
Constitution

Australian Cricket Players Limited

A Public Company Limited by Guarantee

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1 Name of the Company

The name of the Company is Australian Cricket Players Limited.

2 Type of Company

- (a) The Company is a not-for-profit public company limited by guarantee.
- (b) The Company is the successor in title to the Incorporated Association.
- (c) Subject to this Constitution, each person who is a Member and each person who was a Member during the year ending on the day of the commencement of the winding up of the Company, undertakes to contribute to the property of the Company for:
 - (i) payment of debts and liabilities of the Company;
 - (ii) payment of the costs, charges and expenses of winding up; and
 - (iii) any adjustment of the rights of the contributories among Members.
- (d) The amount that each Member or past Member is liable to contribute is limited to \$1.00.

3 Replaceable Rules

This Constitution displaces the Replaceable Rules to the extent that it is inconsistent with any Replaceable Rules.

4 Definitions and Interpretation

4.1 Definitions

In this Constitution, unless there is something in the subject or context which is inconsistent:

- (a) **ACRA** or the **Australian Cricketers' Retirement Account** has the meaning given to that term in the MOU (or any equivalent provision in any successor to the MOU);
- (b) **ACRA Board of Management** has the meaning given to that term in the MOU (or any equivalent provision in any successor to the MOU), and is a Committee under this Constitution;
- (c) **AGM** means annual general meeting;
- (d) **Appointed Director** means a person with specific skills or experience as, including, but not limited to, a sportsperson, media, wellbeing or commercial expert, lawyer, accountant or person with expertise or experience for a particular project or program the Company may undertake, appointed as a Director pursuant to **clause 33.5**;
- (e) **Attributes** means in relation to a Member, their name, voice, signature, trade mark, image, likeness, performance and photograph, and any reproduction thereof;
- (f) **Authorised Purpose** has the meaning given to that term by **clause 42**;

- (g) **BBL** means the premier domestic men's Twenty20 competition conducted from time to time by CA;
- (h) **BBL Rookie Contract** means a rookie contract between a BBL Team and a player, such as a BBL development rookie contract and a BBL premier/grade cricket rookie contract;
- (i) **BBL Team** means an entity which fields a team in the BBL or contracts players to play, if selected, in the BBL;
- (j) **Board** means the board of Directors of the Company;
- (k) **Board Charter** is a charter(s) adopted and amended by the Board from time to time under **clause 56**, setting out the role, responsibilities, structure and processes of the Board, and related matters such as the establishment of Committees and the election and role of Delegates;
- (l) **Business Day** means a day that is not a Saturday, Sunday or public holiday in Victoria;
- (m) **CA** means Cricket Australia (ACN 006 089 130);
- (n) **Chair** means the Director who is the chair of the Company, and is responsible for presiding over Board meetings when present, elected pursuant to **clause 33.7(a)(i)** (who may also be referred to as chairman or chairwoman at their discretion);
- (o) **Chairperson** means:
 - (i) in relation to a general meeting, the person responsible for presiding over the general meeting pursuant to **clause 18**; and
 - (ii) in relation to a Board meeting, the person responsible for presiding over the Board meeting pursuant to **clause 49**;
- (p) **Committee** means a committee of the Board established in accordance with **clause 52**;
- (q) **Company** means Australian Cricket Players Limited;
- (r) **Constitution** means this constitution as amended or supplemented from time to time;
- (s) **Corporations Act** means *Corporations Act 2001* (Cth);
- (t) **Cricket ACT** means ACT Cricket Association Inc. (ABN 61 741 344 332);
- (u) **Cricket Collective Agreement** means any of the following:
 - (i) the MOU; and
 - (ii) any other agreement (including, but not limited to, an enterprise agreement) between the Company and:
 - (A) CA; and/or
 - (B) any State Association; and/or
 - (C) any Territory Association; and/or
 - (D) any W/BBL Team; and/or

- (E) other entities or teams than run or participate in cricket matches, series or competitions,
- relating to the terms and conditions of employment of players and/or provision of their services and/or their appearances and/or use of their Attributes (whether as a whole or in relation to any groups or categories of players);
- (v) **Current Player** means a player currently a party to:
- (i) a Playing Contract; or
 - (ii) a contract to play for Cricket ACT in the WNCL;
- (w) **Delegate** means any person who holds the position of delegate pursuant to **clause 39**;
- (x) **Director** means any person holding the position of a director of the Company (and includes both Elected Directors and Appointed Directors) and **Directors** means the directors for the time being of the Company or, as the context permits, such number of them as has authority to act for the Company;
- (y) **Director Present** means in connection with a general meeting, meeting of the Board or of a Committee, as the case may be, a Director being present in person or using permitted technology under **clause 47(d)** and **47(e)**;
- (z) **Disciplinary Committee** means a Committee formed pursuant to **clause 12.2(a)** for the purpose of conducting disciplinary proceedings against a Member;
- (aa) **Elected Director** means a person elected as a Director pursuant to **clause 33.4**;
- (bb) **Entrance Fee** means the entrance fee payable by Members pursuant to **clause 10**;
- (cc) **Incorporated Association** means Australian Cricketers' Association Incorporated (ARBN 142 050 422), a South Australian incorporated association which has converted into the Company;
- (dd) **Initial Directors** has the meaning given in **clause 33.3**;
- (ee) **Kerry Packer Award** means the award by that name awarded jointly by the Board and a relative of the late Kerry Packer, that relative being selected by the Board, for outstanding service to the Company;
- (ff) **Kerry Packer Award Member** means a Member in the Membership class set out in **clause 7(c)**;
- (gg) **Life Member** means a Member in the Membership class set out in **clause 7(b)**;
- (hh) **Life Membership Fee** means a one-off fee, the amount of which is prescribed by the Board, for entrance into the Life Membership class, pursuant to **clause 10(c)**;
- (ii) **Member** means a member of the Company pursuant to **clause 6** and **clause 7** (and includes each of Ordinary Members, Life Members and Kerry Packer Award Members) and **Membership** has the corresponding meaning;
- (jj) **Member Present** means in connection with a meeting of Members, a Voting Member being present in person, using permitted technology or by proxy or attorney;
- (kk) **Member's Guarantee Amount** means the amount referred to in **clause 2(d)**;

- (ll) **MOU** means the memorandum of understanding dated 29 August 2017 between the Company (which was then the Incorporated Association) and CA (on its own behalf and on behalf of the State Associations and/or W/BBL Teams), with a commencement date of 1 October 2017, or any amendment or successor to that agreement;
- (mm) **Objects** means the objects of the Company as set out in **clause 5.1**;
- (nn) **Office** means the registered office for the time being of the Company;
- (oo) **Office Bearer** means a person holding any of the offices specified in **clause 33.7**;
- (pp) **Officer** has the meaning given to that term in section 9 of the Corporations Act;
- (qq) **Ordinary Member** means a Member in the Membership class set out in **clause 7(a)**;
- (rr) **Past Player** means a person who was formerly:
- (i) a Current Player; or
 - (ii) eligible to be a member under any version of the constitution of the Incorporated Association before Registration;
- (ss) **Personal Information** has the meaning given to that term in the Privacy Act, as amended from time to time;
- (tt) **Playing Contract** has the meaning given to that term in article 2.1 of the MOU (or any equivalent article in any amendment or successor to the MOU) but excludes:
- (i) BBL Rookie Contracts;
 - (ii) Training, Junior or Development Contracts; and
 - (iii) W/BBL Overseas Player Contracts;
- (uu) **President** means the Director who is the president of the Company, who acts as a spokesperson for, and is the public figurehead of, the Company, elected pursuant to **clause 33.7(a)(ii)**;
- (vv) **Privacy Act** means *Privacy Act 1988* (Cth);
- (ww) **Register** means the register of Members to be kept pursuant to the Corporations Act;
- (xx) **Registration** means registration of the Company as a company by the Australian Securities and Investments Commission;
- (yy) **Replaceable Rules** means the replaceable rules applicable to a public company limited by guarantee set out in the Corporations Act;
- (zz) **Secretary** means the person appointed as the secretary of the Company under **clause 55(a)** and includes any assistant or acting secretary;
- (aaa) **Special Resolution** has the meaning given to that term by the Corporations Act;
- (bbb) **State Association** means any of the following bodies corporate:
- (i) New South Wales Cricket Association (ABN 27 000 011 987);
 - (ii) Queensland Cricket Association (ABN 55 612 695 676);
 - (iii) South Australian Cricket Association Limited (ABN 44 623 135 393);

- (iv) Tasmanian Cricket Association (ABN 34 009 476 993);
- (v) Victorian Cricket Association (ABN 28 004 128 812); and
- (vi) Western Australian Cricket Association Limited (ABN 44 026 744 769);
- (ccc) **Subscription** means the subscription fees payable by Members pursuant to **clause 10**;
- (ddd) **Surrounding Player** has the meaning given to that term in article 15 of the MOU or similar provision in any amendment or successor to the MOU;
- (eee) **Surrounding Player Licensed Product** means, in relation to a Member, any product containing any of the Attributes of the Member solely as a Surrounding Player;
- (fff) **Team-Based Licensed Product** has the meaning given to that term in article 15 and schedule I of the MOU or similar provision in any amendment or successor to the MOU;
- (ggg) **Territory Association** means:
 - (i) Cricket ACT; or
 - (ii) Northern Territory Cricket Association Inc. (ABN 21 938 643 056);
- (hhh) **Training, Junior or Development Contract** means a contract between a player and CA, a State Association and/or W/BBL Team for a player's training or development, such as a contract for the player to be part of CA's national performance squad, or to participate in a match or competition below 'open' level (such as a second xi, under 15-19s or other pathways teams, futures leagues, governor general's or prime minister's xi);
- (iii) **Twenty20** means the format of cricket with that name, currently recognised by the International Cricket Council;
- (jjj) **Voting Members** are Members who:
 - (i) are given voting rights under **clause 7**;
 - (ii) in the case of a Life Member, have paid the Life Membership Fee; and
 - (iii) unless part of a Membership class which is not required to pay the annual Subscription, have paid any payable Entrance Fee and annual Subscription within the time limits specified in **clause 11(a)(iv)(B)**, namely, at the latest, within thirty (30) days after having been notified by the Company that the Voting Member is in arrears to the Company;
- (kkk) **WBBL** means the premier domestic women's Twenty20 competition conducted from time to time by CA;
- (lll) **W/BBL Overseas Player Contract** means a Playing Contract between an overseas player and a W/BBL Team, as described in article 2.1 of the MOU or similar provision in any amendment or successor to the MOU;
- (mmm) **WBBL Team** means an entity which fields a team in the WBBL or contracts players to play, if selected, in the WBBL;
- (nnn) **W/BBL Team** means either a BBL Team and/or a WBBL Team; and
- (ooo) **WNCL** means the national competition for women's cricket in Australia, known as the Women's National Cricket League.

4.2 Interpretation

In this Constitution, unless there is something in the subject or context which is inconsistent:

- (a) the singular includes the plural and vice versa;
- (b) each gender includes the other gender;
- (c) the word **person** means a natural person and any partnership, association, body or entity whether incorporated or not;
- (d) the words **writing** and **written** include any other mode of representing or reproducing words, figures, drawings or symbols in a visible form;
- (e) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (f) a reference to any clause or schedule is to a clause or schedule of this Constitution;
- (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (h) an expression used in a particular Part or Division of the Corporations Act that is given by that Part or Division a special meaning for the purposes of that Part or Division has, unless the contrary intention appears, in any clause that deals with a matter dealt with by that Part or Division the same meaning as in that Part or Division; and
- (i) headings do not form part of or affect the construction or interpretation of this Constitution.

5 Objects and Powers

5.1 Objects

- (a) The objects of the Company are:
 - (i) to act as the collective and representative voice of present, past and future elite international and domestic cricketers in Australia (including when those cricketers play cricket internationally);
 - (ii) to seek to improve and advance the employment, industrial and professional rights, wellbeing and safety of those cricketers;
 - (iii) to strive for the improvement of economic and other conditions of those cricketers generally and to regulate compliance with agreed conditions;
 - (iv) to pursue initiatives that will ultimately benefit those cricketers and its Members;
 - (v) to represent its Members in the bargaining of Cricket Collective Agreements;
 - (vi) to represent and provide support for its Members in employment disputes where deemed appropriate;
 - (vii) to safeguard and improve the wellbeing of its Members, including in their retirement from and transitioning into and out of elite cricket;

- (viii) to administer an account for payment of retiring or transitional benefits to Members (including the fund known as the Australian Cricketers' Retirement Account);
 - (ix) to provide advice, services or assistance to its Members, where deemed appropriate;
 - (x) to promote the sport of cricket; and
 - (xi) anything ancillary to the Objects set out in **clauses 5.1(a)(i) to 5.1(a)(x)**.
- (b) The Company can only exercise the powers in section 124(1) of the Corporations Act to:
 - (i) carry out the Objects; and
 - (ii) do all things incidental or convenient in relation to the exercise of power under **clause 5.1(b)(i)**.

5.2 Income and Property

- (a) The property and income of the Company however derived shall be applied solely towards the promotion of the Objects of the Company and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the Members.
- (b) Nothing in this Constitution will prevent payment in good faith to a Member:
 - (i) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company;
 - (ii) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent to the Company; or
 - (iii) of reasonable and proper rent for premises leased by any Member to the Company.

5.3 Remuneration of Directors, Committee Members and ACRA Board of Management Members

No payment shall be made to:

- (a) any Director (except any executive Director in that Director's capacity as an employee of the Company); and
- (b) any member of a Committee (including, but not limited to, a member of the ACRA Board of Management),

other than the following payments made in good faith by the Company:

- (c) an honorarium to the chairperson or members of the ACRA Board of Management from the ACRA account in accordance with the Rules of that account (if approved by the Board of the Company on such conditions as it sees fit);
- (d) out of pocket expenses incurred by the Director or Committee member in the performance of any duty as a Director or Committee member where the amount payable does not exceed an amount previously approved by the Board; and
- (e) for any service rendered to the Company by the Director or Committee member in a professional or technical capacity, other than in the capacity as Director or Committee member, where the provision of the service has the prior approval of

the Board and where the amount payable is approved by the Board and is not more than an amount which commercially would be reasonable for the service.

MEMBERSHIP

6 Admission to Membership

6.1 Eligibility for Membership

Any individual is eligible to apply to become a Member if the person:

- (a) agrees to assume the liability to pay the Member's Guarantee Amount;
- (b) satisfies the criteria for the relevant class of Membership in accordance with **clause 7**;
- (c) supports the Objects of the Company and agrees to comply with the terms of this Constitution and any code of conduct which the Board may produce from time to time;
- (d) is, in the Board's opinion, of good character;
- (e) lodges an application form in accordance with **clause 8**; and
- (f) subject to **clause 10(e)**, pays the Entrance Fee in accordance with **clause 10**.

6.2 Benefits

- (a) Each Voting Member will be entitled to vote at all general meetings.
- (b) In addition to each Voting Member being entitled to vote at all general meetings, the Board will determine from time to time what additional benefits shall attach to Membership.

7 Classes of Membership

There shall be the following classes of Membership:

(a) Ordinary Members

Ordinary Members:

- (i) must be natural persons;
- (ii) must be either Current Players or Past Players; and
- (iii) shall be entitled to vote.

(b) Life Members

Life Members:

- (i) must be natural persons;
- (ii) must have paid the Life Membership Fee;
- (iii) shall not be charged any annual Subscription or Entrance Fee;
- (iv) must be either Current Players or Past Players; and
- (v) shall be entitled to vote.

- (c) **Kerry Packer Award Members**
Kerry Packer Award Members:
- (i) must be natural persons;
 - (ii) must have previously received the Kerry Packer Award;
 - (iii) shall not be charged any annual Subscription, Entrance Fee or Life Membership Fee; and
 - (iv) shall be entitled to vote.
- (d) The Board may determine from time to time additional classes and qualifications for admission to Membership (which may include without limitation both natural persons and bodies corporate or sporting clubs with complimentary objects) and the rights attached to each Membership class (for instance, categories of benefits available to that class and whether or not voting rights are granted).

8 Applications for Membership

8.1 Applications for Membership

- (a) An application for Membership of the Company must:
- (i) be made in writing in the form prescribed by the Board from time to time;
 - (ii) specify the class of Membership being applied for by the applicant;
 - (iii) include a signature, or equivalent acknowledgement by the applicant acknowledging that the applicant agrees to be bound by the Constitution;
 - (iv) be accompanied by any Entrance Fee and annual Subscription payable pursuant to **clause 10(a)**; or
 - (v) in the case of an application for Life Membership be accompanied by any Life Membership fee payable pursuant to **clause 10(c)**; and
 - (vi) be lodged with the Secretary.
- (b) As soon as practicable after receiving an application for Membership, the Board, or any other person to whom the Board has delegated the function (who may include, without limitation, the Secretary), must determine whether to approve or reject the application.
- (c) As soon as practicable after the determination in **clause 8.1(b)** above, the Board, or any other person to whom the Board has delegated the function (who may include, without limitation, the Secretary) must:
- (i) notify the applicant, in writing, that the application has been approved or rejected (whichever is applicable); and
 - (ii) if the application is approved, enter the applicant's name and class of Membership in the Register and, subject to the Corporations Act, the person becomes a Member on the name being so entered; or
 - (iii) if the application is rejected, refund any Entrance Fee, Life Membership Fee and annual Subscription to the applicant, and the Board will not be required to provide the applicant with any reasons for the rejection.

9 Membership Entitlements Not Transferable

A right, privilege or obligation which a person has by reason of being a Member:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates on cessation of the person's Membership.

10 Entrance Fee and Subscriptions

- (a) Subject to **clauses 7 and 10(e)**, there shall be an Entrance Fee and annual Subscription payable by each Member to the Company.
- (b) Subject to **clauses 7 and 10(e)**, the amount of the Entrance Fee and annual Subscription shall be payable by Members at such times and in such manner as determined by the Board from time to time.
- (c) There shall be a Life Membership Fee payable by each Life Member to the Company (in place of an annual Subscription).
- (d) The Board may charge different classes of Membership different Entrance Fees and different annual Subscriptions.
- (e) The Board may in its discretion:
 - (i) determine that no Entrance Fee or annual Subscription is payable by a Member or Members (in whole or in part) in a given year; and
 - (ii) extend the time for payment of the Entrance Fee or annual Subscription by any Member.
- (f) No part of any Entrance Fee, Life Membership Fee or annual Subscription shall be refunded to a Member who ceases to be a Member in accordance with **clause 11**.

11 Cessation of Membership

- (a) A Member's Membership will cease:
 - (i) on the date that the Secretary receives written notice of resignation from that Member;
 - (ii) upon that Member dying;
 - (iii) upon that Member no longer satisfying the criteria for its respective class of Membership (unless transferred to another class of Membership by the Board);
 - (iv) subject to **clauses 7 and 10(e)**, if that Member fails to pay an Entrance Fee, Life Membership Fee or annual Subscription (as applicable):
 - (A) within thirty (30) days after it falls due; and
 - (B) then fails to rectify this default within thirty (30) days of being notified of the default by the Company;
 - (v) if the Member is expelled from the Company pursuant to **clause 12**; or
 - (vi) if the Company in general meeting resolves by Special Resolution to terminate the Membership of a Member whose conduct or circumstances in the opinion of the Company renders it undesirable that

that Member continue to be a Member of the Company. The Member must be given at least twenty-one (21) days' notice of the proposed resolution and must be given the opportunity to be heard at the meeting at which the resolution is proposed.

- (b) A Member may at any time, pursuant to **clause 11(a)(i)**, resign as a Member but shall continue to be liable for:
 - (i) any monies due by the Member to the Company;
 - (ii) any sum for which the Member is liable as a Member of the Company under **clause 2(c)**.

12 Disciplining of Members

12.1 Disciplining of Members

- (a) Where the Board is of the opinion that a Member has:
 - (i) persistently refused or neglected to comply with a provision or provisions of this Constitution; or
 - (ii) persistently and wilfully acted in a manner prejudicial to the interests of the Company,the Board may:
 - (iii) expel the Member from the Company; or
 - (iv) suspend the Member from Membership of the Company for a specified period.
- (b) A resolution of the Board pursuant to **clause 12.1(a)** is of no effect unless the Board confirms the resolution in accordance with this **clause 12.1(b)** at the next meeting of the Board.
- (c) If the Board resolves under **clause 12.1(a)** to expel or suspend any Member, the Secretary must serve the Member with a notice in writing:
 - (i) setting out the resolution of the Board and the grounds upon which it is based;
 - (ii) stating that the Member may address the Board at the next Board meeting;
 - (iii) stating the date, place and time of that meeting; and
 - (iv) informing the Member that the Member may do either or both of the following:
 - (A) attend in person or by teleconference and speak at that meeting;
 - (B) submit to the Board at or before the date of the meeting, written representations relating to the resolution.
- (d) At a meeting of the Board held as referred to in **clause 12.1(c)**, the Board must:
 - (i) give the Member an opportunity to make oral representations;
 - (ii) give due consideration to any written representations submitted to the Board by the Member at or before the Board meeting; and

- (iii) by a resolution, determine whether to confirm or to revoke the resolution under **clause 12.1(a)**. A resolution to confirm the resolution under **clause 12.1(a)** requires the affirmative votes of at least seventy-five per cent (75%) of the Directors voting in the Board meeting.
- (e) The Member must be notified in writing of the decision of the Board within seven (7) days. If the Board resolves to confirm the expulsion or suspension, the Member must also be notified of the right of appeal available under **clause 12.2**.
- (f) A resolution confirmed by the Board under **clause 12.1(d)** does not take effect:
 - (i) until the expiration of the period within which the Member is entitled to appeal against the resolution where the Member does not exercise the right of appeal within that period; and
 - (ii) where, within that period, the Member exercises the right of appeal, unless and until the Disciplinary Committee confirms the resolution pursuant to **clause 12.2(d)(ii)**.

12.2 Right of Appeal of Disciplined Member

- (a) The Board will, in respect of any appeal under this **clause 12.2**, establish a Disciplinary Committee. The Disciplinary Committee will comprise of an independent panel of three (3) experts, all chosen by the Board. The experts will be chosen based upon the nature of the alleged misconduct by the Member. The Disciplinary Committee may seek advice from any relevant source.
- (b) A Member may appeal to the Disciplinary Committee against a resolution of the Board, which is confirmed under **clause 12.1(d)**. Written notice of such an appeal must be lodged with the Secretary within seven (7) days of service of the notice required under **clause 12.1(e)**.
- (c) Within thirty-five (35) days after receipt of a notice of appeal from the Member pursuant to **clause 12.2(b)**, the Disciplinary Committee must convene a meeting.
- (d) At the Disciplinary Committee meeting convened under **clause 12.2(c)**:
 - (i) the Member must be given the opportunity to state their case orally or in writing, or both using any technology (reasonably available to the Board) that gives the Member a reasonable opportunity to do so; and
 - (ii) the Disciplinary Committee must vote by ballot on the question of whether the resolution will be confirmed.
- (e) The Disciplinary Committee's decision, pursuant to **clause 12.2(d)(ii)**, is final. The Member is not entitled to appeal the Disciplinary Committee's decision.
- (f) The Member the subject of these disciplinary procedures is entitled to:
 - (i) subject to **clause 12.2(f)(ii)**, bring a support person to any meeting with the Disciplinary Committee or the Board, which meetings are being held pursuant to this **clause 12**; and
 - (ii) if the support person is legally qualified, the Member must notify the Disciplinary Committee or the Board (as the case may be) at least five (5) Business Days before the meeting that the support person attending the meeting will be legally qualified.

- (g) Natural justice will be applied during every disciplinary process under this **clause 12**, requiring the Board and Disciplinary Committee to act fairly, in good faith and without bias or conflict of interest when making its decision.

13 Resolution of Disputes Between Members

- (a) Disputes between Members (in their capacity as Members) shall be referred to the Board which must take steps to resolve the dispute.
- (b) If a dispute so referred is not resolved to the satisfaction of any party to the dispute within thirty (30) days of its being referred, then that party may refer the dispute to mediation before a mediator appointed by mutual agreement of the parties.
- (c) Failing agreement by the parties to the appointment of a mediator within fourteen (14) days of a party notifying the other party of its intention to refer the dispute to mediation, the appointment of the mediator shall be made by the President of the Law Institute of Victoria.
- (d) The costs of the mediator appointed pursuant to **clause 13(b)** or **clause 13(c)** (as the case may be) shall be shared equally between the Members party to the dispute.
- (e) At least seven (7) days before a mediation session established by a mediator appointed pursuant to **clause 13(b)** or **clause 13(c)** (as the case may be) is to commence, the parties to the dispute are to exchange statements of the issues that are in dispute between them and supply copies to the mediator.

GENERAL MEETINGS

14 Convening of General Meetings

14.1 AGMs

The Board must convene AGMs in accordance with the requirements of the Corporations Act.

14.2 Convening of General Meetings

- (a) A minimum of three (3) Directors may, whenever those Directors think fit, convene a general meeting of the Company.
- (b) The Members may call a general meeting, and the Company will do so, in accordance with the provisions of Part 2G.2 of the Corporations Act pertaining to the rights of members to call a general meeting.
- (c) A general meeting of the Company may be convened at two (2) or more venues using any technology that gives the Members a reasonable opportunity to participate in the meeting.

15 Notice of General Meeting

- (a) Subject to consent to shorter notice being given in accordance with the Corporations Act, at least twenty-one (21) days' notice of any general meeting must be given specifying:
 - (i) the place, day and hour of the meeting;

- (ii) the general nature of any business to be transacted at the meeting;
 - (iii) if a Special Resolution is to be proposed, the details of and intention to propose it;
 - (iv) if the meeting is to be held in two or more places, the technology that will be used to facilitate this; and
 - (v) any other information required by the Corporations Act.
- (b) The failure to give notice of any general meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice will not invalidate the proceedings at, or any resolution passed at, the meeting.
- (c) Subject to **clause 15(b)**, written notice of every general meeting must be given in any manner authorised by this Constitution to:
- (i) every Member;
 - (ii) every Director; and
 - (iii) the auditor for the time being of the Company (if any).

16 Cancellation or Postponement of General Meeting

16.1 Cancellation or Postponement of General Meeting

- (a) Subject to the provisions of the Corporations Act and this Constitution, the Board may cancel a general meeting of the Company:
- (i) convened by the Board; or
 - (ii) which has been convened by the Members pursuant to **clause 14.2(b)** upon receipt by the Company of a written notice withdrawing the requisition signed by the Members who convened the meeting.
- (b) The Board may postpone a general meeting or change the venue at which it is to be held. No business shall be transacted at any postponed meeting other than the business stated in the notice to the Members relating to the original meeting.
- (c) Where any general meeting is cancelled or postponed or the venue for a general meeting is changed, the Board must notify in writing each person entitled to receive notice of the meeting of the cancellation, the change of venue or the postponement of the meeting by any means permitted by this Constitution and in the case of the postponement of a meeting, the new place, date and time for the meeting.

16.2 Failure to Notify in Writing

Any failure to notify in writing any person entitled to receive notice of the meeting or failure of a person to receive a written notice shall not affect the validity of the cancellation, the change of venue or the postponement of the meeting.

PROCEEDINGS AT GENERAL MEETINGS

17 Quorum

- (a) No business may be transacted at any general meeting unless there is a quorum of Members Present at all times during the meeting.

- (b) Eleven (11) Members Present shall constitute a quorum for all general meetings, unless there are fewer than eleven (11) Voting Members of the Company, in which case the number of Members Present which is equivalent to the number of Voting Members shall constitute a quorum.
- (c) If within thirty (30) minutes after the time appointed for holding a general meeting a quorum is not present:
 - (i) the meeting, if convened upon the requisition of Members, shall be dissolved; or
 - (ii) in any other case:
 - (A) it will stand adjourned to such other day time and place as the Board may by notice to the Members appoint; and
 - (B) if at such adjourned meeting a quorum is not present within thirty (30) minutes after the time appointed for the holding of the meeting, the meeting shall be dissolved.

18 Chairperson's Role at General Meetings

- (a) The Chair shall preside as Chairperson at each general meeting.
- (b) Where a general meeting is held and:
 - (i) there is no Chair; or
 - (ii) the Chair is not present within thirty (30) minutes after the time appointed for the holding of the meeting or, if present, is unwilling to act as Chairperson of the meeting,then the following person will be Chairperson in lieu of the Chair in the order of availability set out below:
 - (iii) President;
 - (iv) another Director chosen by the Directors Present at the meeting; and
 - (v) a Voting Member chosen by a majority of the Members Present.
- (c) The rulings of the Chairperson of a general meeting on all matters relating to the order of business, procedure and conduct of the meeting shall be final and no motion of dissent from such rulings shall be accepted.

19 Adjournments

- (a) The Chairperson of a general meeting at which a quorum is present:
 - (i) may adjourn a meeting with the consent of the meeting; and
 - (ii) must adjourn the meeting if the meeting so directs,to a time and place as determined.
- (b) No business may be transacted at any adjourned general meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) A resolution passed at a meeting resumed after an adjournment is passed on the day it was passed, and not on the date of the original meeting.

- (d) It is not necessary to give any notice of an adjournment of a general meeting or of the business to be transacted at the adjourned meeting except if the meeting is adjourned for thirty (30) days or more in which case notice of the adjourned meeting must be given as in the case of an original meeting.

20 Determination of Questions

- (a) At any general meeting a resolution to be considered at the meeting shall be decided on a show of hands unless a poll is demanded by:
- (i) the Chairperson of the meeting; or
 - (ii) at least two (2) Members Present (or, if the Company ever has a sole Voting Member, by that Voting Member being a Member Present).
- (b) Before a vote on a resolution is taken, the Chairperson must inform the meeting whether any proxy votes have been received and how the proxy votes are to be cast.
- (c) A declaration by the Chairperson of the result of a vote on a resolution by a show of hands and an entry to that effect contained in the minutes of the proceedings of the Company which has been signed by the Chairperson of the meeting or the next succeeding meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

21 Polls

- (a) A poll may be demanded by a Member Present:
- (i) before a vote on a resolution 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.
- (b) If a poll is demanded it must be taken in such manner and at such time and place as the Chairperson of the meeting directs subject to **clause 21(e)**.
- (c) The result of the poll shall be taken to be the resolution of the meeting at which the poll was demanded.
- (d) The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- (e) A poll demanded on the election of a Chairperson or any question of adjournment of the meeting must be taken immediately.
- (f) The demand for a poll may be withdrawn.

22 Voting Rights

A Voting Member has one (1) vote, both on a show of hands and a poll.

23 Disqualification

No person other than:

- (a) a Voting Member; or
 - (b) a proxy or attorney of a Voting Member,
- shall be entitled to vote at a general meeting.

24 Objection to Qualification to Vote

Any challenge as to the qualification of a person to vote at a general meeting or the validity of any vote tendered may only be raised at the meeting and must be determined by the Chairperson, whose decision shall be final and conclusive, and a vote allowed by the Chairperson shall be valid for all purposes.

25 Persons of Unsound Mind and Minors

- (a) A Voting Member:
 - (i) of unsound mind; or
 - (ii) whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
 - (iii) who is a minor,may vote whether on a show of hands or on a poll by that Voting Member's committee or by such other person as properly has the management or guardianship of that Voting Member's estate or by the public trustee (as the case may be) and the committee or other person or trustee may vote by proxy.
- (b) Any person having the right of management or guardianship of the person or estate in respect of a Voting Member as referred to in **clause 25(a)** must not exercise any of the rights conferred under that clause unless and until the person has provided to the Board satisfactory evidence of the appointment of the person accordingly.

26 No Casting Vote

In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands is taken or at which the poll is demanded is not entitled to a casting vote in addition to a deliberative vote.

27 Right of Non-Members to Attend General Meeting

- (a) The Chairperson of a general meeting may invite any person who is not a Member to attend and address a meeting.
- (b) Any auditor and any Director of the Company shall be entitled to attend and address a general meeting.

PROXIES

28 Right to Appoint Proxies

- (a) A Voting Member may appoint a person as the Voting Member's proxy to attend and vote for the Voting Member at the meeting.

- (b) If a Voting Member appoints a proxy, the proxy is entitled to vote on a show of hands and on a poll.

29 Appointing a Proxy

29.1 Appointing a Proxy

The instrument appointing a proxy must be in writing signed by the appointor or the appointor's attorney duly authorised in writing or, if the appointor is a body corporate or club (should that type of Membership be permitted pursuant to **clause 7(d)**), signed by an authorised officer or attorney of the corporation or club.

29.2 Instrument of Proxy

- (a) The instrument of proxy is valid if it contains the following information, and any additional information required by the Corporations Act:
- (i) the name and address of the Voting Member;
 - (ii) the name of the Company;
 - (iii) the proxy's name or the name of the office of the proxy; and
 - (iv) the meetings at which the instrument of proxy may be used.
- (b) An instrument of proxy may be expressed to be a standing appointment. An instrument of proxy for a specified meeting is only valid for that meeting and any postponement or adjournment of that meeting.
- (c) An instrument of proxy shall not be treated as invalid merely because it does not specify all of the information required by **clause 29.2(a)**.
- (d) An instrument of proxy may be revoked at any time by notice in writing to the Company.

30 Lodgement of Proxies

- (a) An instrument appointing:
- (i) a proxy and the power of attorney or other authority (if any) under which it is signed or executed or a certified copy of that power or authority; or
 - (ii) an attorney to exercise a Voting Member's rights at a general meeting or a certified copy of that power of attorney,
- must be deposited at the Office or at such other place as is specified for that purpose in the notice convening the general meeting not less than forty-eight (48) hours (or such shorter period as the Board may allow) before the time appointed for the holding of the meeting or adjourned meeting as the case may be at which the person named in the instrument proposes to vote. In default, the instrument of proxy or the power of attorney will not be treated as valid.
- (b) For the purposes of this **clause 30** it will be sufficient that any document required to be lodged by a Voting Member be received in legible form by email at the place at which the document is required to be delivered by the Voting Member and the document shall be regarded as received at the time the email was received at that place.
- (c) For the purposes of this **clause 30** it will be sufficient that any document required to be lodged by a Voting Member be received in legible form by email if the

notice of meeting so permits at the address and in the form specified in the notice and the proxy shall be regarded as received at the time of the receipt of the email or other electronic transmission by the Company.

31 Validity of Proxies

- (a) A vote exercised pursuant to an instrument of proxy, a power of attorney or other instrument of appointment is valid notwithstanding:
 - (i) the death or unsoundness of mind of the Voting Member;
 - (ii) the bankruptcy of the Voting Member; or
 - (iii) the revocation of the instrument of proxy or the power of attorney or any instrument under which the instrument or the power was granted,if the Company has not received at its Office written notice of the death, unsoundness of mind, bankruptcy or revocation at least twenty-four (24) hours (or such shorter period as the Board may allow) before the time appointed for the holding of the general meeting or adjourned meeting, as the case may be, at which the instrument of proxy or the power of attorney is exercised.
- (b) A proxy who is not entitled to vote on a resolution as a Voting Member may vote as a proxy for another Voting Member who can vote if the appointment specifies the way the proxy is to vote on the resolution and the proxy votes that way.
- (c) Except on a show of hands, a proxy may vote as more than one (1) Voting Member if the proxy holds appointments for those Voting Members which specify the way the proxy is to vote on the resolution and the proxy votes that way.

32 Rights of Proxies and Attorneys

- (a) The instrument appointing a proxy will be taken to confer authority to demand or join in demanding a poll.
- (b) Subject to **clause 32(c)**, unless a Voting Member by the instrument of proxy directs the proxy to vote in a certain manner, the proxy may vote as the proxy thinks fit on any motion or resolution. Otherwise the proxy shall follow the voting instructions contained in the instrument of proxy.
- (c) A proxy will not be revoked by the appointor of the proxy attending and taking part in any general meeting, but if the appointor of the proxy votes on a resolution, either on a show of hands or on a poll, the person acting as proxy for the appointor of the proxy shall not be entitled to vote in that capacity in respect of the resolution.
- (d) The Chairperson of a general meeting may require any person acting as a proxy to establish to the satisfaction of the Chairperson that he or she is the person nominated as proxy in the form of proxy lodged under this Constitution. If the person is unable to establish their identity he or she may be excluded from voting either upon a show of hands or upon a poll.

APPOINTMENT AND REMOVAL OF DIRECTORS

33 Number and Appointment of Directors

33.1 Number of Directors

- (a) The Board of Directors shall consist of not fewer than seven (7) and not more than ten (10) persons.
- (b) Subject to section 201P of the Corporations Act, the Board may by resolution vary the number of Directors holding office from that referred to in **clause 33.1(a)**.

33.2 Composition of Board

The Board shall consist of:

- (a) seven (7) Elected Directors; and
- (b) up to three (3) Appointed Directors appointed by the Board from time to time, the number of whom shall be determined by the Board.

33.3 Initial Board, President and Chair

- (a) The Directors to hold office at Registration shall be:
 - (i) the seven (7) individuals who are elected to be inaugural Elected Directors; and
 - (ii) the three (3) individuals who are elected to be inaugural Appointed Directors,of the Company at a meeting of the Incorporated Association held just before Registration (**Initial Directors**). The roles of initial Chair and initial President shall also be elected at that meeting from the Initial Directors.
- (b) Of the initial Elected Directors:
 - (i) two (2) shall hold office until the second (2nd) AGM following Registration;
 - (ii) two (2) shall hold office until the third (3rd) AGM following Registration; and
 - (iii) three (3) shall hold office until the fourth (4th) AGM following Registration,but will be eligible to be re-elected for up to two (2) further terms of three (3) years each.
- (c) Of the initial Appointed Directors:
 - (i) one (1) shall hold office until the first (1st) AGM following Registration;
 - (ii) one (1) shall hold office until the second (2nd) AGM following Registration; and
 - (iii) one (1) shall hold office until the third (3rd) AGM following Registration, but will be eligible to be re-elected for up to two (2) further terms of three (3) years each.

- (d) At the first meeting of the Board following Registration, the initial Directors shall determine from among themselves who will hold each initial term length referred to in **clause 33.3(b)** and **clause 33.3(c)**, and if they do not reach such agreement, then the President shall make the determination.

33.4 Elected Directors

- (a) Subject to **clause 35(c)**, at all times, at least three (3) of the Elected Directors must be Current Players.
- (b) An Elected Director must be a Voting Member at all times.
- (c) Other than in the case of the Initial Directors, nominations of candidates for election as Elected Directors:
 - (i) shall be in writing in a form prescribed by the Board signed by two (2) Voting Members and be accompanied by the written consent of the nominee (which may be endorsed on the nomination); and
 - (ii) shall be delivered to the Secretary (or other person authorised by the Board for the purpose) not later than close of business fifteen (15) Business Days before the day fixed for the holding of the AGM at which the election is to take place.
- (d) If insufficient nominations are received to fill all positions on the Board which are to be filled at the election, the candidate or candidates nominated shall be deemed to be elected and further nominations shall be received at the AGM at which the election is to take place.
- (e) If insufficient further nominations are received, any unfilled positions remaining on the Board shall be deemed to be casual vacancies.
- (f) If the number of nominations received is equal to the number of positions to be filled, the persons nominated shall be taken to be elected.
- (g) If the number of nominations received exceeds the number of positions to be filled, a ballot shall be held.
- (h) Any references in this **clause 33.4** to the number of positions to be filled shall include the required number of Current Players on the Board.

33.5 Appointed Directors

- (a) The Board may appoint Appointed Directors to the Board at any time to fill the positions provided for in **clause 33.2(b)**.
- (b) An Appointed Director shall be a person with specific skills or experience required by the Company or for a project or program the Company may undertake. A matrix of the types of skills, experience or other attributes that may be relevant for selection of an Appointed Director may be the subject of a Board Charter.
- (c) An Appointed Director may, but need not, be a Member.

33.6 Term

- (a) Subject to **clauses 33.3(b)** and **33.3(c)(iii)**:
 - (i) Directors shall hold office for a term of three (3) years, but shall be eligible for reappointment or re-election for further terms of three (3) years each; and

- (ii) Directors shall not hold office for more than nine (9) consecutive years.
- (b) Once a Director has served the maximum consecutive term referred to in **clause 33.6(a)** (or a longer maximum consecutive term in accordance with **clause 33.3(b)(iii)**), the Director is ineligible for reappointment or re-election to the Board until after a period of at least three (3) years has expired since the expiry of the Director's previous term on the Board.

33.7 Office Bearers

- (a) The Board shall, at the first meeting of the Board held after Registration and thereafter at the first meeting of the Board held after an Office Bearer has retired, appoint from among the Directors sitting on the Board at the time of the Board meeting:
 - (i) a Chair;
 - (ii) a President, who must be a Voting Member; and
 - (iii) such additional Office Bearer positions as the Board deems necessary from time to time,should the position be vacant.
- (b) The Office Bearers shall hold office for a term of three (3) years (or a shorter period, if the Office Bearer has less than three (3) years remaining in their term as a Director), but shall be eligible for reappointment for terms of three (3) years each, provided that Office Bearers shall not hold office beyond their retirement or removal from the Board as a Director (and additionally, in the case of the President, beyond their resignation or removal as a Voting Member).
- (c) There is no maximum consecutive number of terms for which Office Bearers can be appointed to Office Bearer positions.
- (d) A Director may simultaneously hold more than one Office Bearer position.

34 Board May Act Despite Vacancy

The Board may act despite any vacancy in their body, but if the number falls below the minimum fixed in accordance with **clause 33.1** the Board may act:

- (a) for the purpose of:
 - (i) increasing the number of Directors to the minimum; or
 - (ii) convening a general meeting; or
 - (b) in emergencies,
- but for no other purpose.

35 Vacation of Office

- (a) Any Director may resign from office on giving written notice to the Company at the Office of his intention to resign and the resignation shall take effect at the time expressed in the notice (provided the time is not earlier than the date of delivery of the written notice to the Company).
- (b) The office of a Director shall become vacant if the Director:
 - (i) dies;

- (ii) is an Elected Director and ceases to be a Voting Member;
 - (iii) becomes bankrupt or makes any arrangement or composition with creditors generally;
 - (iv) becomes prohibited from being a director of, or managing, a company by reason of any order made under the Corporations Act;
 - (v) becomes of unsound mind or a person whose personal estate is liable to be dealt with in any way under the law relating to mental health;
 - (vi) is removed from office by the Company in general meeting;
 - (vii) resigns by notice in writing to the Company; or
 - (viii) is absent without permission of the Board from three (3) consecutive meetings of the Board (unless the Board resolves that the Director should not vacate from their office as Director).
- (c) If a Director ceases to be a Current Player, and that results in the Company having fewer than three (3) Current Players on the Board as required by **clause 33.4(a)**, that Director may continue to hold office until the end of their term, and the Board may have fewer than three (3) Current Players on the Board until the end of that Director's term.

36 Filling of Vacancies on the Board

- (a) In the event of a casual vacancy occurring on the Board:
 - (i) in relation to an Elected Director vacancy, the Board can appoint a Voting Member (subject to complying with **clause 33.4(a)**) to hold office until the next AGM, at which point the Members shall elect a Voting Member to fill the balance of the vacating Director's term, if there is any; and
 - (ii) in relation to an Appointed Director vacancy, the Board can appoint any person to fill that vacancy in accordance with **clause 33.5**.
- (b) Any Director appointed pursuant to **clause 36(a)(ii)** shall hold office for a full new term of three (3) years.
- (c) Time spent filling a vacancy pursuant to **clause 36(a)(i)** shall not count towards a Director's maximum consecutive term under **clause 33.6(a)(ii)** (but time spent filling a vacancy pursuant to **clause 36(a)(ii)** shall count).

37 Office Bearer Vacancies

- (a) In the event of a vacancy occurring in the position of the President, another Director (elected by the Directors at the next meeting of the Board) who is a Voting Member shall assume office in the vacated position, for the balance of the term of the vacating President, or until such time as he or she ceases to be a Director, whichever is earlier.
- (b) In the event of a vacancy occurring in an Office Bearer position other than the President, another Director (elected by the Directors at the next meeting of the Board) shall assume office in the vacated position for the balance of the term of the vacating Office Bearer, or until such time as he or she ceases to be a Director, whichever is earlier.

- (c) If any Office Bearer is temporarily absent or temporarily unable to perform their duties, the Board may authorise another Director to act in the vacant position during the absence or inability of the Office Bearer.

38 Alternate Directors

Alternate Directors shall not be permitted.

DELEGATES

39 Delegates

- (a) The Company shall have Delegates who are elected in accordance with the Board Charter (as it is approved by the Board from time to time under **clause 56**) whose role will include to:
 - (i) attend an annual Delegates conference convened by the Company;
 - (ii) be a conduit between the Board and those Members who are Current Players; and
 - (iii) educate, communicate with and represent the Members, including in relation to collective issues as described in **clause 40**.
- (b) Delegates shall also have such powers and duties as determined by the Board from time to time as set out in the applicable Board Charter.

COLLECTIVE AGREEMENTS

40 Collective Agreements

Each Member:

- (a) authorises the Company to enter into such Cricket Collective Agreements as the Board sees fit (having regard to the objects of the Company) for and on behalf of that Member;
- (b) upon becoming a Member, approves any Cricket Collective Agreements which are already in place (to the extent to which that Member has not already);
- (c) agrees that the terms and conditions of any Cricket Collective Agreements may include the provision of funding or other benefits to the Company and that such shall not constitute a breach of duty by the Company to the Member, except where the Company has not acted in good faith;
- (d) upon ceasing to be a Member, agrees that the Cricket Collective Agreements may no longer apply to that former Member in that former Member's capacity as a Member (although may continue to apply through some other means); and
- (e) acknowledges and agrees that not every Cricket Collective Agreement will be in the best interests of that Member.

41 Member Attributes

- (a) Each Member irrevocably grants the Company during the term of the MOU (and any successor agreements to the MOU), which may be in force during the period

of their Membership of the Company, the legally binding authority to approve the use by CA, State Associations, Territory Associations and/or W/BBL Teams or their licensees of their Attributes in any trading cards, electronic or digital games or Team-Based Licensed Products on the basis that:

- (i) the Member shall be entitled to payments in accordance with article 15 of the MOU (and any equivalent provision in successor agreements to the MOU) for any such use of their Attributes in any Team-Based Licensed products; and
 - (ii) the Member shall not be entitled to any payments for any such use of their Attributes in trading cards or in connection with electronic and digital games on the basis that CA, the State Association, Territory Association or W/BBL Team agree that all payments which would otherwise be paid to players in relation to trading cards or in connection with electronic and digital games will be paid to the Company in order to reduce the annual Subscriptions that would otherwise be payable by Members.
- (b) Without limiting the generality of **clause 40**, each Member irrevocably:
- (i) grants the Company the legally binding authority to enter into any Cricket Collective Agreement during the period of their Membership; and
 - (ii) provides a legally binding approval of any Cricket Collective Agreements which are already on foot at the commencement of that Member's Membership,
- which may provide that during the term of such Cricket Collective Agreement:
- (iii) any of:
 - (A) CA;
 - (B) a State Association;
 - (C) a Territory Association; and/or
 - (D) W/BBL Team or their licensees,
 may use their Attributes where he or she is a Surrounding Player in a Surrounding Player Licensed Product (that is, where the Member is a player surrounding the featured player(s) in a player-based CA or CA-licensed product); and
 - (iv) any such use may be on the basis that he or she will not be entitled to any payments under the terms of such Cricket Collective Agreement for such use.

42 Copies of Breach Notices and Information

- (a) Each Member authorises the Company to:
 - (i) receive, collect and use information for the benefit of the Member (or Members or class of Members) (including notices and copies of contracts), that may include Personal Information of the Member, relating to any breach (or alleged or potential breach) by the Member (or a class of persons of which the Member forms part) of any code of

conduct or behaviour, playing condition, rule, guideline, policy and/or contract with a third party;

- (ii) analyse and/or provide advice to the Member regarding an alleged breach, penalty or sanction referred to in **clause 42(a)(i)**;
- (iii) make submissions or engage in advocacy on behalf of the Member;
- (iv) provide welfare and counselling support to the Member,
- (all of which are collectively the **Authorised Purpose**); and
- (v) disclose the Personal Information referred to in **clauses 42(a)(i) to 42(a)(iv)** to its external advisers and consultants for the Authorised Purpose,

on the proviso that the Company will only use the Personal Information for the Authorised Purpose and comply with provisions of the Privacy Act as it relates to Personal Information.

- (b) A Member may, by written notice (in a form approved by the Board) to the President, revoke the authority granted by **clause 42(a)**.

POWERS AND DUTIES OF DIRECTORS

43 Powers of Directors

The control, management and conduct of the Company shall be vested in the Board who shall exercise all such powers of the Company as are not by the Corporations Act or by this Constitution required to be exercised in any other manner.

44 Negotiable Instruments

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, all requests or arrangements for electronic fund transfers and all receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed as the case may be by two (2) people authorised by resolution of the Board. The Board may authorise:

- (a) a Director(s);
 - (b) the Secretary; or
 - (c) another staff member of the Company,
- to sign such instruments.

45 Conferment of Powers

- (a) The Board may from time to time confer upon any Director for the time being or any other person as they may select such of the powers exercisable under this Constitution by the Board as it may think fit for such time and to be exercised for such purposes and on such terms and conditions and with such restrictions as it may think expedient.
- (b) Powers conferred under this **clause 45** may be exercised concurrently with the powers of the Board in that regard and the Board may from time to time withdraw, revoke or vary all or any of such powers.

DIRECTORS' DISCLOSURE OF INTEREST

46 Contracts

- (a) The Company may enter into contracts or arrangements with other companies or bodies in which a Director has an interest, provided it does so according to the usual commercial terms and conditions which apply to such contracts or arrangements.
- (b) Any interest of a Director must be dealt with in accordance with the provisions of the relevant legislation, being the Corporations Act, which shall include disclosing an interest and having the Secretary record all declarations in the minutes of the relevant meeting.
- (c) Subject to **clause 46(b)**, a Director who has an interest in a contract or arrangement made by the Company and has disclosed this interest to the Board may:
 - (i) be present while the matter is being considered at a meeting;
 - (ii) vote on the matter;
 - (iii) be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;
 - (iv) sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
 - (v) vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.
- (d) A Director's failure to make disclosure under this **clause 46** does not render void or voidable a contract or arrangement in which the Director has a direct or indirect interest.
- (e) A general notice given to the Board by a Director that the Director is an officer, a member of, or otherwise interested in any specified corporation or firm stating the nature and the extent of the Director's interest in the corporation or firm shall, in relation to any matter involving the Company and that corporation or firm after the giving of the notice, be a sufficient disclosure of the Director's interest, provided that the extent of the interest is no greater at the time of first consideration of the relevant matter by the Board than was stated in the notice.

PROCEEDINGS OF DIRECTORS

47 Meetings of Directors

- (a) The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings and proceedings as it thinks fit, provided that the Board must meet not fewer than three (3) times each calendar year.
- (b) A Director may at any time, and the Secretary upon the request of a Director shall, convene a meeting of the Board by giving at least twenty-four (24) hours' notice of the meeting to all Directors, provided that the Director or Secretary

must have used their best endeavours to ensure that the notice was properly served and received.

- (c) Notice of a meeting of the Board need not be in writing.
- (d) Subject to **clause 47(e)**, a Board meeting may be convened or held using any technology consented to by a majority of Directors. The consent may be a standing one. A Director may withdraw consent to the use of a particular technology within a reasonable time period before a Board meeting.
- (e) The particular technology used to convene or hold a Board meeting, pursuant to **clause 47(d)**, must be of a type that is available and accessible to all Directors who wish to attend the Board meeting.
- (f) All resolutions of the Directors passed at a meeting of the Board where a quorum is present but where notice of the meeting has not been given as required to each Director, or any act carried out pursuant to such resolution shall, provided each Director to whom notice was not given subsequently agrees to waive the same, be as valid as if notice of the meeting had been duly given to all Directors. Attendance by a Director at a meeting of Directors waives any objection which that Director may have to a failure to give notice of the meeting.

48 Quorum

- (a) The quorum necessary for the transaction of the Board's business is the number of Directors Present who represents a majority (rounded up to the nearest integer) of the total number of Directors.
- (b) A quorum must be present at all times during the meeting in order for business to be transacted.
- (c) A Director who is disqualified from voting on a matter pursuant to **clause 46** shall be counted in the quorum despite that disqualification.

49 Chairperson's Role at Board Meetings

- (a) The Chair of the Board shall be the Chairperson.
- (b) The Chair shall, if present, preside as Chairperson of every meeting of the Board.
- (c) If a meeting of Board is held and the Chair is:
 - (i) not present within fifteen (15) minutes after the time appointed for the holding of the meeting; or
 - (ii) if present, does not wish to chair the meeting,then the President shall preside as Chairperson. If the President is:
 - (iii) not present within fifteen (15) minutes after the time appointed for the holding of the meeting; or
 - (iv) if present, does not wish to chair the meeting,then the other Directors Present must elect one of their number to be Chairperson of the meeting.

50 Voting

- (a) A resolution of the Board must be passed by a majority of votes of the Directors Present at the meeting who vote on the resolution. A resolution passed by a majority of the votes cast by the Directors will for all purposes be taken to be a determination of the Board.
- (b) Each Director shall have one (1) vote.
- (c) In case of an equality of votes at a meeting of the Board, the Chairperson is not entitled to a casting vote in addition to a deliberative vote.

51 Resolutions by Directors

- (a) The Board may pass a resolution without a Board meeting being held if the majority of the Directors sign a document containing a statement that they are in favour of the resolution set out in that document. For this purpose, signatures can be contained in more than one (1) document.
- (b) A email transmission which is received by the Company and which purports to have been signed by a Director shall for the purposes of this **clause 51** be taken to be in writing and signed by that Director at the time of the receipt of the email transmission by the Company in legible form.
- (c) An email transmission which is received by the Company and which purports to have been sent by a Director shall for the purposes of this **clause 51** be taken to be in writing and signed by that Director at the time of the receipt of the email transmission by the Company.
- (d) A vote made by a Director using an online voting platform operated or commissioned by the Company shall for the purposes of this **clause 51** be taken to be in writing and signed by that Director at the time the vote was received by the online voting platform.
- (e) Any decisions made under **clauses 51(a) to 51(d)** shall be tabled at the next Board meeting.

52 Committees

- (a) The Board may form and delegate any of its powers to a Committee consisting of such Directors and other persons as it thinks fit, so long as (subject to **clause 52(f)**) each Committee includes at least two (2) Directors, one (1) of whom must preside as the chair of the Committee, and may from time to time revoke such delegation.
- (b) The Board has the power to require any Committee to have all decisions made by that Committee ratified by the Board.
- (c) A Committee must in exercise of the powers delegated to it conform to any directions and restrictions that may be imposed on it by the Board. A power so exercised shall be taken to be exercised by the Board.
- (d) The meetings and proceedings of any Committee consisting of more than one person will be governed by the provisions for regulating the meetings and proceedings of the Board contained in this Constitution.

- (e) A minute of all the proceedings and decisions of every Committee shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Board are required by the Corporations Act and this Constitution to be made entered and signed. A copy of such Committee minutes shall be tabled at the next Board meeting.
- (f) The Board may also delegate powers to the ACRA Board of Management, so long as the ACRA Board of Management has at least one (1) Director and is presided over by a Director or an independent chair, in relation to ACRA on conditions it deems appropriate, such as those set out in this **clause 52** for Committees, and may from time to time revoke such delegation.

53 Validation of Acts of Directors

All acts done:

- (a) at any meeting of the Board; or
- (b) by any person acting as a Director,

shall, even if it is discovered afterwards that there was a defect in the appointment or continuance in office of any such Director or person or that they or any of them were disqualified or were not entitled to vote, be as valid as if every such person had been duly appointed or had continued in office and was duly qualified to be a Director and had been entitled to vote.

MINUTES

54 Minutes

- (a) The Board must cause minutes to be kept in such a manner as is required by the Corporations Act for the purposes of recording:
 - (i) the names of the Directors Present at each meeting of the Board and of Directors Present at each meeting of any Committee;
 - (ii) all orders, resolutions and proceedings of general meetings and of meetings of the Board and of Committees; and
 - (iii) such matters as are required by the Corporations Act to be recorded in the record books of the Company including, without limitation, all declarations made or notices given by any Director of their interest in any contract or proposed contract or the holding of any office or property whereby any conflict of duty or interest may arise.
- (b) Such minutes shall be signed by the Chairperson of the meeting, or the Chairperson of the next succeeding meeting, and minutes which purport to be signed accordingly shall be received in evidence without any further proof as sufficient evidence that the matters and things recorded by such minutes actually took place or happened as recorded and of the regularity of such matters and things and that the same took place at a meeting duly convened and held.

SECRETARY

55 Appointment and Tenure

- (a) There must be at least one Secretary appointed by the Board for a term and on conditions determined by the Board.
- (b) The Board may remove any Secretary so appointed.
- (c) The Secretary appointed under **clause 55(a)** shall be the Company Secretary for the purposes of the Corporations Act.

BOARD CHARTERS**56 Board Charters**

- (a) The Board may from time to time make such Board Charters as are in its opinion necessary and desirable for the proper control, administration and management of the Company's affairs, operations, finances, interests, effects and property including (without limitation in relation to the operation of the Board, the role of Committees and Delegates and the preferred attributes of Appointed Directors) and to amend and repeal those Board Charters from time to time
- (b) A Board Charter must be subject to this Constitution and must not be inconsistent with any provision contained in this Constitution.
- (c) When in force, a Board Charter is binding on the Members and has the same effect as this Constitution.
- (d) The Board will adopt such measures as it deems appropriate to bring to the notice of the Members all Board Charters, amendments and repeals.

EXECUTION OF DOCUMENTS**57 Execution of Documents**

- (a) Without limiting the manner in which the Company may execute any contract, including as permitted under section 126 of the Corporations Act, the Company may execute any agreement, deed or other document by:
 - (i) two (2) Directors signing the same; or
 - (ii) one (1) Director and one (1) Secretary signing the same.
- (b) Nothing in this Constitution requires the Company to execute any agreement, deed or other document under common seal for the same to be effectively executed by the Company.

ACCOUNTS AND INSPECTION OF RECORDS**58 Accounts and Inspection**

The Board shall:

- (a) cause proper financial records to be kept and must, if required by the Corporations Act, prepare and distribute copies of the financial reports of the Company and a Directors' report;

- (b) where required by the Corporations Act, cause the financial records to be audited or reviewed by a properly qualified auditor or other entity authorised by the Corporations Act; and
- (c) from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them will be open to the inspection of the Members.

NOTICES

59 Service of Notices

- (a) A notice may be given by the Company to any Member by:
 - (i) serving it on the Member personally;
 - (ii) sending it by post to the Member or leaving it at the Member's address shown in the Register or otherwise the address supplied by the Member to the Company for the giving of notices; or
 - (iii) email to the email address supplied by the Member to the Company for the giving of notices.
- (b) Any Member who has not left at or sent to the Office their place of address for inclusion in the Register as the place at which notices may be given to the Member shall not be entitled to receive any notice.
- (c) Subject to this Constitution, a notice may be given under this Constitution to any Director by:
 - (i) serving it on the Director personally;
 - (ii) sending it by post to the Director or leaving it at the Director's usual residential or business address; or
 - (iii) sending it to the email address supplied by the Director to the Company for the giving of notices.
- (d) Subject to this Constitution, a notice may be given by a Member or Director to the Company by:
 - (i) serving it on the Company at the Office;
 - (ii) sending it by post to the Office; or
 - (iii) email to the Company's principal email address.
- (e) Where a notice is sent by post, service of the notice shall be taken to be effected by properly addressing, prepaying and posting a letter containing the notice and shall be deemed to have been effected on the third (3rd) Business Day after the date of posting. Service of a notice to a Member outside Australia shall be deemed to have been made in the ordinary course of the post.
- (f) Where a notice is sent by email or other electronic means, service of the notice shall be taken to be effected by properly addressing and sending the notice and in such case shall be taken to have been effected on the Business Day after it is sent.

- (g) A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a Member by:
 - (i) service on the Member personally;
 - (ii) sending it by post addressed to the person by name or by the title of the representative of the deceased or lunatic or the assignee of the bankrupt or by any like description at the address, if any, within Australia, supplied for the purpose by the person claiming to be entitled;
 - (iii) by giving the notice in any manner in which the same might have been given if the death, lunacy or bankruptcy had not occurred.
- (h) Evidence of service of a notice may be established by proving that the envelope containing the notice and stamped appropriately was properly posted and a certificate given by any Officer of the Company to that effect shall be conclusive evidence of service.

WINDING UP

60 Winding Up

- (a) If any surplus remains following the winding up of the Company, the surplus will not be paid to or distributed among Members, but will be given or transferred to another institution(s) or corporation(s) which has:
 - (i) objects which are similar to the Objects;
 - (ii) a constitution which requires its income and property to be applied in promoting its objects; and
 - (iii) a constitution which prohibits it from paying or distributing its income and property amongst its Members to an extent at least as great as imposed on the Company by **clause 5.2(b)**.
- (b) The identity of the corporation(s) or institution(s) referred to in **clause 60(a)** is to be determined:
 - (i) by the Board; or
 - (ii) if the Board does not decide or does not wish to decide, then by the Members,

in writing at or before the time of dissolution, and failing such determination being made, by application to the Supreme Court of Victoria for determination.

INDEMNITY

61 Indemnity

To the extent permitted by law every Officer or Committee member (and former Officer or Committee member) of the Company shall be indemnified out of the funds of the Company against all costs, expenses and liabilities incurred as such an Officer or Committee member (or former Officer or Committee member). However, no such Officer or Committee member (or former Officer or Committee member) shall be indemnified out of the funds of the Company under this clause unless:

- (a) it is in respect of a liability to another person (other than the Company or a related body corporate to the Company) where the liability to the other person does not arise out of conduct involving a lack of good faith; or
- (b) it is in respect of a liability for costs and expenses incurred:
 - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the Officer or Committee member (or former Officer or Committee member) or in which the Officer or Committee member (or former Officer or Committee member) is acquitted; or
 - (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the Officer or Committee member (or former Officer or Committee member) under the Corporations Act.
- (c) the liability (i.e. costs, expenses and liabilities) and the extent of any liability is covered by the insurance policy maintained by the Company from time to time under **clause 62** and provided that the Officer or Committee member complies with any requirements of that policy.

62 Payment of Indemnity Policy Premium

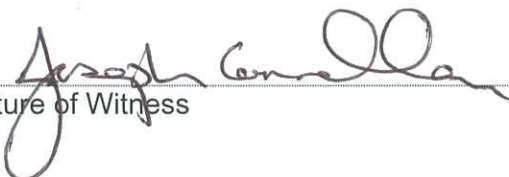
- (a) To the extent permitted by law the Company may at the discretion of the Board enter into and/or pay a premium in respect of a policy of insurance insuring an Officer or Committee member (or former Officer or Committee member) of the Company against any liability incurred by such person in that capacity (whether in respect of acts or omissions prior to or after the date of the issue of the policy or both) except for:
 - (i) a liability arising out of conduct involving a wilful breach of duty in relation to the Company; or
 - (ii) a contravention of sections 182 or 183 of the Corporations Act.
- (b) The Board shall have the discretion to approve the terms and conditions of any such policy of insurance.
- (c) Where an Officer or Committee member (or former Officer or Committee member) has the benefit of an indemnity pursuant to an insurance policy in respect of their actions or omissions, then the Company shall not be required to indemnify the Officer or Committee member under **clause 61**, except to the extent that the indemnity affected by the insurance policy does not fully cover the person's liability.

63 Indemnity to Continue

The indemnity granted by the Company contained in **clauses 61** and **62** shall continue in full force and effect notwithstanding the deletion or modification of that clause, in respect of acts and omissions occurring before the date of the deletion or modification.

We the several persons whose signatures appear hereunder hereby agree to the foregoing constitution:

SIGNED, SEALED AND DELIVERED by)
Brendan Drew in the presence of:)


Signature of Witness


Signature of Brendan Drew

JOSEPH CONNELLAN
Name of Witness
(Please print)

Annexure A Form of Appointment of Proxy

Australian Cricket Players Limited
(incorporated under the *Corporations Act 2001*)

PROXY FORM

1. Your details
(Please print your name and address)

Name of Member _____

Address: _____

City: _____

State: _____

Postcode: _____

Telephone: _____

2. Appoints

Name: _____

(Please print name of proxy)

or failing the person so named, or if no person is named, the **Chairperson of the Meeting** to vote in accordance with the following directions or, if no directions have been given, as the proxy or the Chairperson sees fit at the (Annual) General Meeting of Australian Cricket Players Limited to be held on *[insert date]* commencing at *[insert time]* and at any adjournment thereof.

3. Directions

4. Signature

5. Date