



# MOOREBANK CRICKET CLUB INC.

AFFILIATED WITH MOOREBANK SPORTS CLUB & FLCA

# Constitution

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Moorebank Cricket is a  
Level 3 Good Sports Partner:



Moorebank Cricket is  
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# Constitution of Moorebank Cricket Club Inc.

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## **Part I – Preliminary**

### **1. Name**

- 1.1. The name of the club shall be Moorebank Cricket Club Incorporated, hereinafter referred to as the Club.

### **2. Objectives**

- 2.1. The objectives of the Club shall be to:
  - 2.1.1. organise, encourage and foster both Junior and Senior Cricket throughout the local area;
  - 2.1.2. advance the operations and activities of the Club throughout the local area
  - 2.1.3. have regard to the public interest in its operations;
  - 2.1.4. undertake and/or do all such things or activities which are necessary, incidental or conducive to the advancement of these objectives;
  - 2.1.5. the Club will always play in one association. The executive committee will decide which association, prior to the first registration day preceding the next year's competition.

### **3. Colours**

- 3.1. The Club colours shall be predominantly blue and white.

## **Part II – Membership**

### **4. Scope of Membership**

- 4.1. Membership of the Club shall be limited to:
  - 4.1.1. Financial junior players aged less than 16 years;
  - 4.1.2. Financial junior players aged 16 years and older;
  - 4.1.3. The parents/guardians of financial junior players;
  - 4.1.4. Financial senior players;
  - 4.1.5. Elected Committee members;
  - 4.1.6. Approved coaches and managers of the current playing season; and
  - 4.1.7. Life Members.
- 4.2. The members listed in 4.1.1 shall be considered to be financial members for the current playing season and have no right to receive notice of General Meetings and no right to be present or debate or vote at General Meetings.
- 4.3. The members listed from 4.1.2 to 4.1.7 shall be considered to be financial members for the current playing season and have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings, subject to any restrictions or conditions imposed elsewhere within these Rules.

## **5. Cessation of Membership**

- 5.1. A person ceases to be a member of the Club if the person:
  - 5.1.1. dies, or
  - 5.1.2. resigns membership, or
  - 5.1.3. is expelled from the Club, or
  - 5.1.4. becomes unfinancial.

## **6. Life Members**

- 6.1. A person may be nominated for Club Life Membership subject to the following qualifying conditions being met:
  - 6.1.1. The nominee must be, or have been, a member of the Club.
  - 6.1.2. The nominee must be proposed and seconded by members, or persons who had been members, of the Club.
  - 6.1.3. The nominee must have a minimum number of years service with the Club as follows:
    - 6.1.3.1. 15 years as a player (not including Mini cricket); or
    - 6.1.3.2. 5 years as a committee member; or
    - 6.1.3.3. 7 years as an official.
  - 6.1.4. The Nominee must have made a "Significant Contribution" for, or towards, the benefit of the Club, as judged by the Selection committee.
- 6.2. The nomination shall be in writing signed by the proposer and seconder and forwarded to the Secretary.
- 6.3. A Selection Committee made up of Life Members, with a minimum of 3 for a quorum, will evaluate nominations and make recommendations to the Management Committee. If a Selection Committee of Life Members is not available, the Management Committee will evaluate nominations.
- 6.4. The Management Committee will vote in relation to the nominations at their next meeting.
- 6.5. Life Membership shall be bestowed on the recipient at a suitable gathering of the Club, where they will be presented with a citation and Life Member badge.
- 6.6. Life Members are entitled to the following privileges:
  - 6.6.1. A Life member shall be entitled to play cricket as per any member, but shall not be charged a fee, apart from any applicable insurance fees.
  - 6.6.2. A Life member and their partner shall be permitted to attend all functions held by the Club at no cost.
  - 6.6.3. A Life member shall have full voting rights at each and every meeting held by the Club, other than a Management Committee or Executive Meeting.

## **7. Membership Application**

- 7.1. An application for membership must be:
  - 7.1.1. in writing on the form prescribed from time to time by the Management Committee, from the applicant or their nominated representative and lodged with the Club; and
  - 7.1.2. accompanied by the appropriate fee (if any).
- 7.2. Discretion to Accept or Reject Application

- 7.2.1. The Club may accept or reject an application whether the applicant has complied with the requirements in clause 7.1 or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.
- 7.2.2. Where the Club accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Club. The Register shall be amended accordingly as soon as practicable.
- 7.2.3. Where the Club rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club.

### 7.3. Renewal

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

## 8. Register of Members

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

## 9. Liability of Members

- 9.1. The liability of a member of the Club to contribute towards the payment of the debts and liabilities of the Club or the costs, charges and expenses of the winding up of the Club is limited to the amount, if any, unpaid by the member in respect of membership of the Club as required by Rule 11.

## 10. Discipline

- 10.1. The Management Committee shall have the power to cite any member to explain any conduct contrary to Club Policy or these Rules.
  - 10.1.1. Any club member can request to the Management Committee to have a club member cited as in 10.1 above, by stating in writing their reasons they believe disciplinary action should be taken and submitting this letter to the Club Secretary. This letter should be received by the secretary within seven (7) days of the alleged incident occurring. The Management Committee will consider this request at their next regular meeting, unless the case is deemed to be of sufficient seriousness to warrant calling an extraordinary Management Committee Meeting.
- 10.2. The Management Committee shall have the power to fine, caution or suspend, for such period as it sees fit, any member who shall wilfully infringe any section of the Club Rules, by-laws, policies or regulations, or who shall in the opinion of the Management Committee be guilty, either at or away from the Club grounds or premises, of conduct unbecoming of a member, or of behaviour prejudicial to the interests of the Club. \*The by-laws and policies of the relevant governing association can be used as a guide as to unacceptable behaviour.\*
  - 10.2.1. A single appeal can be heard against the decision of the Management Committee for disciplinary findings. A written request for an appeal must be made within 7 days of the original notice being provided to the club member of the Management Committee Decision. A minimum of three (3) life members of Moorebank Cricket Club Inc must sit on this appeal panel, to be conducted within 28 days of receipt of an appeal letter.

None of these three life members are to have taken part in the original Management Committee disciplinary decision for the incident being heard. The Appeal Committee decision will take into account the nature of the original conduct, the response of the Management Committee and the ethos, as well as the rules, of the club. Their decision will be final.

## **11. Fees and Subscriptions**

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

## **12. Resolution of Internal Disputes**

- 12.1. The procedures set out in this rule apply to disputes between members (in their capacity as members) of the Club, and disputes between members and the Club.
- 12.2. The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen days (14) after the dispute comes to the attention of all parties.
- 12.3. If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days, refer the dispute for resolution to an independent tribunal established by the Club in accordance with the procedures determined by the Club from time to time.

## **13. Discontinuance of Membership**

- 13.1. Notice of Resignation
  - 13.1.1. A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving one month's notice in writing to the Club.
  - 13.1.2. Once the Club receives a notice of resignation of membership given under clause 13.1.1, it must make an entry in the Register that records the date on which the Member ceased to be a Member.
- 13.2. Removal of member
  - 13.2.1. Membership of the Club may be discontinued by the Management Committee upon breach of any clause of this Constitution or the Regulations, including, but not limited to, the failure to pay any monies owed to the Club, failure to comply with the Regulations or any resolutions or determinations made or passed by the Management Committee.
  - 13.2.2. Membership shall not be discontinued by the Management Committee under clause 13.2.1 without the Management Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
  - 13.2.3. Where a Member fails, in the Management Committee's view, to adequately explain the breach, that Member's membership shall be discontinued under clause 13.2.1 by the Club giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this clause 13.2 as soon as practicable.

## **14. Re-admittance of Member**

- 14.1. A Member whose membership has been discontinued under clauses 13.1 or 13.2:

- 14.1.1. must seek renewal or re-apply for membership in accordance with this Constitution if they wish to be readmitted as a member of the club; and
- 14.1.2. may be re-admitted at the discretion of the Management Committee.

## **15. Forfeiture of Rights**

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

## **Part III – The Management Committee**

### **16. Powers of the Management Committee**

- 16.1. The Management Committee of the Club, subject to the Act, the Regulations and these Rules and to any resolution in general meeting:
  - 16.1.1. shall control and manage the affairs of the Club;
  - 16.1.2. may exercise all such functions as may be exercised by the Club, other than those functions that are required by these Rules to be exercised by a General Meeting of members of the Club; and
  - 16.1.3. has power to perform all such acts and do such things as appear to the Management Committee to be necessary for the proper management of the affairs of the Club.

### **17. Constitution and Membership**

- 17.1. The Management Committee shall consist of:
  - 17.1.1. President
  - 17.1.2. Vice-President
  - 17.1.3. Secretary
  - 17.1.4. Treasurer
  - 17.1.5. Senior Co-ordinator
  - 17.1.6. Junior Co-ordinator
  - 17.1.7. Minis Co-ordinator
  - 17.1.8. and such other positions as may be deemed necessary to enable the efficient running of the Club for the ensuing twelve (12) month period.
- 17.2. The positions covered by Rules 17.1.1 to 17.1.7 above shall be known collectively as the Executive Committee. They shall have the power to decide extraordinary and urgent business between meetings of the Management Committee. Any decision taken in this manner shall be presented to the next Management Committee meeting for ratification.
- 17.3. Other positions covered by Rule 17.1.8 above shall be ordinary Committee Members.
- 17.4. The Management Committee may allocate portfolios to Committee Members as required.

### **18. Election of Committee Members**

- 18.1. Any two (2) Club members of at least one year's standing shall be at liberty to nominate any other Club member, who must be a financial member of the Club prior to the Annual General Meeting at which they accept nomination, to serve as a member of the Management

Committee. The nomination, which shall be in writing and signed by the nominee and his/her proposer and seconder, shall be lodged with the Secretary at least fourteen (14) days before the meeting at which the election is to take place.

- 18.2. In case there shall not be a sufficient number of candidates nominated, nominations may be made orally with the consent of the nominee at the meeting at which the elections take place. Any two (2) Club members of at least one year's standing shall be at liberty to nominate any other Club member, who must be a financial member of the Club.
- 18.3. If there is more than the required number nominated, an election by secret ballot shall take place, but where only one person is nominated for any position, the chairperson shall declare such person duly elected.
- 18.4. Should a ballot be required for any position, a returning officer and two scrutineers shall be appointed by the chairperson from amongst those persons present.
- 18.5. All appointments shall be until the next AGM unless through resignation, death or removal from office by a resolution passed by a two-thirds majority of the members present at a properly constituted Special General Meeting called for that purpose.
- 18.6. Any casual vacancy occurring among the office bearers or elected Committee members may be filled by the Management Committee, and the person so appointed to fill such vacancy shall hold office for the unexpired term of the member so replaced, provided that in the case of office bearers the person so nominated for appointment is a financial member of the Club.

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

- 19.1. In addition to the circumstances in which the office of a Committee Member becomes vacant by virtue of the Act, the office of a Committee Member becomes vacant if the Committee Member
  - 19.1.1. dies;
  - 19.1.2. becomes bankrupt or makes any arrangement or composition with his creditors generally;
  - 19.1.3. becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
  - 19.1.4. resigns his office in writing to the Club;
  - 19.1.5. is absent without the consent of the Management Committee from meetings of the Management Committee held during a period of six months;
  - 19.1.6. holds any office of employment with the Club without the approval of the Management Committee;
  - 19.1.7. is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest;
  - 19.1.8. in the opinion of the Management Committee (but subject always to this Constitution):
    - 19.1.8.1. has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club;
    - 19.1.8.2. has brought the Club into disrepute.
  - 19.1.9. is removed by Special Resolution; or
  - 20.1.10 would otherwise be prohibited from being a director of a corporation under the Corporations Act 2001 (Cth.).



## **Part IV – Meetings**

### **20. Proceedings at General Meetings**

- 20.1. The Management Committee shall meet as often as necessary to conduct the business of the Club and not less than once in each quarter.
- 20.2. Statement of Affairs shall be prepared covering the period between Club meetings.
- 20.3. The President shall preside as Chairperson at all meetings of the Club, but if absent after fifteen (15) minutes of the time appointed for the holding of the meeting, the Vice President shall chair the meeting. If neither the President nor Vice President is in attendance after fifteen (15) minutes of the time appointed for the holding of the meeting, the members shall elect one of their number to be Chairperson for that meeting in their place.

### **21. Voting**

- 21.1. Apart from the election of Committee Members covered in rule 18, voting shall be by show of hands. Any member present and eligible to vote may challenge the result declared by the Chairperson and call for a poll.
- 21.2. If a poll is duly demanded it shall be taken forthwith.
- 21.3. Unless a poll is demanded under clause 22.1, the chairperson's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the minutes of the meeting.
- 21.4. At a General Meeting voting shall be confined to those persons eligible for membership under the provision of Rule 4 above.

### **22. Quorum**

- 22.1. At General Meetings of the Club a quorum shall consist of five (5) members, and at a Management Committee meeting shall consist of a majority of Committee members.
- 22.2. If a quorum is not present after half an hour of the time set down for the meeting to commence, the meeting shall be adjourned to the same time and place seven (7) days later, or to such a time within one month of the date of the meeting to be determined there at. If at such an adjourned meeting a quorum is not present, then those members attending shall be deemed to be a quorum, provided the numbers present is not less than three (3).

### **23. Conflict of Interest**

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

## 23.2. Disclosure of Interests

23.2.1. The nature of the interest of a Committee member must be declared at the meeting of the Management Committee at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be revealed to the Management Committee at the next meeting of the Management Committee. If a Committee member becomes interested in a matter after it is made or entered into, the declaration of the interest must be made at the first meeting of the Management Committee held after the Committee member becomes interested.

## 23.3. General Disclosure

23.3.1. A general notice stating that a Committee member is a member of any specified firm or company and that they are 'interested' in all transactions with that firm or company is sufficient declaration under clause 24.2. After the distribution of the general notice, it is not necessary for the Committee member to give a special notice regarding any particular transaction with that firm or company.

## 23.4. Recording Disclosures

23.4.1. Any declaration made and any disclosure or any general notice given by a Committee member in accordance with clauses 24.1, 24.2 and/or 24.3 must be recorded in the minutes of the relevant meeting.

## 24. Annual General Meeting

24.1. The Annual General Meeting of the Club shall be held at least once in each calendar year and within the period of six (6) months after the expiration of the financial year of the Club.

24.2. This meeting will be for the election of officers as per Rule 17, presentation of annual reports, statements of affairs and consideration of motions to alter the Club Rules.

24.3. Notices of motion to change the Rules are to be given to the Club Secretary at least twenty-one (21) days prior to the Annual General Meeting.

## 25. Special General Meeting

25.1. Any two members of the Management Committee may at any time convene a Special General meeting of the Club. A Special General meeting of the Club may also be convened upon the written request of not less than ten (10) members eligible to vote at General Meetings of the Club and shall be held within a period of one month from the date of receipt of the request. In the latter case, the object of calling such a meeting shall be clearly stated.

## 26. Notice of Meetings

26.1. Twenty eight (28) days notice of an Annual General Meeting and fourteen (14) days notice of a Special General Meeting must be given to those members entitled to receive notice, specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.

## 27. Minutes

27.1. The Management Committee shall cause minutes to be made of:

27.1.1. all appointments of office bearers and members of the Management Committee;

- 27.1.2. the names of all members of the Club present at all meetings of the Club and of the Management Committee;
- 27.1.3. all proceedings at all meetings of the Club.

## **28. Right to Question**

- 28.1. The Club may call upon any member of the Club to attend any meetings to reply to any relevant question that may be put to them, and to produce any relevant letters, papers, books, or electronic storage devices. Should they fail to comply without reasonable excuse or refuse to answer any relevant questions put to them, or make misleading statements, or refuse to produce any relevant letters, papers, books, or electronic storage devices, they may be suspended or otherwise be dealt with at the discretion of the Management Committee.

## **Part V – Miscellaneous**

### **29. Funds Source**

- 29.1. The funds of the Club are to be derived from entrance fees, annual subscriptions of members, donations, sponsorships, canteen takings and such other sources as the Management Committee determines.
- 29.2. All money received by the Club must be deposited as soon as practicable and without deduction to the credit of the Club's bank account.
- 29.3. The Club must, as soon as practicable after receiving any money, issue an appropriate receipt.

### **30. Funds Management**

- 30.1. The financial year of the Club will run from 1st June to 31st May.
- 30.2. The assets and income of the club shall be applied exclusively to the promotion of its objects and no portion shall be paid or distributed directly or indirectly to the members of the club, except as bona fide remuneration for services rendered or expenses incurred on behalf of the association.
- 30.3. In the event of the club being dissolved, the amount which remains after such dissolution and the satisfaction of all debts and liabilities, shall be paid and applied by the club in accordance with its powers, to any organisation which has similar objectives and which has rules prohibiting the distribution of its assets and income to its members.
- 30.4. All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by any two (2) members of the Management Committee or employees of the Club, being members or employees authorised to do so by the Management Committee.

### **31. Alteration of Objectives or Rules**

- 31.1. The statement of objectives and these Rules may be altered, rescinded or added to only by a special resolution of the Club.

### **32. Common Seal**

- 32.1. The Common Seal of the Club must be kept in the custody of the Public Officer.

- 32.2. The Common Seal must not be affixed to any instrument except by the authority of the Management Committee and the affixing of the Common Seal must be attested by the signature of either two (2) members of the Management Committee or one (1) member of the Management Committee and of the Public Officer or Secretary.

### **33. Custody of Books**

- 33.1. Except as otherwise provided by these Rules, all records, books and other documents relating to the Club must be kept in the custody or under the control of the Public Officer, Secretary or Treasurer, as applicable.

### **34. Inspection of Books**

- 34.1. The records, books and other documents of the Club must be open to inspection, free of charge, by a member of the Club at any reasonable hour.

### **35. Service of Notices**

- 35.1. For the purpose of these Rules, a notice may be served by or on behalf of the Club on any member either personally, by sending it by post or by electronic mail, to the member at the member's address or electronic mail address shown in the Register of Members, or by posting on the club's website.
- 35.2. If a document is sent to a person by properly addressing, prepaying and posting to the person a letter containing the document, the document is, unless the contrary is proved, taken for the purposes of these Rules to have been served on the person at the time at which the letter would have been delivered in the ordinary course of post.
- 35.3. Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.