominations Committee Chair.
- (h) The role of the Nominations Committee shall be to:
  - (i) perform the functions allocated to it in this Constitution; and
  - (ii) perform such other functions as may be delegated to the Committee by the Board from time to time.
- (i) The Nominations Committee may give guidance to the Directors or Members (as applicable) on the appointment of persons to fill vacancies under clause 11.11(a) or the election of persons standing for election as Member Elected Directors.

### **13.6 Delegation of powers**

- (a) Without limiting this clause 13 or clause 18.2, the Board may delegate any of its powers to the Chief Executive or any employee of SACA or any other person or persons as it thinks fit.
- (b) Any delegation by the Board of its powers:
  - (i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;
  - (ii) may be either general or limited in any way provided in the terms of the delegation;
  - (iii) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position; and
  - (iv) may include the power to delegate.
- (c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.
- (d) Any power exercised by a delegate is as effective as if it had been exercised by the Board.
- (e) Without limiting the powers of the Board to make delegations, By-laws and Regulations may provide for delegations pursuant to this clause 13.

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## **14 Premier Cricket Committee**

### **14.1 Membership of Premier Cricket Committee**

The Premier Cricket Committee shall comprise:

- (a) one delegate from each Club to be appointed annually by such Clubs;
- (b) one delegate to be appointed annually by the Board; and
- (c) one delegate appointed annually by the South Australian Cricket Umpires and Scorers Association,

in each case where such delegate shall have been nominated in writing by the appointing body to the Chief Executive. The term of each appointment shall expire at the end of the Membership Year in which the appointment took effect.

### **14.2 Alternates**

- (a) Each appointing body specified in clause 14.1 may appoint one alternate for its delegate provided that the name of the alternate shall have been nominated in writing by the appointing body to the Chief Executive.
- (b) The alternate may exercise the powers of the delegate in the absence of the delegate and may otherwise enjoy all other delegate privileges.

### **14.3 Vacancies**

If the position of any person appointed to the Premier Cricket Committee pursuant to clause 14.1 or 14.2 becomes vacant for any reason, the body which appointed such person may nominate a replacement to fill the vacancy during the remainder of the Membership Year. Any such new appointment(s) shall take effect from the date of written notification of such appointment by the appointing body to the Chief Executive.

### **14.4 Chair**

The Premier Cricket Committee shall appoint a Chair from its members for a term of not less than one year. If the Chair resigns or ceases to be entitled to be a member of the Premier Cricket Committee for any reason the Premier Cricket Committee shall appoint a new Chair.

### **14.5 Powers**

The Premier Cricket Committee shall have the power to supervise, manage and control the Premier Competition and Club Matches including the recruitment, training and appointment of umpires to officiate in Club Matches, the exercise of which power is subject to any determinations, strategies, policies, directions or guidelines made or given by the Board from time to time.

### **14.6 Expulsion and Absent Members**

- (a) A member of the Premier Cricket Committee who is absent from three consecutive Premier Cricket Committee meetings, without leave from the Premier Cricket Committee may, at the Premier Cricket Committee's discretion, be removed from the Premier Cricket Committee. The Premier Cricket Committee member may be reinstated by a special resolution of the Premier Cricket Committee.
- (b) Members of the Premier Cricket Committee may, by special resolution, expel from the Committee any delegate.

#### **14.7 By-laws and Regulations**

The Premier Cricket Committee may from time to time make, amend and repeal by-laws and regulations, not inconsistent with this Constitution or any By-laws and Regulations made by the Board or the Premier Cricket Committee's powers under this Constitution.

#### **14.8 Sub-committees**

The Premier Cricket Committee may appoint, from its members and/or other persons, such sub-committees as it may deem necessary or appropriate, and may determine the number of members to comprise any sub-committee and define its powers, being powers which are not inconsistent with the powers conferred on the Premier Cricket Committee under this Constitution.

#### **14.9 Meetings**

Meetings and proceedings of the Premier Cricket Committee consisting of two or more persons are governed by the provisions in this Constitution for regulating the meetings and proceedings of the Directors so far as they are capable of applying except that:

- (a) the quorum for a meeting is 9 delegates;
- (b) if, for any reason, it becomes impossible for the Premier Cricket Committee to obtain a quorum, the Board may exercise and discharge all or any of the powers vested under this Constitution in the Premier Cricket Committee until such time as the Premier Cricket Committee can duly discharge its duties; and
- (c) the Chair appointed under clause 14.4 is entitled to preside at each meeting.

#### **14.10 Cooperative Powers**

The Board and the Premier Cricket Committee will, in the exercise and to the extent of the powers conferred on each of them respectively under this Constitution, liaise and cooperate with each other in the control, promotion, development and management of the game of cricket in South Australia.

#### **14.11 Use of Grounds**

- (a) The Premier Cricket Committee shall have the use of Adelaide Oval and the ground known as "No. 2 Ground", for the purpose of Club matches on all Saturdays, Sundays and Public Holidays during the cricket season, being the period commencing each year on 8 October and ending 14 March the following year (inclusive of both dates) or such other period as is permitted by the licence deed between SACA and the Minister for Transport and Infrastructure providing SACA with its rights to use Adelaide Oval, except on such days as the relevant ground may be required for international, interstate or other first-class matches, or shall not be available for any other reason deemed sufficient by the Board.
- (b) The Premier Cricket Committee shall have the use of the ground known as "Park 25" and any grounds used or controlled by SACA (other than those specified in clause 14.11(a)), for the purpose of Club matches on all Saturdays, Sundays and Public Holidays during the cricket season determined by the Board from time to time, except on such days as the relevant ground may be required for international, interstate or other first-class matches, or shall not be available for any other reason deemed sufficient by the Board.
- (c) Subject to the rights of the Premier Cricket Committee to the use of Adelaide Oval or any grounds used or controlled by SACA, the Board may let or license Adelaide Oval or any such grounds for any purpose authorised by the licence deed between



SACA and the Minister for Transport and Infrastructure providing SACA with its rights to use Adelaide Oval or any lease or licence for those other grounds (as applicable) are for the time being used or controlled and on such terms as it shall see fit.

#### **14.12 Disputes**

- (a) Any difference or dispute occurring between the Board and the Premier Cricket Committee as to their respective rights or duties connected with the affairs of SACA, which, in the opinion of the President or the Chair of the Premier Cricket Committee cannot be resolved by negotiation, shall be referred to a mediator.
- (b) The mediator to be referred a difference or dispute for the purposes of clause 14.12(a) is to be a mediator agreed by the parties, and, failing agreement by the parties (or in the event of death, incapacitation or resignation of the mediator agreed by the parties), will be a suitable mediator appointed by the current President (or acting President) of the Law Society of South Australia (**Mediator**).
- (c) The fees of the Mediator will be borne by SACA.
- (d) If the parties fail to reach a resolution within 20 Business Days after the dispute is referred to the Mediator, the dispute shall be referred to an arbitrator to be agreed by the parties, and, failing agreement by the parties (or in the event of death, incapacitation or resignation of the arbitrator agreed by the parties), by a suitable arbitrator appointed by the current President (or acting President) of the Law Society of South Australia (**Arbitrator**). The Arbitrator's determination will be final and binding on the parties, in the absence of manifest error.
- (e) The fees of the Arbitrator will be borne by SACA unless the Arbitrator determines otherwise.

## Conduct of Board Meetings

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### 15 Proceedings of Board meetings

#### 15.1 *Directors to regulate meetings*

The Board may meet and adjourn and otherwise regulate their meetings as they see fit.

#### 15.2 *Quorum for a Board meeting*

- (a) For a matter to be considered at a meeting of the Board, a quorum of 5 Directors must be present when the matter is dealt with.
- (b) If there are fewer than 5 Directors in office at any time, then the remaining Directors may only act to increase the number of Directors in accordance with clause 11.11(c) or in an emergency.

#### 15.3 *Convening Board meetings*

The Chief Executive or the Secretary must call a meeting of the Board at the request of:

- (a) the President;
- (b) the Vice-President; or
- (c) any 2 other Directors jointly,

which request may be given by those Directors at any time.

#### 15.4 *Notice of Board meetings*

- (a) **(Requirement to give notice)** Notice of every meeting of the Board is to be given by such means as is convenient (including by telephone or other electronic means) to each Director at least 48 hours before the time of the meeting (or such other period as the Directors unanimously agree). However, notice of a meeting of the Directors does not need to be given to any Director who, to the actual knowledge of the Secretary, is outside Australia or who has been given special leave of absence.
- (b) **(Contents of notice)** Notice of a meeting given under clause 15.4(a), shall specify the general nature of the business to be transacted at the meeting and no business other than that business shall be transacted at the meeting, except business which the Directors present at the meeting unanimously agree may also be transacted.

#### 15.5 *Board meetings by technology*

- (a) **(Communication requirements)** A meeting of the Board may consist of a conference between Directors some, or all, of whom are in different places provided that each Director who participates is able:
  - (i) to hear each of the other participating Directors addressing the meeting; and
  - (ii) if he or she wishes to address each of the other participating Directors, to do so simultaneously.
- (b) **(Any technology)** A meeting held under clause 15.5(a) may be held by the Directors in person, by conference telephone or by any other form of communication (whether or not it exists when this clause 13.5 is adopted) or by a combination of any of these methods.

- (c) **(Quorum)** A quorum is present if the conditions in clauses 15.5(a) and (b) are satisfied for at least the number of Directors required to form a quorum. A meeting held in this way is taken to take place at the place from where the person chairing the meeting is located.
- (d) **(Director may request remote attendance)** Before the meeting, any Director may give notice to the Secretary that he or she wishes to participate in the meeting in any of the ways allowed under this clause 15.5. In that case, the Secretary must arrange an appropriate facility at SACA's expense.
- (e) **(Permission required to disconnect)** A Director may not leave the conference by disconnecting his or her means of communication - unless he or she has previously obtained the express consent of the person chairing the meeting.
- (f) **(Presence assumed)** A Director is conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by telephone or any other means of communication - unless the Director has previously obtained the express consent of the person chairing the meeting to leave the conference.
- (g) **(No limit on other rules)** This clause 15.5 does not limit the discretion of the Directors to regulate their meetings under clause 15.1.

### **15.6 Chair of Board meeting**

The Director appointed by the Board as Chair in accordance with clause 8.5(a), or, in the Chair's absence, the Director appointed by the Board as Deputy Chair in accordance with clause 8.5(b), is entitled to preside at each meeting of the Board. However, the Directors present may choose another Director to chair the meeting if:

- (a) neither the Chair nor the Deputy Chair is present within 15 minutes after the time appointed for the start of the meeting; or
- (b) neither the Chair nor the Deputy Chair is willing to chair the meeting or both are precluded from chairing by reason of a conflict of interest or duty.

### **15.7 Decisions of Directors**

Questions arising at any meeting of the Board are decided by a majority of the votes cast at the meeting. Each Director has one vote. In case of an equality of votes, the person chairing the meeting has a casting vote.

### **15.8 Acts not invalid**

Anything done at any Board meeting or a Committee meeting, or by anyone acting as a Director, is as valid as if every Director or Committee member had been duly appointed or had duly continued in office and was qualified or eligible to be a Director or Committee member and was entitled to vote even if it is discovered afterwards that:

- (a) there was some defect in anyone of their appointment, election or continuance in office; or
- (b) anyone of them was disqualified or not entitled to vote.

### **15.9 Written resolutions of Directors**

- (a) A resolution or declaration in writing is as valid and effectual as if it had been passed at a meeting duly called and held if:
  - (i) all Directors entitled to receive notice of a Board meeting, receive notice of the resolution; and

- (ii) it is signed by a majority of the Directors for the time being, excluding any Director to whom notice of a meeting of the Board need not be given at that time in accordance with clause 15.4(a), who are entitled to vote (being at least a quorum).
- (b) Any resolution or declaration under clause 15.9(a) may consist of several documents in the same form each signed by one or more Directors (including in accordance with clause 25(e)). If the documents are signed on different days, then the resolution is taken to be passed at the time and on the day that the last Director required to form a majority signs the document - unless the document, by its terms, is said to take effect from an earlier or later time.

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## **16 Personal interests of Directors**

### **16.1 Director's duty to notify**

- (a) A Director who has a material personal interest in a matter relating to the affairs of SACA must give the other Directors notice of the interest as the Act requires.
- (b) A contravention of clause 16.1(a) by a Director does not affect the validity of any act, transaction, agreement, instrument, resolution or other thing.

### **16.2 Restriction on voting**

- (a) A Director who has, directly or indirectly, a material personal interest in any matter that is being considered at a Board meeting must not (except as allowed under clause 16.2(b) or otherwise by the law):
  - (i) be present while the matter is being considered at the meeting;
  - (ii) be counted in the quorum for the purposes of considering the matter; or
  - (iii) vote on the matter.
- (b) However, clause 16.2(a) does not apply in the situations allowed under section 195(2) of the Act which, as at date of adoption of this constitution by SACA, means that clause 16.2(a) does not apply if Directors who do not have a material personal interest in the matter have passed a resolution that:
  - (i) identifies the Director, the nature and extent of the Director's interest in the matter and its relation to the affairs of SACA; and
  - (ii) states that those Directors are satisfied that the interest should not disqualify the Director from voting, being present or being counted in the quorum.

If section 195(2) of the Act is modified, replaced or substituted, then this clause 16.2(b) is read as amended so that it is consistent with the modified, replaced or substituted section.

- (c) A contravention of clause 16.2(a) by a Director does not affect the validity of any resolution.

## Office Bearers, CEO, Secretary and Patrons

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### **17 President and Vice-President**

#### **17.1 Office bearers**

- (a) There are to be two office bearers, a President and a Vice-President, each elected by the Directors at a meeting of the Board.
- (b) An office bearer must be a Director.

#### **17.2 Term of office**

A Director who holds the office of President or Vice-President holds that office until the first to occur of:

- (a) the meeting of the Board held immediately following the next AGM;
- (b) the Board resolves to remove that Director from that office;
- (c) that Director retires from that office; or
- (d) that Director ceases to be a Director.

#### **17.3 Delegation by Board**

The Board may, in accordance with clause 13.6, delegate to the President and Vice-President any of its powers as it thinks fit.

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### **18 Chief Executive**

#### **18.1 Appointment by Board**

- (a) The Board must appoint a person to be Chief Executive of SACA.
- (b) The Board may (subject to clause 18.2 and the provisions of any contract between the person and SACA):
  - (i) define the Chief Executive's powers, fix their remuneration and duties and from time to time vary any of the powers conferred on that person; or
  - (ii) revoke that person's appointment as Chief Executive and appoint another person to that position.

#### **18.2 Delegation by Board to Chief Executive**

The Board may delegate to the Chief Executive the power (subject to such reservations on the power as are decided by the Board) to conduct the day-to-day management and control of the business and affairs of SACA. The delegation may include the power and responsibility to:

- (a) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Board and to implement them to the extent approved by the Board;
- (b) manage the financial and other reporting mechanisms of SACA;
- (c) approve and incur expenditure subject to specified expenditure limits; and
- (d) sub-delegate his or her powers and responsibilities to employees or internal management committees of SACA.

### **18.3 Chief Executive to attending meetings**

The Chief Executive is entitled, subject to a determination otherwise by the Board generally or in relation to a specified meeting or part of a meeting, to attend all meetings of SACA, all meetings of the Board and any Committees and may speak on any matter.

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## **19 Secretary**

### **19.1 Appointment by Board**

The Board must appoint one or more Secretaries in accordance with the Act. A Secretary holds office on the terms and conditions as decided by the Board. The Board may remove any Secretary in its absolute discretion.

### **19.2 Consent**

Before a person is appointed as a Secretary of SACA, SACA must have received their written consent to act.

### **19.3 Removal**

Without limiting clause 19.1, a person ceases to be a Secretary of SACA if the person becomes disqualified from managing corporations under Part 2D.6 of the Act (unless ASIC or the court allows such person to manage SACA).

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## **20 Patrons**

### **20.1 Appointment by Board**

The Board may appoint a Patron and Vice-Patron of SACA. The Patron and Vice-Patron hold office on the terms and conditions as decided by the Board. The Board may remove a Patron or Vice-Patron in its absolute discretion.

### **20.2 Default appointment**

Until an appointment is made to the contrary pursuant to clause 20.1, the Patron and Vice-Patron shall be the Governor for the time being of the state of South Australia and the Lord Mayor for the time being of the City of Adelaide, respectively.

### **20.3 Consent**

Before a person is appointed as a Patron or Vice-Patron of SACA, other than pursuant to clause 20.2, SACA must have received their written consent to act.

## Officers' Indemnity

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### **21 Indemnity**

#### **21.1 Persons to whom clause 21.2 applies**

- (a) Clause 21.2 applies:
  - (i) to each person who is or has been a Director or Secretary of SACA; and
  - (ii) to any other officers, employees, former officers or former employees of SACA or of its related bodies corporate as the Directors in each case determine.
- (b) Each person referred to in clause 21.1(a) is referred to as an "Officer" for the purpose of the rest of this clause 21.

#### **21.2 Indemnity**

SACA must indemnify each Officer on a full indemnity basis and to the maximum extent permitted by law against all losses, liabilities, costs, charges and expenses (**Liabilities**) that the Officer incurs as an officer of SACA or of a related body corporate of SACA.

#### **21.3 Extent of indemnity**

The indemnity in clause 21.2:

- (a) is enforceable without the Officer having to first incur any expense or make any payment;
- (b) is a continuing obligation and is enforceable by the Officer even though the Officer may have ceased to be an officer of SACA or its related bodies corporate; and
- (c) applies to Liabilities incurred both before and after the adoption of this Constitution.

#### **21.4 Insurance**

SACA may, to the extent permitted by law, purchase and maintain insurance or pay or agree to pay a premium for insurance, for any Officer against any Liabilities that the Officer incurs as an officer of SACA or of a related body corporate of SACA.

#### **21.5 Savings**

Nothing in clause 21.2 or 21.4:

- (a) affects any other right or remedy that a person to whom those clauses apply may have in respect of any Liability referred to in those clauses;
- (b) limits the capacity of SACA to indemnify or provide or pay for insurance for any person to whom those rules do not apply; or
- (c) limits or diminishes the terms of any indemnity conferred or agreement to indemnify entered into prior to the adoption of this Constitution.

#### **21.6 Deed**

SACA may enter into a deed with any Officer or a deed poll to give effect to the rights conferred by clause 21.2 on terms the Board thinks fit (as long as they are consistent with clause 21).

## General Provisions

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### 22 Application of income and property of Company

- (a) The income and property of SACA shall be applied solely in furtherance of its purpose as set out in clause 1 and no part of the income or property of SACA may be distributed, paid or transferred directly or indirectly to or amongst the Members except in accordance with clause 22(b).
- (b) Clause 22(a) does not prevent SACA from making a payment in good faith to any person who is a Member if the payment is:
  - (i) remuneration for their services as a Director, other officer or servant of SACA or for any services provided to SACA (subject to clause 12);
  - (ii) for goods supplied to SACA in the ordinary course of business;
  - (iii) for reasonable rent for premises let to SACA in the ordinary course of business;
  - (iv) for expenses incurred on behalf of SACA; or
  - (v) permitted under clause 21.2 or under a deed entered into under clause 21.5.

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### 23 Common Seal and executing documents

- (a) SACA may, but need not, have a Common Seal. The Common Seal must not be affixed to any instrument except in accordance with section 127 of the Act.
- (b) SACA may execute a document without a Common Seal if the document is signed by:
  - (i) two Directors; or
  - (ii) a Director and Secretary; or
  - (iii) a Director and any other person appointed by the Directors for that purpose.
- (c) Clauses 23(a) and 23(b) do not limit the ways in which SACA may execute a document.
- (d) The Board may resolve, generally or in a particular case:
  - (i) to delegate the power to execute documents on behalf of SACA to officers, employees or other representatives of SACA; or
  - (ii) to grant and execute power(s) of attorney to execute documents and to do such things on behalf of and in the name of SACA to such person or persons, as the Board may determine.

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### 24 Winding up

- (a) If, on the winding up or dissolution of SACA and after satisfaction of all its debts and liabilities, there is any property remaining, then that property must be given or transferred to some other organisation or organisations selected by the Members before or at the time of dissolution, which has a purpose or purposes that the



Members consider similar to the purpose of SACA and which is not carried on for the profit or gain of its individual members. That property must not be paid to or distributed among the Members.

- (b) If the Members fail to make a determination under clause 24(a) within 20 Business Days of the winding up of SACA, the liquidator must make an application to the Supreme Court of South Australia to make the determination.

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## 25 Notices

- (a) **(How notice is given)** Unless this Constitution, the Act or any other legislation provides otherwise, SACA may give a document to any person:
- (i) by delivering it to the person personally;
  - (ii) by despatching it by post, contractor, agent or any other means:
    - (A) to the address of the place of residence or business of the person last known to the person serving the document; or
    - (B) if the recipient is a Member to their address in the Register and the document, by such despatch, is regarded as left at that address;
  - (iii) by sending it by fax or other electronic means (including providing a URL link to any document or attachment) to a fax number or electronic address nominated by the intended recipient for the purpose of receiving notices or other documents from SACA; or
  - (iv) by publication on SACA's website.
- (b) **(Failure to provide electronic address or consent)** Each Member acknowledges that if they do not provide an electronic address for the purpose of receiving notices or other documents from SACA or do not give a consent requested by SACA to SACA providing such address to any of its third party service providers, SACA may be unable to provide the Member with administrative or other services or benefits with or to which they would otherwise be provided or entitled.
- (c) **(When received)** A document served under this clause 25 is treated as having been duly served, irrespective of whether it is actually received:
- (i) if the document is delivered personally or left at the person's address when delivered;
  - (ii) if the document is sent by post - 3 Business Days after the notice is posted, provided that it is properly addressed and for this purpose, a document is properly addressed to a Member if it is addressed to the Member's address in the Register;
  - (iii) if the document is sent by fax or electronic means - on the day it is sent, provided that it is properly addressed and for this purpose, a document will be considered properly addressed to a Member if it is sent to the fax number or electronic address nominated by the Member for that purpose; and
  - (iv) if published on SACA's website - the day on which the document is first published on SACA's website.

- (d) **(Day of service counted)** Subject to the Act and unless this Constitution states otherwise, if a specified number of days' notice, or notice extending over any period, is required to be given, then the day of service is counted as one of those days, or in that period.
- (e) **(Electronic signatures)** A fax transmission, computer or electronic transmission or similar electronic means of communication addressed to, or received by, SACA and purporting to be signed by, or addressed from, a Director or Member is taken to be signed by that Director or Member (as applicable).

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## **26 General**

### **26.1 *Replaceable rules do not apply***

The replaceable rules do not apply to SACA.

### **26.2 *Amendment***

This Constitution may only be amended in accordance with the Act.

### **26.3 *Liability limited by guarantee***

The liability of the Members is limited by guarantee.

### **26.4 *Governing law and jurisdiction***

- (a) This Constitution is governed by the laws of South Australia.
- (b) Each Member submits to the non-exclusive jurisdiction of the courts in South Australia.

### **26.5 *Severance***

- (a) Any clause of, or the application of any clause of, this Constitution which is prohibited in any place is, in that place, ineffective to the extent of that prohibition.
- (b) Any clause of, or the application of any clause of, this Constitution which is void, illegal or unenforceable in any place does not affect the validity, legality or enforceability of that clause in any other place or of the remaining clauses in that or any other place.

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## **27 Transitional Provisions**

### **27.1 *Transitional arrangements***

The Transitional Provisions shall apply in accordance with their terms as if set out in this Constitution in full.

### **27.2 *Transitional Provisions paramount***

In the case of any inconsistency between the Transitional Provisions and any other provision of this Constitution or any By-laws or Regulations made by the Board, the Transitional Provisions will prevail.

### **27.3 *Continuance of Transitional Provisions***

The Transitional Provisions shall have continuing force and effect in accordance with their terms.

## Definitions and Interpretation

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### 28 Definitions

In this Constitution, unless the subject or context indicates a contrary intention, the following words and expressions have the following meanings:

**Act** means the *Corporations Act 2001* (Cth).

**Adelaide Oval** means that portion of the North Park Lands known as the Adelaide Oval.

**AGM** means annual general meeting of SACA.

**AOSMA** means Adelaide Oval SMA Limited (ACN 141 259 538).

**ASIC** means the Australian Securities and Investments Commission.

**Board** means the board of Directors of SACA.

**Business Day** means a day except a Saturday, Sunday or public holiday in South Australia.

**By-laws** means by-laws made pursuant to clause 13.2.

**Chair** means the person who acts as chairperson at a general meeting.

**Chief Executive** means the person the Directors appoint under clause 18 whether with that title or otherwise.

**Club Matches** means matches of cricket played between teams of Clubs and representative matches involving male or female playing members of Clubs, other than interstate, international and first class matches.

**Clubs** means the clubs of SACA referred to in or determined under clause 6.

**Closing Time** has the meaning given to that term in clause 11.3(b).

**Committee** means a committee formed under clause 13.3(a)

**Common Seal** means any common seal, duplicate seal or certificate seal of SACA.

**Constitution** means this document as amended from time to time.

**Cricket Australia** means Cricket Australia (ACN 006 089 130).

**Deputy Chair** means the Director (if any) elected to act in that capacity in accordance with clause 8.5(b).

**Director** means a director of SACA for the time being.

**Finance and Audit Committee** means the committee formed under clause 13.4(a).

**Independent Nominations Committee Chair** has the meaning given to that term in clause 13.5(g).

**Member** means a person who holds a Membership and whose name is for the time being entered in the Register.

**Member Elected Director** has the meaning given to that term in clause 11.2(a).

**Membership** means the membership interest a person holds in SACA.

**Membership Class** means a class or sub-class of Membership as set out in clause 3.1 or established pursuant to clause 3.2.

**Membership Fee** means a fee payable by a Member as determined by the Directors in accordance with clause 3.3.

**Membership Year** means the period from 1 September in any year to 31 August of the following year, or such other period as the Board determines.

**Nominations Committee** means the committee formed under clause 13.5(a).

**Office** means the registered office for the time being of SACA.

**Premier Competition** means a competition or competitions conducted by or under the auspices of SACA in which Club Matches are played.

**Premier Cricket Committee** means the committee constituted pursuant to clause 14.1.

**President** means the Director elected to act in that capacity in accordance with clause 17.

**Register** means the register of Members kept by SACA in accordance with the Act.

**Regulations** means regulations made pursuant to clause 13.2.

**Returning Officer** means the person appointed to act in that capacity in accordance with clause 11.3(b).

**SACA** means South Australian Cricket Association Limited (ACN 623 135 393).

**SANFL** means South Australian National Football League Inc.

**Secretary** means the person appointed to act in that capacity in accordance with clause 19.

**Special Resolution:**

- (a) when used in clause 6.2, means a resolution of which at least 21 days notice in writing has been given to the Board or the Premier Cricket Committee members (as applicable) and that has been passed by at least 75% of the votes cast by the Directors or the Premier Cricket Committee members (as applicable) entitled to vote on the resolution;
- (b) when used in clause 14.6, means a resolution of which at least 21 days notice in writing has been given to the Premier Cricket Committee and that has been passed by at least 75% of the votes cast by the Premier Cricket Committee members entitled to vote on the resolution; and
- (c) in all other cases, has the meaning given to that term in the Act.

**Transitional Provisions** means those provisions of this Constitution set out in the Schedule.

**URL** means Uniform Resource Locator, the address that specifies the location of a file on the internet.

**Vacant Position** has the meaning given to that term in clause 11.3(c).

**Vice-President** means the Director elected to act in that capacity in accordance with clause 17.

**Voting Member** means a member of a class prescribed by the Directors as entitled to vote at general meetings of SACA being those specified in or determined in accordance with clause 4.2(a).

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## 29 Expressions used in the Act

An expression or term used in this Constitution, unless the contrary intention appears, has the same meaning as that expression or term has in a Part, Chapter or Division of the Act dealing

with the same matter if that expression or term has been given a special meaning for the purposes of the Part, Chapter or Division in question.

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## **30 Interpretation**

- (a) In this Constitution, unless the context indicates a contrary intention:
- (i) words importing persons include companies, corporations, any association, body or entity whether incorporated or not and vice versa;
  - (ii) words denoting any gender include all genders;
  - (iii) words importing the singular include the plural and vice versa;
  - (iv) the words "includes" or "including" or similar expressions are to be construed without limitation;
  - (v) the words "writing" and "written" include printing, lithography, photography, typewriting and any other mode of representing or reproducing words in a visible form, and include any communication sent by post, fax, transmission or electronic means;
  - (vi) a signature to a written notice need not be handwritten;
  - (vii) all monetary amounts are in Australian currency;
  - (viii) references to any legislation or to any section or provision of any legislation include any statutory modification, replacement or re-enactment of it or any statutory provision substituted for it, any ordinances, by-laws, regulations and other statutory instruments issued under it and any determination, exemption or modification made pursuant to it;
  - (ix) a reference to this Constitution includes any amendment or variation of it, and includes any annexures or schedules to it;
  - (x) a reference to time refers to time in the city of Adelaide in South Australia;
  - (xi) if a period of time is specified from, after or before a given day, the period is to be calculated exclusive of that day;
  - (xii) the word "month" means calendar month and the word "year" means 12 calendar months; and
  - (xiii) if any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning.
- (b) The headings used in this Constitution do not form part of or affect the construction or interpretation of this Constitution.

## Schedule – Transitional Provisions

- 1 For the purposes of these Transitional Provisions:
  - (a) **Effective Date** means the date of adoption of this Constitution by SACA;
  - (b) **Transfer Date** means date the Association's undertaking is transferred to SACA in accordance with section 42 of the *Associations Incorporation Act 1985* (SA); and
  - (c) Terms defined in the Constitution of the South Australian Cricket Association Incorporated (**Rules**) but used in these Transitional Provisions and not otherwise defined in this Constitution will have those defined meanings.
- 2 Subject to paragraph 1(c) above, from the Transfer Date the Rules together with any By-Laws and Rules made in accordance with Rule 26 that previously applied to SACA are of no further force or effect.
- 3 With respect to those persons holding office as a member of the Board of Management of the Association as at the Transfer Date, the following provisions shall apply:
  - (a) Subject to paragraph 3(f) below, the members of the Board of Management:
    - (i) shall be deemed to be a Member Elected Director on and from the Effective Date;
    - (ii) shall be deemed, for the purposes of clause 11.7(a):
      - (A) to have last been elected or re-elected as a Member Elected Director on the date of their most recent election or re-election to the Board of Management; and
      - (B) to have held office since their initial election or appointment to the Board of Management;
    - (iii) shall be deemed for the purposes of clause 11.8(a):
      - (A) to have served the number of consecutive terms that they have served on the Board of Management; and
      - (B) in respect of any period commencing with election or re-election under the Rules but without retirement under the Rules and ending with their retirement in accordance with clause 11.7(a), to have served that period as a term as a Member Elected Director;
    - (iv) shall be eligible at their retirement as a Member Elected Director in accordance with clause 11.7(a) to be re-elected to that office unless, having regard to paragraphs 3(a)(i) to (iii) above, they would be precluded from doing so under clause 11.8(a), in which case they will not be eligible to stand for re-election until the time determined in accordance with clause 11.8(d).
  - (b) Subject to paragraph 3(f) below, the person holding office on the Board of Management as delegate of the Grade Cricket Committee for the purposes of Rule 18.2 shall be deemed to be the Premier Cricket Committee Delegate Director on and from the Effective Date.
  - (c) The persons holding office as Chairperson, President and Vice President of the Association respectively immediately before the Transfer Date will be deemed, subject to paragraph 3(f) below, to hold the equivalent offices with SACA on and from the Effective Date until the first Board meeting following the next AGM held after the Effective Date, subject to the provisions of clause 17.

- (d) The persons holding office as Patron and Vice-Patron of the Association immediately before the Transfer Date will be deemed to hold the equivalent offices with SACA on and from the Effective Date, subject to the provisions of clause 20.
- (e) The person holding office as Chief Executive of the Association immediately before the Transfer Date will be deemed to hold such office on and from the Effective Date, subject to the provisions of clause 18.
- (f) It is a condition precedent to each member of the Board of Management of the Association being deemed to hold office with SACA as a Director on and from the Effective Date that they each have executed a consent to act in such role in accordance with the requirements of the Act.

4 With respect to Membership, Members holding the class of membership with the Association noted in Table A on the Transfer Date shall, subject to agreeing to become a member of SACA in writing, be deemed to hold that class of membership with SACA on and from the Transfer Date until 31 August next following the Transfer Date (being the end of the Membership Year beginning before and ending after the Transfer Date) without any additional fee or fee adjustment on account of that change of class of Membership.

<b>Table A</b>
Full Member
Country Member
Junior Member
Tenured Member
Life Member
Honorary Life Member
Honorary – Services Rendered
Premier Cricket Committee Member (formerly Grade Cricket Committee Member)

- 5 A person holding membership with the Association immediately before the Transfer Date and entitled to receive notices of meetings of the Association will be deemed to be entitled to receive notice of and attend the first AGM held after the Transfer Date. However, such persons will not be eligible to vote at the AGM unless they are a Voting Member of SACA as at the date of the AGM.
- 6 A person holding membership with the Association immediately before the Transfer Date and entitled to receive notices of meetings of the Association will be deemed to be entitled to receive calls for nominations to fill the positions of Member Elected Director described in clause 11.3(c) for the first annual election of Member Elected Directors held after the Transfer Date.
- 7 A person holding membership with the Association as a 'Full Member' or 'Country Member' immediately before the Transfer Date will be deemed to be entitled to nominate for election as a Member Elected Director in accordance with clause 11.3 at the first annual election of Member Elected Directors held after the Transfer Date. If such person does not hold Membership as a Full Member or a Country Member of SACA at the commencement of the first AGM held after the Transfer Date, such person will be taken to have withdrawn their nomination and will not be eligible for election as a Member Elected Director at that election.

- 8 A person holding membership with the Association and entitled to vote in accordance with Rule 9.1 immediately before the Transfer Date will be deemed to be entitled, with respect to the first annual election of Member Elected Directors held after the Transfer Date, to:
- (a) nominate a person described in clause 11.6(b) or paragraph 7 above for election as a Member Elected Director in accordance with clause 11.3(d); and
  - (b) receive the voting information described in clause 11.4 and to vote on the ballot in accordance with that clause.
- 9 The Board may have regard to a person's conduct while a member of the Association or between the Transfer Date and the date the person becomes, or applies to become, a Member in assessing the person's application for Membership or any investigation, disciplinary or similar proceedings involving the person as a Member.
- 10 Without limiting clause 13.2, the Board may make such By-Laws as the Board considers necessary, relating to the administration or enjoyment of the rights and obligations attaching to membership of the Association, or that, but for the dissolution of the Association on the Transfer Date, would attach to membership of the Association, after the Transfer Date and to settle any difficulty which may arise generally or in a particular case between the Transfer Date and the commencement of the first full Membership Year beginning after the Transfer Date. Those By-Laws may take effect from the Transfer Date or such later date as the Board determines.