CRICKET VICTORIA

CONSTITUTION

28 JULY 2026

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PREAMBLE

The Victorian Cricket Association (now known as Cricket Victoria) has a long and proud history in the sporting landscape of Victoria, having been formed in 1907 from amongst cricket clubs still recognised as Premier Clubs today. As cricket and the community continue to evolve, Cricket Victoria seeks to foster and uphold both the laws and the spirit of cricket (as outlined in the Preamble to the Laws of Cricket by the Marylebone Cricket Club) - *'an exciting game that encourages leadership, friendship and teamwork, which brings together people from different nationalities, cultures and religions'* - emphasising values such as respect, fairness and self-discipline.

Cricket Victoria seeks to continue to promote cricket as a game that is truly diverse and inclusive.

This Constitution seeks to provide Cricket Victoria with a modern template for governance of the game of cricket in Victoria for all. As the custodian of the game in Victoria, Cricket Victoria seeks to capture, encourage and promote systems of good governance such as compliance, transparency, stakeholder engagement and ethical and responsible decision-making. As the recognised sporting authority for cricket in Victoria and member of Cricket Australia, Cricket Victoria aims to inspire and support all Victorians to love cricket.

We're for cricket!

1. NAME OF THE COMPANY

The name of the Company is Victorian Cricket Association (***CV***).

2. DEFINITIONS AND INTERPRETATIONS

2.1 Definitions

In this Constitution unless the context requires otherwise:

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

Affiliate means any cricket association (including a Regional Association) in the State of Victoria which qualifies as such under **clause 6.7**.

AGM or **Annual General Meeting** means the annual General Meeting of CV required to be held by CV in each calendar year.

Appointed Director means a Director appointed under **clause 16**.

Board or **Directors** means all or some of the Directors of CV acting as a board.

By-Law means a By-Law made under **clause 26**.

CA means Cricket Australia.

CA Constitution means the constitution and includes any by-laws made by CA in force from time to time.

CEO means a person appointed as chief executive officer of CV by the Board under **clause 21**. If a chief executive officer has not been appointed by the Board, all references to ***CEO*** in this Constitution will be taken to refer to the Board.

Chair means the person elected to that office under **clause 19.6(a)**.

Committee means a committee established by the Board under **clause 23**.

Community Cricket Peak Body means each of VCCL, VMCU and VSDCA.

Company Secretary means a person appointed as a company secretary of CV by the Directors under **clause 22**.

Constitution means this Constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution.

Cricket means the game of cricket as recognised by the ICC from time to time.

CV Appeals Tribunal means the tribunal appeals panel appointed by the Directors under **clause 24.3** to hear appeals from decisions of the CV Tribunal and which operates in accordance with the By-Laws.

CV Tribunal means the tribunal panel appointed by the Directors under **clause 24.2** to hear matters as provided under that clause and which operates in accordance with the By-Laws.

Delegate means and includes:

(a) a Representative appointed to represent a Voting Member in meeting or in voting on a resolution in accordance with this Constitution and the Act; and

(b) the Women's Premier Panel Chair,

and where applicable includes any duly authorised alternate Delegate.

Delegates Meeting means a quarterly General Meeting under **clause 11.2(a)**.

Deputy Chair means the person elected to that office under **clause 19.6(c)**.

Director means a director of CV and includes Elected Directors and Appointed Directors.

Elected Director means a Director of CV elected under **clause 15**.

General Meeting means a general meeting of Members and includes a Delegates Meeting and a Special General Meeting.

ICC means International Cricket Council.

ICC Rules and Regulations mean the applicable rules and regulations of the ICC in force from time to time.

Intellectual Property means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to CV or any activity of or conducted, promoted or administered by CV.

Life Member means a Member admitted to membership of CV under **clause 6.3**.

Member means a member of CV under **clause 6**.

Member Disciplinary Committee means a committee appointed by the Directors under **clause 8.1** to hear matters arising from or associated with the alleged conduct of Members.

Member Disciplinary Appeals Panel means an appeals panel appointed by the Directors under **clause 8.7** to hear appeals from decisions of a Member Disciplinary Committee.

Men's Premier Club means any club which has the necessary requirements to qualify and is admitted as such under **clause 6.4** and the By-Laws.

Objects mean the objects of CV in **clause 3.1**.

Official Position means, in connection with any Voting Member, a person who:

(a) is an employee, or holds a position, whether elected or appointed, as president, vice president, chairperson, deputy chairperson, secretary, treasurer, director or equivalent, of that Voting Member or a body corporate or organisation which is owned or controlled by, or has, directly or indirectly, a material ownership or financial interest in that Voting Member; or

(b) has, directly or indirectly, a material ownership or financial interest in that Voting Member.

Premier Club means any of the Men's Premier Clubs and the Women's Premier Clubs, irrespective of whether the men's and women's clubs are fully integrated, co-located, stand-alone or otherwise.

Premier Cricket Competition means the cricket competition/s contested by the Premier Clubs.

Regional Association means such legal entity as is acknowledged and approved by CV as the peak association for the administration of cricket in any geographical region of Victoria designated in the By-Laws from time to time.

Registration means registration or affiliation of a Member, such registration or affiliation being in the form of a signed application form and, in the case of Life Members, their consent to membership of CV as required by **clause 6.2**. ***Registered*** has a corresponding meaning.

Representative means a person (other than a proxy) appointed in accordance with the Act to represent a body corporate.

Rules means rules made by CV or a committee of CV, including Premier Cricket Competition Rules.

Special General Meeting means a General Meeting other than an Annual General Meeting or a Delegates Meeting.

Special Resolution has the same meaning as that given to it in the Act.

VCCL means the Victorian Country Cricket League Inc.

VMCU means the Victorian Metropolitan Cricket Union.

Voting Member means those Members of CV entitled to vote in General Meeting as set out under **clauses 6.1** and **6.2**.

VSDCA means the Victorian Sub-District Cricket Association Inc.

Women's Premier Club means any club which has the necessary requirements to qualify and is admitted as such under **clause 6.4** and the By-Laws.

Women's Premier Panel means the panel constituted as such under the By-Laws and responsible for the representation of the Women's Premier Clubs to CV in accordance with **clause 6.5**.

Women's Premier Panel Chair means the chair of the Women's Premier Panel as elected under **clause 6.5** and the By-Laws.

2.2 Interpretation

In this Constitution unless the context requires otherwise:

(a) (**presence of a Member**) a reference to a Member present at a General Meeting means the Member present in person or by proxy or Delegate/s;

(b) (**document**) a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;

(c) (**gender**) words importing any gender include all other genders;

(d) (**person**) the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;

(e) (**successors**) a reference to an organisation includes a reference to its successors or assigns and includes a merged or amalgamated organisation;

(f) (**singular includes plural**) the singular includes the plural and vice versa;

(g) (**instruments**) a reference to a law includes regulations and instruments made under it;

(h) (**amendments to legislation**) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or Territory or the Commonwealth or otherwise;

(i) (**include**) the words **include**, **includes**, **including** and **for example** are not to be interpreted as words of limitation;

(j) (**signed**) where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Territory or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors;

(k) (**writing**) writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise;

(l) (**precedence)** this Constitution takes precedence and prevails over the By-Laws and any Rules in the event of any inconsistency; and

(m) (**headings**) headings are inserted for convenience and do not affect the interpretation of this Constitution.

2.3 The Act

(a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.

(b) The provisions of the Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to CV.

3. OBJECTS

3.1 Objects

CV is a not-for-profit organisation. The Objects of CV shall be to:

(a) encourage, conduct, promote, advance, regulate and manage the game of Cricket in Victoria in line with core principles of fairness, integrity, inclusivity, diversity and transparency, having regard to the best interests of Cricket in Victoria;

(b) maintain and enhance the standards, quality and reputation of Cricket for the collective and mutual benefit and interests of the Members, participants and Cricket in Victoria;

(c) encourage and promote widespread participation in Cricket to enhance opportunities for every participant to reach levels appropriate to their ability and aspiration;

(d) promote the economic and sporting success, strength and stability of CV and its Members and to act interdependently with its Members in pursuit of these Objects;

(e) formulate or adopt and implement appropriate policies, including in relation to equity, equal opportunity, integrity, member protection and such other matters as arise from time to time as issues to be addressed in Cricket;

(f) itself and through or in association with the Members and the Affiliates, promote the health and safety of all participants in Cricket throughout Victoria;

(g) conduct elite State level competitions and select, prepare and enter Victorian teams in national competitions or authorise other organisations to do so;

(h) adopt, formulate, issue, interpret and amend by-laws, rules and regulations for the conduct of Cricket in Victoria in keeping with the terms of this Constitution and the CA constitution, as amended from time to time;

(i) seek out and pursue opportunities for the promotion and development of Cricket in international markets;

(j) encourage the provision and development of appropriate facilities for participation in Cricket;

(k) use and promote the Intellectual Property;

(l) promote Cricket for commercial, government and public recognition and benefits;

(m) promote, manage and conduct Cricket events, leagues, competitions and championships;

(n) collect, distribute and publish information in connection with Cricket;

(o) have regard to the public interest in its operations;

(p) apply the property and capacity of CV towards the fulfilment and achievement of these Objects; and

(q) undertake other actions or activities necessary, incidental or conducive to advance these Objects.

3.2 CA compliance and co-operation

Subject to any applicable law, CV must:

(a) recognise CA as the ICC recognised national federation for Cricket in Australia and act as a member of CA in accordance with the CA constitution and any relevant ICC Rules and Regulations; and

(b) represent Victoria's interest in CA in all matters relating to the organisation of national Cricket competitions, CV's own Cricket competitions and Cricket in general.

3.3 Powers

Solely for furthering the Objects, CV, in addition to any other powers it has under the Act, has the legal capacity and powers of a company limited by guarantee as set out under the Act.

4. INCOME AND PROPERTY OF CV

4.1 Sole purpose

The income and property of CV will be applied only towards the promotion of the Objects.

4.2 Payments to Members

No income or property will be paid or transferred directly or indirectly to any Member. Payments to a Member may only occur in the following limited circumstances:

(a) in return for any services rendered or goods supplied in the ordinary and usual course of business to CV;

(b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent;

(c) of reasonable rent for premises or equipment let by them to CV;

(d) for any out-of-pocket expenses reasonably incurred by the Member on behalf of CV, and such payment not exceeding an amount ordinarily payable between commercial parties on an arms-length basis;

(e) by way of disbursement or reimbursement of funds or grants to be applied solely towards the promotion of CV's Objects; or

(f) by way of an honorarium paid to the Chair in accordance with clause 14.5.

5. CA MEMBERSHIP OBLIGATIONS

5.1 CA recognition

(a) CA recognises CV as the member of CA for Victoria and responsible for ensuring the efficient administration of Cricket in Victoria in accordance with the Objects. CV must be and remain a legal entity.

(b) CV will:

(i) at all times act for and on behalf of the interests of CV, the Members and Cricket;

(ii) be responsible for preparation and execution of a strategic plan which generally aligns with CA's strategic plan as revised from time to time;

(iii) provide CA with copies of its audited accounts and annual report immediately following its annual general meeting; and

(iv) be bound by the CA constitution.

5.2 Amendment of CV Constitution

No addition, alteration or amendment shall be made to this Constitution unless the same has been approved by Special Resolution.

6. MEMBERSHIP

6.1 Categories of Members

Members of CV shall be and include the following:

(a) Men's Premier Clubs, which subject to this Constitution shall be represented by their respective Delegate, who shall have the right to vote at General Meetings for and on behalf of their respective Premier Club in accordance with **clause 13.1(a)(i)**;

(b) Women's Premier Clubs, which subject to this Constitution shall be represented by the Women's Premier Panel Chair (acting as a Delegate as directed by the Women's Premier Panel), who shall have the right to vote at General Meetings in accordance with **clauses 6.5(d)** and **13.1(a)**;

(c) each Community Cricket Peak Body, which subject to this Constitution shall be represented by their respective Delegate/s, who shall have the right to vote at General Meetings for and on behalf of their respective organisation in accordance with **clause 13.1(a)(ii)** or **(iii)** respectively;

(d) Affiliates, which subject to this Constitution shall be represented by their respective representative, who shall have the right to notice of and attend, but not debate or vote at, Annual General Meetings;

(e) Life Members, who subject to this Constitution shall have the right to notice of, attend and debate, but not vote at, Annual General Meetings; and

(f) such new or other category of Members as may be established by the Directors.

6.2 Admission to membership

Notwithstanding any other clause of this Constitution, no person will become a Men's Premier Club or a Women's Premier Club or any other Voting Member and no new category of Members may be granted voting rights without the approval of the Members in General Meeting. A person will otherwise become a Member, and the Directors will direct the CEO to record their name in the register of Members kept by CV, only upon meeting the requirements to qualify applicable to the relevant category of membership set out in this Constitution and/or the By-Laws and provided the person has signed and submitted an application in which the person:

(a) undertakes to be bound by this Constitution, the By-Laws of CV (including By-Laws specific to the relevant category of membership) and Rules;

(b) undertakes to pay the fees and subscriptions determined to apply to the relevant membership category (if any) under **clause 10**;

(c) undertakes to support CV in the encouragement and promotion of the Objects; and

(d) if a body or association, confirms it is a non-profit or not-for-profit entity exempt from income tax for the purposes of the *Income Tax Assessment Act 1997* (Cth) with objects similar to CV's Objects.

6.3 Life Members

(a) Life Membership is the highest honour which can be bestowed by CV for longstanding and valued service to Cricket in Victoria.

(b) Any Member may forward a proposal for nomination for Life Membership in accordance with the By-Laws to the Directors for their consideration.

(c) On the recommendation of the Board, any individual may be approved as a Life Member at any AGM by Special Resolution, subject only to compliance with **clause 6.2**.

(d) Subject to **clause 6.2**, at the time of adoption of this Constitution, the Life Members of CV are those persons currently recognised by CV as Life Members (with such existing designations as apply), having been awarded life membership. To avoid

doubt, while a person's rights as a Life Member cease on their death, their recognition as having been awarded life membership continues in perpetuity.

6.4 Premier Clubs

(a) Subject to **clause 6.2** and **6.4(b)**, at the time of adoption of this Constitution, the Premier Clubs of CV shall be those incorporated organisations recognised by CV as Premier Clubs (and named in the Articles of Association in existence immediately before adoption of this Constitution as men's premier clubs and women's premier clubs or as otherwise approved as such since that time).

(b) Where an applicant for Premier Club membership is not incorporated but otherwise meets the requirements and has been approved for that membership as required under **clause 6.2**, that entity may be recognised as a Premier Club. Where such entity is recognised as a Premier Club under this Constitution, that entity must incorporate within 12 months of recognition, otherwise its membership lapses.

(c) Premier Clubs will:

(i) have purposes that substantially align with CV's Objects and do all that is reasonably necessary to enable CV's Objects to be achieved;

(ii) not later than 12 months after adoption of this Constitution, have a constitution (or equivalent) that includes a general prohibition on a distribution of profits or surplus assets to members at any time in a form satisfactory to CV and provide that payments, grants, disbursements or reimbursements received from CV must be applied to the encouragement of Cricket;

(iii) provide CV with copies of its audited accounts and associated notes, immediately following its annual general meeting, but not less than 3 days prior to the CV AGM;

(iv) be bound by this Constitution and the By-Laws and Rules;

(v) act in good faith and loyalty to maintain and enhance CV and Cricket, its standards, quality and reputation for the collective and mutual benefit of the Members and Cricket;

(vi) at all times operate with, and promote, mutual trust and confidence between CV and the Members, promoting the economic and sporting success, strength and stability of each other and work cooperatively with each other in the pursuit of the Objects;

(vii) maintain a database of all individual members Registered with it and provide a copy to CA or CV upon request from time to time in such means as may be required; and

(viii) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Cricket and its maintenance and development.

(d) Each Premier Club must:

(i) advise CV as soon as practicable of any serious administrative, operational or financial difficulties the Premier Club is having;

(ii) assist CV in investigating those difficulties; and

(iii) cooperate with CV in addressing those difficulties, including, if appropriate, by allowing CV to appoint an administrator to conduct and manage the Premier Club's business and affairs, or to allow CV itself to conduct all or part of the business or affairs of the Premier Club on such conditions as the Directors consider appropriate, as determined by the Directors. CV is not obliged to act under this clause and does not by acting under this clause assume responsibility for the Premier Club's obligations.

6.5 Representation of Women's Premier Clubs

(a) Each Women's Premier Club shall nominate a person in writing to represent the club on the Women's Premier Panel.

(b) The independent Women's Premier Panel Chair shall be elected by the Women's Premier Club representatives to the Women's Premier Panel in accordance with the process set out in the By-Laws and shall exercise the collective voting rights of the Women's Premier Clubs (as set out in **clause 13.1(a)(iv)**).

(c) The function, duties and purpose of the Women's Premier Panel shall be prescribed in the By-Laws, and shall include but not be limited to:

(i) representing the interests of the Women's Premier Clubs to CV in meeting and in voting on a resolution (including those not in meeting); and

(ii) providing recommendations to CV management in relation to the strategic direction and operational management of Women's Premier Cricket.

(d) To avoid doubt, the Women's Premier Clubs are Voting Members, represented in General Meeting, for the purposes of **clause 13.2** and for all other purposes in this Constitution (unless explicitly stated to the contrary) by the Women's Premier Panel Chair through the Women's Premier Panel.

6.6 Community Cricket Peak Bodies

(a) At the time of adoption of this Constitution, each Community Cricket Peak Body is a legal entity recognised as a Member.

(b) Each Community Cricket Peak Body will:

(i) have purposes that substantially align with CV's Objects and do all that is reasonably necessary to enable CV's Objects to be achieved;

(ii) provide CV with copies of its audited accounts and associated notes, immediately following its annual general meeting, but not less than 3 days prior to CV's AGM;

(iii) be bound by this Constitution and the By-Laws and Rules;

(iv) act in good faith and loyalty to maintain and enhance CV and Cricket, its standards, quality and reputation for the collective and mutual benefit of the Members and Cricket;

(v) at all times operate with, and promote, mutual trust and confidence between CV and the Members, promoting the economic and sporting success, strength and stability of each other and work cooperatively with each other in the pursuit of the Objects;

(vi) maintain a database of all individual members registered with it and provide a copy to CA or CV upon request from time to time in such means as may be required; and

(vii) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Cricket and its maintenance and development.

(c) Each Community Cricket Peak Body must:

(i) advise CV as soon as practicable of any serious administrative, operational or financial difficulties the entity is having;

(ii) assist CV in investigating those difficulties; and

(iii) cooperate with CV in addressing those difficulties including, where appropriate, allowing CV to appoint an administrator to conduct and manage the entity's business and affairs, or to allow CV itself to conduct all or part of the business or affairs of the entity, on such conditions as the Directors consider appropriate, as determined by the Directors. CV is not obliged to act under this clause and does not by acting under this clause assume responsibility for the relevant Member's obligations.

6.7 Affiliates

(a) Unless otherwise determined by resolution of the Directors only an incorporated organisation may become an Affiliate.

(b) Subject to any requirement for approval of the Members under **clause 6.2**, Affiliate membership status may be granted by the Directors on such terms and conditions as they may see fit following formal application for such status accompanied by an up-to-date copy of the applicant's constitution (or equivalent) and such other information as may be required by the Directors or otherwise specified in the By-Laws.

(c) Affiliate membership may be suspended or cancelled by the Board in its discretion.

(d) Affiliates will:

(i) have purposes that substantially align with CV's Objects and do all that is reasonably necessary to enable CV's Objects to be achieved;

(ii) provide CV with copies of its audited accounts and associated notes, immediately following its annual general meeting, but not less than 3 days prior to CV's AGM;

(iii) be bound by this Constitution, the By-Laws and Rules;

(iv) act in good faith and loyalty to maintain and enhance CV and Cricket, its standards, quality and reputation for the collective and mutual benefit of the Members and Cricket and work cooperatively with each other in the pursuit of the Objects;

(v) maintain a database of all individual members registered with it and provide a copy to CV or CA upon request from time to time in such means as may be required; and

(vi) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Cricket and its maintenance and development.

(e) Each Affiliate must:

(i) advise CV as soon as practicable of any serious administrative, operational or financial difficulties the Affiliate is having;

(ii) assist CV in investigating those difficulties; and

(iii) cooperate with CV in addressing those difficulties including, where appropriate, by allowing CV to appoint an administrator to conduct and manage the Affiliate's business and affairs, or to allow CV itself to conduct all or part of the business or affairs of the Affiliate and on such conditions as the Directors consider appropriate, as determined by the Directors. CV is not obliged to act under this clause and does not by acting under this clause assume responsibility for the Affiliate's obligations.

6.8 General

(a) CV must keep and maintain a register of all Members in which shall be entered such information as is required under the Act from time to time. Having regard to confidentiality considerations, an extract of the register, excluding the address of any Life Member shall be available for inspection (but not copying) by Members, upon reasonable request.

(b) No Member whose membership ceases has any claim against CV or the Directors for damages or otherwise arising from cessation or termination of membership.

(c) A right, privilege or obligation of a Member by reason of their membership of CV is not capable of being transferred or transmitted to another Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.

(d) Members must treat all staff, contractors and representatives of CV and all other Members with respect and courtesy at all times.

(e) Members must not act in a manner unbecoming of a Member or prejudicial to the Objects and/or interests of CV or Cricket.

6.9 Limited liability

Members have no liability except as set out in **clause 32**.

6.10 Effect of membership

(a) Members acknowledge and agree that:

(i) this Constitution constitutes a contract between each of them and CV and that they are bound by this Constitution and the By-Laws;

(ii) they shall comply with and observe this Constitution and the By-Laws and any determination, resolution or policy which may be made or passed by the Board or any duly authorised committee;

(iii) by submitting to this Constitution and the By-Laws they are subject to the jurisdiction of CV;

(iv) this Constitution is made in pursuit of a common purpose, namely the mutual and collective benefit of CV, the Members and Cricket;

(v) this Constitution and By-Laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Cricket; and

(vi) they are entitled to all applicable benefits, advantages, privileges and services of CV membership.

(b) Subject to **clause 10.2(a)**, a Voting Member of CV has the right:

(i) to receive notice of General Meetings and of proposed Special Resolutions in the manner and time prescribed by this Constitution;

(ii) to submit items of business for consideration at a General Meeting;

(iii) to participate in requisitioning a General Meeting in accordance with the Act;

(iv) to attend and be heard at General Meetings;

(v) to vote at a General Meeting;

(vi) to have access to the minutes of the General Meetings and other documents of CV as provided under **clause 28**; and

(vii) subject to **clause 6.8**, to inspect the register of Members.

7. CESSATION OF MEMBERSHIP

7.1 Cessation

A person ceases to be a Member:

(a) on resignation;

(b) on death;

(c) on the termination of their Membership according to this Constitution or the By-Laws;

(d) if a body corporate, on being dissolved or otherwise ceasing to exist;

(e) on that Member no longer meeting the requirements to qualify for Membership according to this Constitution and/or the By-Laws; or

(f) subject to the Directors having:

(i) first acted under **clause 6.4(d)(iii)**, **6.6(c)(iii)** or **6.7(e)(iii)**, as relevant; or

(ii) determined not to act under **clause 6.4(d)(iii)**, **6.6(c)(iii)** or **6.7(e)(iii)**, as relevant,

and in either case, the Directors having determined to refer the matter to the Members under this clause, on the passing of a resolution in General Meeting to terminate the membership of that Member, being a body corporate which:

(iii) is insolvent within the meaning of section 95A of the Act;

(iv) must be presumed by a court to be insolvent by reason of section 459C(2) of the Act;

(v) fails to comply with a statutory demand (within the meaning of section 459F(1) of the Act);

(vi) has an administrator appointed over all or any of its assets or undertaking or any step preliminary to the appointment of an administrator is taken;

(vii) has a controller within the meaning of section 9 of the Act or similar officer appointed to all or any of its assets or undertaking; or

(viii) has an application or order made, proceedings commenced, a resolution passed or proposed in a notice of meeting, an application to a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, notices or steps) for its winding up or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them.

7.2 Resignation

For the purposes of **clause 7.1(a)**, a Member may resign as a member of CV by giving 30 days written notice to the Board. Where a Voting Member (including a Women's Premier Club, acting independently of the Women's Premier Panel and the Women's Premier Panel Chair) seeks to resign as a Member of CV the written notice must be accompanied by a copy of the special resolution passed by the Voting Member's members resolving that the Voting Member resign from CV.

7.3 Forfeiture of rights

A Member who or which ceases to be a Member shall forfeit all right in and claim upon CV or the Directors for damages or otherwise or claim upon its property including the Intellectual Property.

8. DISCIPLINE OF MEMBERS

8.1 Establishing a Member Disciplinary Committee

Where the Board is advised of an allegation (not being vexatious, trifling or frivolous) or considers that a Member has allegedly:

(a) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws, Rules or any resolution or determination of the Board or any duly authorised committee; or

(b) acted in a manner unbecoming of a Member or prejudicial to the Objects and the interests of CV and/or Cricket, or another Member; or

(c) brought themselves, another Member, CV or Cricket into disrepute,

the Board may by resolution and in accordance with **clause 23**, establish a Member Disciplinary Committee comprising three members (which, subject to **clause 19.9**, shall include a Director) to convene to hear a matter against any Member and to determine what action, if any, to take against that Member (***Disciplinary Hearing***), and that Member, will be subject to, and submits unreservedly to the jurisdiction, disciplinary procedures and penalties and the appeal and Member ratification mechanisms (if any) in this Constitution.

8.2 Provisional suspension

(a) Upon establishing a Member Disciplinary Committee in accordance with **clause 8.1** the Board may by resolution provisionally suspend the Member subject to the Disciplinary Hearing until the Member Disciplinary Committee makes a finding.

(b) The Member Disciplinary Committee may lift a provisional suspension prior to making a finding at the Disciplinary Hearing.

8.3 Member Disciplinary Committee Members

The members of the Member Disciplinary Committee:

(a) may be representatives of Members or anyone else; but

(b) must have appropriate experience in relation to dispute resolution and must not be biased against, or in favour of, the Member concerned.

8.4 Notice of alleged breach

Where a Member Disciplinary Committee is established CV shall serve on the Member not earlier than 28 days and not later than 14 days before the Disciplinary Hearing is to be held, a notice in writing:

(a) setting out the alleged breach of the Member, the grounds on which it is based and attaching any documents or other materials on which it is based;

(b) stating that the Member may address the Member Disciplinary Committee at the Disciplinary Hearing;

(c) stating the date, place and time of that Disciplinary Hearing;

(d) informing the Member that the Member may do one or more of the following:

(i) attend that Disciplinary Hearing; and

(ii) give the Member Disciplinary Committee prior to or at that meeting a written statement regarding the alleged breach.

8.5 Determination of Member Disciplinary Committee

(a) The Member Disciplinary Committee shall ensure that the Disciplinary Hearing accords with the principles of natural justice by ensuring that:

(i) the Member has the opportunity to be heard and to call witnesses; and

(ii) due consideration is given to any written statement submitted by the Member or a witness,

before determining whether the alleged breach occurred.

(b) If the Member Disciplinary Committee, having heard the matter in accordance with **clause 8.5(a)**, determines there was a breach under **clause 8.1**, it will determine what penalty (if any) shall be given to the Member and give notice of this to the Board.

(c) The penalties able to be given to the Member by the Member Disciplinary Committee include:

(i) to fine a Member; or

(ii) to suspend a Member from membership of CV or accessing certain privileges of membership for a specified period, including participation in any competition, match or event; or

(iii) subject to this **clause 8,** and in particular **clause 8.9**, to expel a Member from CV; or

(iv) impose such other penalty, action or educative process as the Member Disciplinary Committee sees fit.

8.6 Appeals

(a) Subject to **clause 8.6(b)**, an appeal tribunal may be appointed by the Board to hear and adjudicate on any appeal lodged by a Member against the decision of the Member Disciplinary Committee, including in relation to any penalty imposed.

(b) An appeal may only be lodged:

(i) by the Member the subject of the Disciplinary Hearing under **clause 8.4** or CV; and

(ii) where such an appeal is based on the ground that new information or evidence can be presented that was not known and not available to the party under **sub-clause (i)** above at the time of the original decision being appealed against.

The relevant party must state in any appeal application the substance of the new information or evidence and when they first became aware of its existence.

8.7 Appeals Panel

(a) The Board will appoint a Member Disciplinary Appeals Panel to determine an appeal lodged in accordance with the provisions of **clause 8.6**. The composition of an appeal panel shall be:

(i) an individual with legal training or experience in dispute resolution; or

(ii) a panel of 3 persons deemed suitable by the Board including a chairperson with legal training or experience in dispute resolution.

(b) No member of the appeal panel pursuant to **clauses 8.7(a)(i)** and **8.7(a)(ii)** shall have been a party to or directly or indirectly interested in the decision under appeal or the original matter brought for determination.

8.8 Appeals process

(a) An appeal against a decision of the Member Disciplinary Committee must be forwarded to the CEO in writing within 14 days of the relevant party being given notice of the Member Disciplinary Committee decision. The CEO will inform the Board without delay.

(b) The lodgement of appeal must be accompanied by payment of an appeal fee as determined by the Board.

(c) A Member Disciplinary Appeals Panel will be appointed within 7 days of lodgement of the appeal.

(d) The Member Disciplinary Appeals Panel will schedule a date and venue for a hearing as soon as possible and no later than 21 days after formal lodgement of the appeal.

(e) If, as the circumstances may be, all parties are unable to be present at an appeal hearing, they may participate by teleconference or other medium as determined appropriate at the discretion of the Member Disciplinary Appeals Panel.

(f) The parties will be advised of the grounds for appeal and invited to lodge written submissions which must be received by the CEO no later than 2 business days prior to the scheduled appeal hearing. The CEO will ensure that all written submissions are distributed to all parties and the Member Disciplinary Appeals Panel in a timely manner prior to the hearing.

(g) The Member Disciplinary Appeals Panel will consider the appeal in accordance with the principles of natural justice as broadly outlined in **clause 8.5**.

(h) The Member Disciplinary Appeals Panel may adjourn a hearing to obtain further information or evidence.

(i) At the conclusion of the hearing the Member Disciplinary Appeals Panel shall:

  (i) uphold the appeal and rescind the original decision; or

  (ii) dismiss the appeal; or

  (iii) dismiss the appeal and review the penalty within the provisions of **clause 8.5(c)**; and

  (iv) determine whether to refund the appeal fee, entirely within its discretion, irrespective of whether the appeal was successful or not.

(j) Subject only to **clause 8.9**, the decision of the Member Disciplinary Appeals Panel shall be final. The Member Disciplinary Appeals Panel shall be required to provide brief reasons for its decision in writing as soon as practicable after announcing its decision.

(k) The Member Disciplinary Appeals Panel must within 7 days forward to the CEO the brief reasons for decision in **clause 8.8(j)** above and may also provide a written report outlining any recommendations arising from the matter.

8.9 Ratification of expulsion by Members

(a) Notwithstanding any other clause of this Constitution, a Member shall not be expelled from membership pursuant to this **clause 8** unless and until:

(i) the Member the subject of the disciplinary procedure requests ratification by the Members of the penalty of expulsion in writing to the CEO within 14 days of (as applicable):

a. the provision of reasons for the decision of the Member Disciplinary Appeals Panel under **clause 8.8(j)** to the Member; or

b. the expiration of time in which to make an appeal under **clause 8.8(a)**, if no appeal is made; or

c. the provision of written notice to the Member the subject of the disciplinary procedure confirming the Member's failure to satisfy the requirements for an appeal under **clauses 8.6** and **8.8**; and

(ii) a Special Resolution of Members (excluding the Member the subject of the disciplinary procedure, which Member is not entitled to vote) is passed to ratify the penalty of expulsion within a further 60 days (or such later time as is approved by the Board having regard to any extenuating circumstances, including but not limited to the existence or progress of any related criminal proceedings).

(b) Following any decision to expel a Member in accordance with this **clause 8**, the Board may by resolution provisionally suspend the relevant Member until the ratification of expulsion by the Members under **clause 8.9(a)** or any other penalty is imposed by the relevant disciplinary body under **clause 8.9(e)**.

(c) To avoid doubt, the right of the Members to ratify the expulsion of a Member under **clause 8.9(a)** is a right of membership and not a further disciplinary hearing and accordingly the principles of natural justice (including the right to be heard) do not apply, but Members shall be entitled to receive written notice of the relevant Special Resolution including:

(i) a brief summary of the matter and, subject to any confidentiality, privacy or other legal considerations, reasons for the decision from the CEO; and

(ii) a brief statement (of not more than 500 words) from the Member the subject of the disciplinary hearing as to why the Member should not be expelled from membership.

(d) Any decision of the Members to ratify the expulsion of the relevant Member under **clause 8.9(a)** shall be final and shall take effect immediately.

(e) If the Members do not ratify the expulsion of the Member the subject of the disciplinary procedure, the matter shall be remitted back to the highest disciplinary body that made the decision to impose the penalty of expulsion for a further (final) hearing on penalty only within the provisions of **clause 8.5(c)** (but expressly excluding any opportunity to impose a penalty of expulsion from membership on the relevant

Member under **clause 8.5(c)(iii)**), which further decision on penalty shall be final and shall take effect immediately.

9. GRIEVANCE PROCEDURE

(a) The grievance procedure set out in this clause applies to disputes under this Constitution between a Member and:

(i) another Member; or

(ii) CV.

(b) The parties to the dispute must meet (which may, if agreed by the parties, take place by using any technology that allows the parties to clearly and simultaneously communicate with each other) and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all parties.

(c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties may, within 10 days, refer the dispute to the Dispute Settlement Centre of Victoria (Department of Justice) (or such other similar body in circumstances where the Dispute Settlement Centre of Victoria is no longer in existence) for resolution.

(d) Where a Member has initiated a grievance under this **clause 9**, CV must not take disciplinary action under **clause 8** against the Member initiating the grievance in relation to the matter which is subject of the grievance until the grievance procedure has been completed.

(e) The Board may prescribe additional grievance procedures in By-Laws consistent with this **clause 9**.

10. FEES AND SUBSCRIPTIONS

10.1 Fees payable

(a) The Directors must determine from time to time:

(i) the amount (if any) payable by an applicant for membership;

(ii) the amount of the annual membership fee payable by each Member, or any category of Members (if any);

(iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and

(iv) the payment method and due date for payment.

(b) Each Member must pay to CV the amounts determined under this **clause 10** in accordance with **clause 10.1(a)(iv)**.

10.2 Non-payment of fees

(a) Subject to **clause 10.2(b)** but notwithstanding any other clause of this Constitution, the right of a Member to attend and vote at a General Meeting may, at the discretion of the Directors, be suspended while the payment of any subscription or other amount determined under **clause 10.1(a)** is in arrears.

(b) Where a Member is in arrears for any amount:

(i) the Board may enter an arrangement with the Member for the payment of the amount; and

(ii) any arrangement must be disclosed to other Voting Members but does not require their approval.

11. GENERAL MEETINGS

11.1 Annual General Meeting

AGMs of CV are to be held:

(a) according to the Act, with the ordinary business of an AGM required to be transacted under the Act including:

(i) the consideration of the annual financial report, director's report and auditor's report;

(ii) the election of Directors; and

(iii) the appointment of the auditor; and

(b) otherwise as determined by the Directors (including date and venue).

11.2 Power to convene General Meeting

(a) There shall be quarterly General Meetings of CV, generally on the second Monday of the months of March, July, October and December (or such other day as the Directors nominate) which shall also be known as Delegates Meetings.

(b) The Directors may convene a General Meeting when they think fit and must do so if required by the Act.

(c) The Directors must on the requisition in writing of Voting Members holding at least 5% of the votes which may be cast at a General Meeting convene a General Meeting in accordance with the Act.

11.3 Notice of General Meeting

(a) Notice of a General Meeting of Members must be given:

(i) to all Members entitled to attend the General Meeting (including through their respective Delegates and/or alternate Delegates), the Directors, and the auditor of CV; and

(ii) in accordance with **clause 30** and the Act.

(b) At least 45 days prior to the proposed date of the AGM, the CEO will request from Voting Members notices of motions, which must be received no less than 28 days prior to the AGM.

(c) At least 21 days' notice of the time and place of a General Meeting must be given, together with:

(i) all information required to be included in accordance with the Act;

(ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;

(iii) where applicable, any notice of motion received from any Voting Member or Director; and

(iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

11.4 No other business

No business other than that stated in the notice of meeting may be transacted at a General Meeting.

11.5 Cancellation or postponement of General Meeting

Where a General Meeting (including an AGM) is convened by the Directors they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. However, this clause does not apply to a General Meeting convened by:

(a) Voting Members according to the Act;

(b) the Directors at the request of Members; or

(c) a Court.

11.6 Written notice of cancellation or postponement of General Meeting

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

(a) each Member entitled to attend the General Meeting; and

(b) each other person entitled to notice of a General Meeting under this Constitution or the Act,

at least 7 days prior to the date of the General Meeting.

11.7 Contents of notice postponing General Meeting

A notice postponing a General Meeting must specify:

(a) the new date and time for the meeting;

(b) the place where the meeting is to be held, which may be either the same as or different from the place specified in the notice originally convening the meeting; and

(c) if the meeting is to be held in 2 or more places, the technology that will be used to hold the meeting in that manner.

11.8 Number of clear days for postponement of General Meeting

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **clause 11.3(c)**.

11.9 Business at postponed General Meeting

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

11.10 Non-receipt of notice

The non-receipt of a notice convening, cancelling or postponing a General Meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

11.11 Right to appoint Delegate/s

(a) In accordance with the Act, each Voting Member in **clauses 13.1(a)(i)** and **(ii)** is entitled to appoint an individual as their Representative (and Delegate) to attend General Meetings, provided that the Voting Member has not appointed a proxy under **clause 11.12**, and to exercise the powers of the Voting Member in relation to resolutions to be passed without meetings. VSDCA is entitled to appoint two persons as their Delegates to attend General Meetings, provided that the Voting Member has not appointed a proxy under **clause 11.12**, and to exercise the powers of the Voting Member in relation to resolutions to be passed without meetings. To avoid doubt, provided that the Women's Premier Panel has not appointed a proxy under **clause 11.12**, the Women's Premier Panel Chair shall act as a Delegate representing the interests of the Women's Premier Clubs through the Women's Premier Panel.

(b) A Voting Member may appoint an alternate Delegate but only one Delegate may attend and exercise the Voting Member's powers at any one time, except that:

(i) the alternate may attend General Meetings with the Women's Premier Panel Chair; and

(ii) in respect of VSDCA, two persons may attend to exercise the rights of that body in General Meeting, whether Delegates or alternates (or both) being authorised by VSDCA to do so.

11.12 Right to appoint proxy

(a) A Voting Member entitled to attend a General Meeting is entitled to appoint a person as their proxy to attend the meeting in their place in accordance with the Act.

(b) A proxy may be revoked by the appointing Member at any time by notice in writing to CV.

11.13 Form of proxy

The instrument appointing a proxy may be in form determined by the Directors from time to time provided it complies with the requirements under the Act.

11.14 Lodgement of proxy documents

(a) A proxy may vote at a General Meeting or an adjourned or postponed meeting (as the case may be) only if the instrument appointing the proxy is received by CV:

(i) at the office, email address or at such other place, email or other electronic address specified for that purpose in the notice of meeting; and

(ii) at least 48 hours before the scheduled commencement time for the meeting or adjourned or postponed meeting (as the case may be) at which the person named in the instrument proposes to vote. The scheduled commencement time is as specified in the notice of meeting.

(b) An undated proxy is taken to be dated on the day that it is received by CV.

11.15 Authority given by appointment

(a) Unless the terms of the appointment specify to the contrary, an appointment by a Voting Member confers authority on a proxy or Delegate/s:

(i) to agree to a General Meeting being convened by shorter notice than is required by the Act or by this Constitution;

(ii) to speak to any proposed resolution; and

(iii) to demand or join in demanding a poll on any resolution.

(b) Unless the terms of the appointment specify to the contrary, even if the instrument of appointment refers to specific resolutions and directs the proxy or Delegate/s on how to vote on those resolutions, the appointment is taken to confer authority:

(i) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;

(ii) to vote on any procedural motion; and

(iii) to act generally at the meeting.

(c) Unless the terms of the appointment specify to the contrary, if the instrument of appointment refers to a specific meeting to be held at a specified time or venue and the meeting is postponed or adjourned or changed to another venue, then the appointment confers authority to attend and vote:

(i) at the postponed or adjourned meeting; and/or

(ii) at the new venue.

(d) An appointment of a proxy may be a standing proxy - that is, the appointment under the proxy remains valid until it is revoked by the Voting Member that made the appointment.

(e) The instrument appointing a proxy may provide for the chair to act as proxy in the absence of any other appointment or if the person or persons nominated fails or fail to attend the meeting.

(f) The instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution.

(g) If a proxy is appointed to vote on a particular resolution by more than one Voting Member and the instruments appointing the proxy direct the proxy to vote on the resolution in different ways, then the proxy must not vote on a show of hands taken on the resolution.

11.16 Delegate or proxy at postponed General Meeting

Where:

(a) by the terms of an instrument appointing a Delegate or proxy that appointed person is authorised to attend and vote at a General Meeting on behalf of the appointing Member to be held on a specified date or at a General Meeting or General Meetings to be held on or before a specified date; and

(b) the date for the meeting is postponed to a date later than the date specified in the instrument,

then that later date is substituted for the date specified in the instrument appointing that appointed person, unless the appointing Member notifies CV in writing to the contrary at least 48 hours before the time at which the postponed meeting is to be held.

12. PROCEEDINGS AT GENERAL MEETING

12.1 Number for a quorum

The number of Voting Members who must be present and eligible to vote for a quorum to exist at a General Meeting is that number sufficient to exercise not less than 50% of all available votes.

12.2 Requirement for a quorum

An item of business may not be transacted at a General Meeting unless a quorum is present and remains throughout the General meeting.

12.3 Quorum and time – Special General Meetings

If within 30 minutes after the time appointed for a Special General Meeting, or at any other time during the meeting, a quorum is not present, the meeting:

(a) if convened by, or on requisition of, Members is dissolved; and

(b) in any other case stands adjourned to such other day, time and place as the Chair determines.

12.4 Quorum and time – AGMs

(a) If within 30 minutes after the time appointed for an AGM, or at any other time during the meeting, a quorum is not present, the AGM stands adjourned to such other day, time and place as the Chair determines.

(b) Where an AGM has been adjourned under **clause 12.4(a)**, such Voting Members as are represented by their appointed, authorised Delegate/s or proxy on the adjourned date shall constitute a quorum.

12.5 Chair to preside over General Meetings

(a) The Chair is entitled to preside as chair at General Meetings.

(b) If a General Meeting is convened and there is no Chair, or the Chair is not present within 15 minutes after the time appointed for the meeting or is unable or unwilling to act, the following may preside as chair (in order of entitlement):

(i) the Deputy Chair, if present and willing and able to act;

(ii) a Director (or other person) chosen by a majority of the Directors present;

(iii) the only Director present; or

(iv) a Delegate who is entitled to vote and is chosen by Delegates exercising a majority of the votes available to be cast by those present.

12.6 Conduct of General Meetings

(a) The chair:

(i) has charge of the general conduct of the meeting and of the procedures to be adopted;

(ii) may require the adoption of any procedure which in his opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and

(iii) may, having regard where necessary to the Act, terminate discussion or debate on any matter whenever he considers it necessary or desirable for the proper conduct of the meeting.

(b) A decision by the chair under this **clause 12.6** is final.

(c) To avoid doubt, in addition to the right of the Directors to have notice of General Meetings under **clause 11.3(a)**, the Directors shall be entitled to attend and debate at General Meetings.

12.7 Adjournment of General Meeting

(a) The chair may with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.

(b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the Members present.

(c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

12.8 Notice of adjourned meeting

(a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.

(b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

12.9 Questions generally decided by Special Resolution

Except in relation to the ordinary business of an AGM set out in **clause 11.1** or as otherwise required or allowed by the Act or this Constitution, the following business transacted at a General Meeting including any AGM shall be decided by Special Resolution:

(a) business submitted by the Directors and contained in the notice of meeting;

(b) business relating to the rights of the Members in General Meeting under this Constitution; or

(c) business that is otherwise submitted by the Members including under the Act.

12.10 Equality of votes

Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried. To avoid doubt the chair does not have a casting vote where voting is equal.

12.11 Declaration of results

(a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.

(b) A declaration by the chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the minutes of the meetings of CV, is conclusive evidence of the fact.

(c) Unless otherwise required by the Act, neither the chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

12.12 Poll

(a) If a poll is properly demanded in accordance with the Act or by the chair of the meeting, it must be taken in the manner and at the date and time directed by the chair, and the result of the poll is the resolution of the meeting at which the poll was demanded. On a poll each Voting Member will have the number of votes fixed under **clause 13**.

(b) A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.

(c) A demand for a poll may be withdrawn.

(d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

12.13 Objection to voting qualification

(a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):

(i) may not be raised except at that meeting; and

(ii) must be referred to the chair, whose decision is final.

(b) A vote not disallowed under the objection is valid for all purposes.

12.14 Chair to determine any poll dispute

If there is a dispute about the admission or rejection of a vote, the chair must decide it and the chair's decision is final.

12.15 Minutes

(a) The CEO must ensure that minutes are taken and kept of each General Meeting in accordance with the Act.

(b) The minutes must record:

(i) the business considered at the meeting;

(ii) any resolution on which a vote is taken and the result of the vote; and

(iii) the names of persons present at all meetings.

(c) In addition, the minutes of each Annual General Meeting must include:

(i) the financial statements submitted to the Members in accordance with the Act;

(ii) the certificate signed by two Directors certifying that the financial statements give a true and fair view of the financial position and performance of CV;

(iii) the report by Directors outlining the key business and related activities conducted over the financial year; and

(iv) any audited accounts and auditor's report or report of a review accompanying the financial statements that are required under the Act.

(d) The minutes of General Meetings shall be available for inspection and copying by the Members.

13. VOTES OF MEMBERS

13.1 Votes of Members

(a) At a General Meeting, on a show of hands and on a poll, each of the Voting Members shall have the number of votes exercised by its appointed, authorised Delegate/s as set out below:

(i) each Men's Premier Club – one vote;

(ii) each of VMCU and VCCL – one vote;

(iii) VSDCA – two votes, exercised by two Delegates (as per **clause 11.11(a)**); and

(iv) the Women's Premier Clubs (through the Women's Premier Panel) collectively – three votes.

(b) To avoid doubt, nothing in this Constitution shall prevent the Delegate in **sub-clause (iv)** above exercising the available multiple votes separately as individual (single) votes. No Members other than Voting Members are entitled to vote at General Meetings.

13.2 Resolutions not in General Meeting

(a) If all Voting Members sign a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a General Meeting of CV held at the time on which the document was signed by the last Voting Member.

(b) For the purposes of **clause 13.2(a)**, two or more separate documents containing statements in identical terms, each of which is signed by one or more Voting Members, are deemed together to constitute one document containing a statement in those terms signed by those Members on the respective days on which they signed the separate documents.

(c) An email or other form of visible or other electronic communication under the name of a Voting Member is deemed to be a document in writing signed by that Member for the purpose of this clause.

14. DIRECTORS

14.1 Composition of the Board

The Board shall consist of:

(a) 6 Elected Directors all of whom will be elected under **clause 15.3**; and

(b) up to 3 additional Appointed Directors who shall be appointed in accordance with **clause 16**.

14.2 Portfolios

The Board may allocate portfolios to Directors.

14.3 Qualifications

(a) The Board may determine from time to time job descriptions and qualifications for Directors.

(b) A person who holds an Official Position is not eligible to be elected as a Director. To avoid doubt if a person who holds an Official Position nominates to be considered for election as a Director and is elected as a Director that person cannot take office as a Director until they have resigned from the Official Position with immediate effect. A copy of such resignation must be received by the CEO within 48 hours of the General Meeting at which the person is elected.

(c) A person who has been CEO is not eligible to be elected or appointed as a Director for a period of 3 years after ceasing as CEO.

14.4 Current Board

The terms of the Directors in office (or newly appointed to office as the case may be) at the adoption of this Constitution shall continue (or commence) at or following the General Meeting at which this Constitution is adopted in accordance with **clause 15.4**. Those Directors may be re-elected or re-appointed for a further term or terms, as the case may be, subject always to this Constitution.

14.5 Remuneration of Directors

(a) Subject to **clause 14.5(b)**, a Director may not be paid for services as a Director.

(b) The Board may resolve to pay the Chair an annual honorarium of up to $20,000 in recognition of the additional duties, responsibilities and representational commitments associated with the office of Chair.

(c) In determining whether to pay an honorarium under **clause 14.5(b)**, and the amount of that honorarium, the Board must:

(i) act in the best interests of CV;

(ii) be satisfied that the honorarium is reasonable having regard to the duties and commitments of the Chair;

(iii) ensure that the Chair does not participate in discussions or vote on the resolution; and

(iv) comply with the Act, this Constitution and any applicable governance, taxation or regulatory requirements.

(d) The honorarium may be paid at such intervals as the Board determines and may be apportioned where a person holds the office of Chair for only part of a year.

(e) In addition to any honorarium payable under **clause 14.5(b)**, a Director may, with the approval of the Directors and subject to the Act, be reimbursed by CV for reasonable travelling, accommodation and other expenses incurred when:

(i) travelling to or from meetings of the Directors, a Committee or CV; or

(ii) otherwise engaged on the affairs of CV.

15. ELECTED DIRECTORS

15.1 Nomination for Board

Nominations for Elected Directors shall be called for by the CEO not less than 45 days prior to the General Meeting at which the election is to be held (usually the AGM).

15.2 Form of nomination

Nominations must be:

(a) in writing on the prescribed form (if any);

(b) signed by two authorised representatives of a Voting Member;

(c) certified by the nominee expressing their willingness to accept the position for which they are nominated, which nominee is a representative of a Member, or has current or life membership of a Member or Member affiliate; and

(d) delivered to CV not less than 28 days before the date fixed for the holding of the General Meeting.

15.3 Elections

(a) If the number of nominations received for positions on the Board is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated shall be declared elected.

(b) If there are insufficient nominations received to fill all vacancies on the Board, the positions will be deemed casual vacancies under **clause 17.1**.

(c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in order drawn by ballot, for each vacancy on the Board.

(d) The voting shall be conducted in such manner and by such method as may be determined by the Board from time to time.

15.4 Term of appointment

(a) Subject to this Constitution, and in particular **clause 15.4(b)**, Elected Directors shall be elected in accordance with this Constitution for a term of 3 years, which, subject to satisfaction of applicable compliance requirements, including regulatory approval with respect to CV's liquor licence requirements, unless waived by the Board, shall commence from the conclusion of the General Meeting at which the election occurred until the conclusion of the third Annual General Meeting following.

(b) To give full effect to the Board rotations in place at the time of adoption of this Constitution under **clause 14.4**, two Elected Directors shall retire after the first year after adoption of this Constitution. Two Elected Directors shall retire after the second year after adoption of this Constitution and the remaining two Elected Directors shall retire after the third year after adoption of this Constitution, until all six Elected Directors have retired, after which those Elected Directors elected to the vacancies after the first year shall retire and so on.

(c) To avoid doubt any part of a term shall be deemed a full term for the purposes of this **clause 15.4**.

(d) No person who has served as a Director for a total period of up to 3 consecutive terms (9 years, whether served before or after the adoption of this Constitution and whether as an Elected Director or otherwise) shall be eligible for re-election as an Elected Director until the third Annual General Meeting following the date of conclusion of their last term as a Director, except in extenuating circumstances as may be determined by the Board and approved by the Members in General Meeting.

16. APPOINTED DIRECTORS

16.1 Appointment of Appointed Director

The Elected Directors may appoint up to 3 Appointed Directors in accordance with this Constitution.

16.2 Qualifications for Appointed Directors

Appointed Directors should have skills and attributes that complement and/or supplement any skill or attribute gaps that may exist in the Board, with the aim of ensuring that the Board has all the necessary skills and attributes to govern the organisation and achieve the strategic purposes of CV as these may vary, including in respect of diversity. Appointed Directors do not need to be members of or through a Member or have experience in, or exposure to, Cricket.

16.3 Term of appointment

(a) Directors appointed under **clause 16.1** may be appointed by the Elected Directors in accordance with this Constitution for a term of up to 3 years, which shall commence and conclude on dates as determined by the Elected Directors.

(b) No person who has served as a Director for a total period of up to 3 consecutive terms (9 years, whether served before or after the adoption of this Constitution and whether as an Appointed Director or otherwise), shall be eligible for re-appointment as an Appointed Director for at least 3 years following the date of conclusion of their last term as a Director, except in extenuating circumstances as determined entirely in the Board's discretion.

17. VACANCIES ON THE BOARD

17.1 Casual vacancies

(a) Any casual vacancy that occurs in the position of an Elected Director may be filled by the Directors from among appropriately qualified persons until the next AGM. If the term of the vacating Elected Director has not expired at that AGM under this Constitution, the Members shall be entitled to elect a replacement Elected Director to fill the vacancy for the remainder of the term.

(b) Any casual vacancy that occurs in the position of an Appointed Director may be filled by the remaining Directors from among appropriately qualified persons for the remainder of the vacating Appointed Director's term under this Constitution.

17.2 Grounds for termination of Director

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

(a) dies;

(b) becomes bankrupt or insolvent under administration or makes any arrangement or composition with their creditors generally;

(c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;

(d) resigns their office in writing to CV;

(e) is absent without the consent of the Board from meetings of the Board held during a period of 3 months;

(f) is an employee of CV or a Voting Member;

(g) holds an Official Position with a Voting Member and does not resign that Official Position in accordance with **clause 14.3(b)**;

(h) is directly or indirectly interested in any contract or proposed contract with CV and fails to declare the nature of their interest;

(i) is removed by the Voting Members in accordance with the Act; or

(j) would otherwise be prohibited from being a director of a corporation under the Act.

17.3 Board may act

In the event of a casual vacancy or vacancies in the office of a Director or Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or to convene a General Meeting.

18. POWERS AND DUTIES OF DIRECTORS

18.1 Directors to manage CV

The Directors are to manage CV's business and may exercise those of CV's powers that are not required, by the Act or by this Constitution, to be exercised by CV in General Meeting.

18.2 Specific powers of Directors

Without limiting **clause 18.1**, the Directors may exercise all CV's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of CV or of any other person.

18.3 Time, etc.

Subject to the Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur, or a circumstance is to change on or by a particular date, the Directors may in their absolute discretion extend that time, period or date as they think fit.

18.4 Delegation of powers

(a) The Directors may, by resolution or by power of attorney or writing under seal, delegate any of their powers to the CEO or any employee of CV or any other person as they think fit.

(b) Any delegation by the Directors of their powers:

(i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;

(ii) may be either general or limited in any way provided in the terms of the delegation;

(iii) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position; and

(iv) may include the power to delegate.

(c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.

(d) Any power exercised by a delegate is as effective as if it had been exercised by the Directors.

18.5 Code of Conduct

The Directors must:

(a) adopt a code of conduct for Directors, by whatever name called; and

(b) periodically review the code of conduct considering the general principles of good corporate governance.

19. PROCEEDINGS OF DIRECTORS

19.1 Directors meetings

(a) Subject to **clause 19.1(b)**, the Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.

(b) The Directors must meet at least 5 times in each calendar year.

(c) At the approval of the Chair, any Director not able to attend a Directors' meeting is able to attend via telecommunication facilities, in which case the provisions of clause 20.2 apply with respect to that Director's attendance.

19.2 Questions decided by majority

A question arising at a Directors' meeting is to be decided by a majority of votes of the Directors present in person and entitled to vote. Each Director present has one vote on a matter arising for decision by Directors.

19.3 Chair's casting vote

The chair of the meeting will not have a casting vote.

19.4 Quorum

Four Directors, comprising at least 3 Elected Directors (or such greater number as may be fixed by the Directors) present in person constitutes a quorum.

19.5 Convening meetings

(a) A Director may, and the CEO on the request of a Director must, convene a Directors' meeting.

(b) Notice of a meeting of Directors must be given individually to each Director (except a Director on leave of absence approved by the Directors). Notice of a meeting of Directors may be given in person, or by post or by telephone, facsimile or other electronic means.

(c) A Director may waive notice of a meeting of Directors by giving notice to that effect to CV in person or by post or by telephone, facsimile or other electronic means.

(d) A person who attends a meeting of Directors waives any objection that person may have in relation to a failure to give notice of the meeting.

(e) The non-receipt of a notice of a meeting of the Directors or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at that meeting of Directors.

19.6 Election of Chair and Deputy Chair

(a) The Directors must at the first Board meeting after the AGM annually elect by majority vote one of their number to the office of Chair of directors.

(b) The Director elected to the office of Chair under **clause 19.6(a)** will remain Chair for 1 year from the date of their election until the first Board meeting after the next AGM and shall chair any Board meeting. A Director elected as Chair may be re-elected as Chair in following years, so long as they remain a Director.

(c) The Directors may, at the first Board meeting after the AGM each year or at any other time, elect by majority vote one of their number to the office of Deputy Chair.

(d) A Director elected as Deputy Chair will remain Deputy Chair until the first Board meeting after the next AGM, unless:

(i) the Director ceases to be a Director;

(ii) the Director resigns from the office of Deputy Chair; or

(iii) the Directors resolve to remove or replace the Director as Deputy Chair.

(e) The Deputy Chair:

(i) will support the Chair in the performance of the Chair's responsibilities;

(ii) may, at the request of the Chair or the Board, represent the Chair or the Board at functions, matches, meetings, events and other engagements;

(iii) may support the Chair on strategic and governance matters between formal meetings of the Board; and

(iv) will perform the functions and exercise the powers of the Chair whenever the Chair is absent, unavailable, unwilling or unable to act.

(f) Despite the preceding provisions of this clause, if:

(i) there is no person elected as Chair; or

(ii) the Chair is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act; and

(iii) the Deputy Chair is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act ,

the Directors present may elect one of their number to be chair of the meeting.

19.7 Circulating resolutions

(a) The Directors may pass a resolution without a Directors' meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of Directors) sign a document containing a statement that they are in favour of the resolution set out in the document.

(b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. An email or other document or transmission produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of **clause 19.7(a)** and is taken to be signed when received by CV in legible form.

(c) The resolution is passed when the last Director required to achieve the required majority signs.

19.8 Validity of acts of Directors

Everything done at a Directors' meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office. No resolution passed in General Meeting shall invalidate any prior act of Directors.

19.9 Directors' interests

(a) A Director is disqualified from holding any place of profit or position of employment in CV, any Member or in any company or incorporated association in which CV is a

shareholder, member or is otherwise interested or from contracting with CV either as vendor, purchaser or otherwise except with express resolution of approval of the Board. Any such contract or any contract or arrangement entered into by or on behalf of CV in which any Director is in any way interested will be voided for such reason.

(b) A director shall declare their interest in any:

(i) contractual matter;

(ii) selection matter;

(iii) disciplinary matter; or

(iv) financial matter,

in which a conflict of interest arises or may arise, and shall, unless otherwise determined by the Board, absent them self from discussions of such matter and shall not be entitled to vote in respect of such matter. If the Director votes, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Director to absent them self from discussions and refrain from voting, the issue should be immediately determined by vote of the Board, or if this is not possible, the matter shall be adjourned or deferred.

(c) The nature of the interest of such Director must be declared by the Director at the meeting of the Board at which the contract or other matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest. If a Director becomes interested in a contract or other matter after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the Director becomes so interested.

(d) A general notice that a Director is a member of any specified firm or company and is to be regarded as interest in all transactions with that firm or company is sufficient declaration under **clause 19.9(c)** as regards such Director and the said transactions. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

(e) It is the duty of the CEO to record in the minutes any declaration made or any general notice given by a Director in accordance with **clauses 19.9(c)** or **19.9(d)**.

19.10 Minutes

(a) The Directors must cause minutes of meetings to be made and kept according to the Act.

(b) The minutes of Directors meetings shall not be available for inspection or copying by the Members.

20. TELECOMMUNICATION MEETINGS OF CV

20.1 Telecommunication meeting

(a) A General Meeting or a Directors' Meeting may be held by means of a telecommunication meeting, provided that:

(i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors' Meeting (as applicable); and

(ii) the meeting is convened and held in accordance with the Act.

(b) All provisions of this Constitution relating to a meeting apply to a telecommunication meeting in so far as they are not inconsistent with the provisions of this **clause 20.**

20.2 Conduct of telecommunication meeting

The following provisions apply to a telecommunication meeting of CV:

(a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;

(b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;

(c) at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;

(d) a person may not leave a telecommunication meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the chair;

(e) a person may always conclusively be presumed to have been present and to have formed part of a quorum during a telecommunication meeting unless that person has previously notified the chair of leaving the meeting; and

(f) a minute of proceedings of a telecommunication meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chair.

21. CEO

21.1 Appointment of CEO

The Directors may appoint a CEO.

21.2 Powers, duties and authorities of CEO

(a) If appointed the CEO holds office on the terms and conditions (including any remuneration) and with the powers, duties and authorities, determined by the Directors.

(b) The exercise of those powers and authorities, and the performance of those duties, by the CEO are subject at all times to the control of the Directors.

21.3 Suspension and removal of CEO

Subject to the terms and conditions of the appointment, the Directors may suspend or remove the CEO from that office. Any person appointed by the Directors as an interim or acting CEO in the absence of the appointed CEO shall be deemed to be the CEO for the purposes of this Constitution.

21.4 Delegation by Directors to CEO

The Directors may delegate to the CEO the power (subject to such reservations on the power as are decided by the Directors) to conduct the day-to-day management and control of the business and affairs of CV. The delegation will include the power and responsibility to:

(a) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Directors and to implement them to the extent approved by the Directors;

(b) manage the financial and other reporting mechanisms of CV;

(c) approve and incur expenditure subject to specified expenditure limits;

(d) sub-delegate his or her powers and responsibilities to employees or internal management committees of CV; and

(e) any other powers and responsibilities which the Directors consider appropriate to delegate to the CEO.

21.5 CEO to attend meetings

If appointed the CEO is entitled, subject to a determination otherwise by the Directors, to attend all meetings of CV, all meeting of the Directors and any Committees and may speak on any matter but does not have a vote.

22. COMPANY SECRETARY

22.1 Appointment of Company Secretary

There must be at least one Company Secretary who is to be appointed by the Directors.

22.2 Suspension and removal of Company Secretary

The Directors may suspend or remove a Company Secretary from that office.

22.3 Powers, duties and authorities of Company Secretary

A Company Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors. To avoid doubt, the Company Secretary in place at the time of adoption of this Constitution shall continue in that role.

23. COMMITTEES

23.1 Committees

The Directors may by written instrument delegate any of their powers to Committees consisting of such persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation. To avoid doubt, those Committees and Committee members in place at the time of adoption of this Constitution shall continue in effect.

23.2 Powers delegated to Committees

(a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Directors. A Committee is responsible to and reports to the Board.

(b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

23.3 Committee meetings

Committee meetings are governed by the provisions of this Constitution dealing with Directors' meetings, as far as they are capable of application.

24. JUDICIAL BODIES

24.1 Judicial bodies

The judicial bodies of CV are:

(a) the CV Tribunal; and

(b) the CV Appeals Tribunal.

The responsibilities and functions of a judicial body are governed by this Constitution and the By-Laws and, where relevant, the Rules.

24.2 CV Tribunal

(a) The Directors must establish and maintain the CV Tribunal that:

(i) will hear and adjudicate on any matter brought by CV pursuant to the Premier Cricket Competition Rules against a Premier Cricket Club or any member, official, employee, volunteer, player or other participant of a Premier Cricket Club, except as otherwise provided in the Premier Cricket Competition Rules; and

(ii) may hear any other matter brought before it in accordance with a By-Law.

(b) The CV Tribunal panel members shall be persons of experience and skills suitable to the function of chairing a disciplinary tribunal. The CV Tribunal panel members may be recommended by CV management but are appointed and removed by the Directors in their discretion.

(c) A CV Tribunal panel member shall be appointed as the chair and sole tribunal member for each hearing. CV management shall support the panel member as required. No CV Tribunal member shall be a member, official, employee or player of a Premier Cricket Club which participated in the match from which the charge arises (if applicable) or have any other actual or perceived conflict of interest (which written declaration of no interest must be made by the relevant CV Tribunal member prior to or immediately on appointment).

(d) The CV Tribunal shall observe the rules of natural justice. Subject to the requirements of the Premier Cricket Competition Rules and/or the By-Law or Rules in **clause 24.2(f)**, the CV Tribunal may lay down its own rules of procedure, which it may vary as it sees fit. The CV Tribunal shall not be subject to requirements of legal formality or bound by the rules of evidence.

(e) The CV Tribunal may make such findings and impose such sanctions as it sees fit, including but not limited to reprimanding, fining and suspending any Premier Cricket Club and/or reprimanding fining, suspending or disqualifying from playing any member, official, employee, volunteer, player or other participant of a Premier Cricket Club or other respondent to a matter before it.

(f) A By-Law or Rules must be established providing for the operation of the CV Tribunal. To avoid doubt, the body known as the Cricket Victoria Tribunal immediately before the adoption of this Constitution shall become the CV Tribunal, with such changes to its functions, membership and operation as are prescribed in this Constitution, the By-Laws or Rules.

24.3 CV Appeals Tribunal

(a) The Directors must establish and maintain the CV Appeals Tribunal to hear and adjudicate on any appeal lodged by a Premier Cricket Club or other interested party against a decision of the CV Tribunal or CV management under the Premier Cricket Competition Rules or a By-Law under **clause 24.2(a)(ii)** and this **clause 24.3**.

(b) The CV Appeals Tribunal panel members shall be persons of experience and skills suitable to participate in appeals tribunals and may be recommended by CV management but are appointed and removed by the Directors in their discretion.

(c) Three CV Appeals Tribunal panel members shall be appointed for each appeal hearing. Those three members of the CV Appeals Tribunal shall elect a chair from amongst their number. CV management shall support the CV Appeals Tribunal as required. No CV Appeals Tribunal member shall hear any matter in which they have an actual or perceived conflict of interest (which written declaration of no interest must be made by the relevant CV Appeals Tribunal member prior to or immediately on appointment).

(d) The CV Appeals Tribunal has jurisdiction to hear appeals where the interested party or Premier Cricket Club seeking to appeal (***Appellant***) satisfies the CV Appeals Tribunal that substantial new or additional evidence has become available or a substantive or procedural error or denial of natural justice has occurred, and the decision being appealed is:

(i) a decision of the CV Tribunal which resulted in a finding that the charge was proved and/or a sanction; or

(ii) a decision of CV management or the CV Tribunal in relation to determination of a dispute (for the avoidance of doubt, an appeal against a decision of CV management proceeds directly to the CV Appeals Tribunal).

(e) To appeal a decision of the CV Tribunal or CV management the Appellant must:

(i) lodge a notice stating in full the grounds of appeal (including detailed information related to the substantial new or additional evidence that has become available or the substantive or procedural error or denial of natural justice that has occurred) with CV management within 48 hours of the notification of a determination of the CV Tribunal or CV management in the manner prescribed by the Board (***Notice of Appeal***); and

(ii) pay the appeal fee (as determined by the Board from time to time) to CV when lodging the Notice of Appeal.

(f) The CV Appeals Tribunal shall observe the rules of natural justice. Subject to the Premier Cricket Competition Rules and/or the By-Law or Rules in **clause 24.3(g)**, the CV Appeals Tribunal may lay down its own rules of procedure, which it may vary as it sees fit. The CV Appeals Tribunal shall not be subject to requirements of legal formality or bound by the rules of evidence and shall have discretion to refund the appeal fee, entirely within its discretion, irrespective of whether the appeal is successful or not.

(g) The Directors must establish a By-Law or Rules consistent with this Constitution providing for the operation of the CV Appeals Tribunal. To avoid doubt, the body known as the Cricket Victoria Appeals Tribunal immediately before the adoption of this Constitution shall become the CV Appeals Tribunal, with such changes to its functions, membership and operation as are prescribed in this Constitution, the By-Laws or Rules.

25. PATRON

The Directors may appoint a patron or patrons of CV, with the acknowledgement of the Members at the next General Meeting following such appointment.

26. BY-LAWS

26.1 Making and amending By-Laws

(a) The Directors may from time to time make By-Laws which in their opinion are necessary or desirable for the control, administration and management of CV's affairs and Cricket in Victoria and may amend, repeal and replace those By-Laws.

(b) Interpretation of the By-Laws is primarily the responsibility of the Directors but may also occur in determination of a disciplinary matter under **clause 8** or a tribunal matter under **clause 24**.

(c) All By-Laws must be tabled at the General Meeting held following their declaration.

26.2 Effect of By-Laws

A By-Law:

(a) is subject to this Constitution;

(b) must be consistent with this Constitution; and

(c) when in force, is binding on all Members.

27. RULES

27.1 Making and amending Rules

(a) The Directors may from time to time make Rules which in the opinion of the Directors are necessary or desirable for the control, administration and management of Cricket in Victoria and may amend, repeal and replace those Rules.

(b) All Rules must be tabled at the General Meeting held following their declaration.

27.2 Effect of Rules

A Rule:

(a) is subject to this Constitution and the By-Laws;

(b) must be consistent with this Constitution and the By-Laws; and

(c) when in force, is binding on all Members, which Members shall ensure it is binding on their respective members and enforceable in Premier Cricket Competitions and such other competitions to which the Rule applies.

28. KEEPING AND INSPECTION OF RECORDS

28.1 Records

(a) The CEO shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of CV and the Board and shall produce these as appropriate at each Board meeting or General Meeting.

(b) The Directors will cause CV records to be kept for a period of 7 years from their creation.

28.2 Inspection of Records

(a) Members may on request inspect free of charge:

(i) the minutes of General Meetings; and

(ii) subject to **clause 28.2(b)** the financial records, books, securities and any other relevant document of CV.

(b) The Board may refuse to permit a member to inspect records of CV that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of CV.

(c) The Board must on request make copies of this Constitution available to Members and applicants for membership free of charge.

(d) Subject to **clause 28.2(b)**, a Member may make a copy of any of the other records of CV referred to in this clause and CV may charge a reasonable fee for provision of a copy of such a record.

(e) For the purposes of this clause:

relevant documents mean the records and other documents, however compiled, recorded or stored, that relate to the incorporation and management of CV and includes the following:

(i) its financial statements;

(ii) its financial records; and

(iii) records and documents relating to transactions, dealings, business or property of CV.

29. ACCOUNTS

29.1 Records kept in accordance with Act

Books, documents, securities and proper accounting and other records shall be kept in accordance with the Act, generally accepted accounting principles and/or any applicable code of conduct. All such records and the books of account shall be kept in the care and control of the CEO.

29.2 Board to submit accounts

The Board shall submit to the Annual General Meeting the accounts of CV in accordance with the Act and will distribute copies of financial statements as required by the Act.

29.3 Transactions

All cheques, promissory notes, banker's drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to CV, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors determine from time to time.

29.4 Auditor

(a) The appointment of a properly qualified auditor or auditors, the fixing of the remuneration of such auditor or auditors and the regulation of such auditor's or auditors' duties shall be in accordance with the Act.

(b) Members may remove an auditor from office by resolution made at a General Meeting in accordance with the Act.

30. SERVICE OF DOCUMENTS

30.1 Document includes notice

In this **clause 30**, document includes a notice.

30.2 Methods of service on a Member

CV may give a document to a Member:

(a) personally;

(b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or

(c) by sending it to an email or other electronic address nominated by the Member.

30.3 Methods of service on CV

A Member may give a document to CV:

(a) by delivering it to CV's registered office;

(b) by sending it by post to CV's registered office; or

(c) by sending it to an email or other electronic address nominated by CV.

30.4 Post

A document sent by post:

(a) if sent to an address in Australia, may be sent by ordinary post; and

(b) if sent to an address outside Australia, or sent from an address outside Australia, must be sent by airmail,

(c) and in either case is taken to have been received on the second business day after the date of its posting.

30.5 Electronic transmission

If a document is sent by email or any other form of electronic transmission, delivery of the document is taken to:

(a) be effected by properly addressing and transmitting the email or other form of electronic transmission; and

(b) have been delivered on the business day following its transmission.

31. INDEMNITY

31.1 Indemnity of officers

(a) This **clause 31** applies to every person who is or has been:

(i) a Director, CEO or Company Secretary of CV; and

(ii) to any other officers, employees, former officers or former employees of CV or of its related bodies corporate as the Directors in each case determine.

Each person referred to in this **clause 31.1(a)** is referred to as an Indemnified Officer for the purposes of this **clause 31**.

(b) CV will indemnify each Indemnified Officer out of the property of CV against:

(i) every liability (except a liability for legal costs) that the Indemnified Officer incurs as an Officer of CV or of a related body corporate of CV; and

(ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of CV or of a related body corporate of CV,

unless:

(iii) CV is forbidden by statute to indemnify the person against the liability or legal costs; or

(iv) an indemnity by CV of the person against the liability or legal costs would, if given, be made void by statute.

31.2 Insurance

CV may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an Indemnified Officer against liability that the Indemnified Officer incurs as an officer of CV or of a related body corporate of CV including a liability for legal costs, unless:

(a) CV is forbidden by statute to pay or agree to pay the premium; or

(b) the contract would, if CV paid the premium, be made void by statute.

31.3 Deed

CV may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **clause 31.1** on the terms the Directors think fit (as long as they are consistent with **clause 31.1**).

32. WINDING UP

32.1 Contributions of Members on winding up

(a) Each Voting Member must contribute to CV's property if CV is wound up while they are a Member or within one year after their membership ceases.

(b) The contribution is for:

(i) payment of CV's debts and liabilities contracted before their membership ceased;

(ii) the costs of winding up; and

(iii) adjustment of the rights of the contributories among themselves,

and the amount is not to exceed $100.

(c) No other Member must contribute to CV's property if CV is wound up.

32.2 Excess property on winding up

(a) If on the winding up or dissolution of CV, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:

(i) having purposes similar to those of CV and which are not-for-profit under the *Income Tax Assessment Act 1997* (Cth); and

(ii) whose constitution prohibits (or each of whose constitutions prohibit) the distribution of its or their income and property among its or their members to an extent at least as great as is imposed under this Constitution.

(b) That body is, or those bodies are, to be determined by the Voting Members at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

33. COMMON SEAL

(a) If CV has a common seal it shall:

(i) be kept in the custody of the CEO; and

(ii) not be affixed to any instrument except by the authority of the Board and the affixing of the common seal shall be attested by the signatures of two Directors or one Director and the Company Secretary.

(b) A Director may not sign a document to which the seal of CV is fixed where the Director is interested in the contract or arrangement to which the document relates.

34. SOURCE OF FUNDS

The funds of CV may be derived from annual membership subscriptions, fees and levies payable by Members, fines or similar payable to CV, prize money, donations, grants, sponsorships, marketing or other commercial exploitation of rights to which CV is entitled, investments, interest, dividends or other similar receipts and such other domestic and international sources as the Directors determine or are otherwise in keeping with the Objects.