

CONSTITUTION

CRICKET NORTH AUSTRALIA LTD (ACN [])

A COMPANY LIMITED BY GUARANTEE

ADOPTED WITH EFFECT FROM [*] 2019

[Explanatory Note: NTCA has modelled this draft constitution on the recently adopted SACA Company Constitution. Where possible measures set out in the current NTCA Constitution have been incorporated. There are also a number of new or more prescriptive provisions which are inherent in transitioning to a company limited by guarantee structure. Examples of these provisions include more prescriptive rules regarding the appointment of proxies (cl 11), restrictions on the removal of directors by other directors (cl 12.10 see Sect 203E), additional rights of member's to call meetings and cancellation/postponement of those meetings (cl 8.4).]

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CRICKET NORTH AUSTRALIA'S PURPOSE

1 What is the purpose of CNA

1.1 Purpose

The purpose of CNA is to grow, promote and develop the game of cricket to enhance community life in North Australia.

1.2 Pursuit of purpose

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

- (a) **(Spirit of the Game)** Within the Laws and Spirit of cricket, CNA will:
 - (i) foster the highest quality cricket talent and cricket pathways, and the highest ideals of sportsmanship, citizenship and loyalty, thereby cultivating strength, character, self discipline and respect for the game.
- (b) **(Control and management)** CNA may develop, control, manage and promote:
 - (i) cricket in North Australia through competition and commercial means; including through affiliation and co-operation with other organisations.
 - (ii) cricket matches played between the Clubs, representative matches involving player members of those Clubs, interstate and first class matches and other matches conducted under the auspices of CNA; and
 - (iii) cricket matches played at Marrara Cricket Ground and any grounds that CNA has a right to use.
 - (iv) community cricket formats that increase participation in cricket as a sport for all people in north Australia.
- (c) **(Marrara Cricket Ground and other grounds)** CNA may participate in:
 - (i) the control, management, improvement, promotion, maintenance and maximisation of the use of Marrara Cricket Grounds and any grounds that CNA has a right to use; and
 - (ii) the promotion and conduct of sports, recreation, entertainment, amusements or other events (other than cricket) held at Marrara Cricket Grounds or any other grounds or areas that CNA or any body, entity or enterprise described in clause 1.2(e) has or acquires a right to use and any areas or facilities reasonably proximate to Marrara Cricket Ground or such other grounds or areas.
- (d) **(Cricket Australia)** CNA will be the only North Australia affiliate of Cricket Australia and with such other body or bodies as may be thought fit and to support the objects, functions and undertakings of Cricket Australia.
- (e) **(Other arrangements and activities)** CNA may:
 - (i) enter into reciprocal, commercial or other working arrangements with any body, entity or enterprise which performs one or more of the objects or purposes set out in clauses 1.1 and 1.2 or has objects not incompatible with those of CNA or whose objects or activities shall in any manner

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advance either directly or indirectly the interests of CNA, the Members or CNA's ability to pursue its purpose;

- (ii) establish, promote, concur or assist in establishing, or promoting any other corporation, trust, joint venture or other entity having objectives not incompatible with those of CNA or which performs or promotes one or more of the objects or purposes set out in clauses 1.1 and 1.2 or whose objects or activities shall in any manner advance either directly or indirectly the interests of CNA, the Members or CNA's ability to pursue its purpose, and to conduct and carry on any such corporation, trust, joint venture or other entity and to take or otherwise acquire and hold shares, securities, units or any other interest in, and to guarantee payment of any obligations of, any such corporation, trust, joint venture or other entity; or
 - (iii) conduct such other business, undertaking or enterprise which the Board considers to advance either directly or indirectly the interests of CNA, the Members or CNA's ability to pursue its purpose.
- (f) **(General)** CNA may:
- (i) accept any gift, loan or bequest of any real or personal property and apply that property to pursue and implement CNA's purpose;
 - (ii) do anything else permitted by the law to pursue and implement CNA's purpose; and
 - (iii) do anything incidental or conducive to its purpose, or to the pursuit of its purpose.

1.3 **General powers under Act**

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

MEMBERSHIP OF CNA

2 Becoming a Member

2.1 *How to become a Member*

A person may become a Member if:

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

2.2 *When a person becomes a Member*

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

[Explanatory Note: Under the Corporations Act we can not assume a player who registers with a Club also wishes to be a member of CNA. Under this constitution a member must opt in.]

3 Classes of Members

3.1 *Classes*

Membership of CNA shall fall into the following classes:

- (a) Ordinary Members, which is comprised of the following Membership sub-classes:
 - (i) Directors;
 - (ii) Delegates of Affiliated Clubs, Associations and Committees; and
 - (iii) Life Members.
- (b) Registered Members;
- (c) such additional classes of Membership as the Board may from time to time establish.

3.2 *Eligibility criteria*

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

3.3 *Applications and fees*

The Board may determine from time to time:

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

3.4 *Membership numbers*

The Board may from time to time:

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

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

3.5 **Members shall belong to one class**

A Member may belong to only one class of Members.

3.6 **Rejected application**

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

[Explanatory Note - This is to reflect that a public company's AGM may be held within 5 months of the end of its financial year (not just in the month of November) and to ensure CNA is able to comply with the notice requirements for special resolutions under the Corporations Act. Specifically, CNA will be required to give at least 21 days notice of its AGM (see clause 8.3(a)(ii)). If an AGM is to be held before the 15th day of a month and the notice of intention to appeal is only provided on or shortly before the 15th day of the preceding month, it may be difficult for CNA to include that notice in the notice of AGM.]

4 **Rights and obligations of a Member**

4.1 **Effect of Membership.**

- (a) Members acknowledge and agree that:
 - (i) The Constitution constitutes a contract between each of them and CNA and that they are bound by the Constitution and the By-Laws.
 - (ii) They shall comply with and observe the Constitution and the By-Laws and any determination or resolution which may be made or passed by CNA or by the Board.
 - (iii) By submitting to the Constitution and the By-Laws they are subject to the jurisdiction of CNA.
 - (iv) The Constitution is made in the pursuit of a common object, namely the mutual and collective benefit of the Members and Cricket North Australia.
 - (v) The Constitution and the By-Laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Cricket North Australia.
 - (vi) They are entitled to all benefits, advantages, privileges and services of CNA Membership.
 - (vii) They are entitled to such other rights, benefits and privileges as the Board may determine from time to time for that class of Member.

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- (b) The rights, benefits and privileges of Members and each Membership Class shall be determined annually and only have effect in relation to each separate Membership Year.

4.2 Voting Members

- (a) Only Ordinary Members are entitled to receive notices of, attend and vote at meetings of CNA.
[Explanatory Note: Only these members should receive notices of meetings of CNA (noting, in any event, that the notices are available to the public anyway on CNA's website).]
- (b) Without limiting any right of recovery for unpaid Membership Fees, if a Member has not paid any Membership Fees by the due date notified to Members or such later date as is determined by the Board, all rights attaching to that Member's Membership are automatically suspended until the outstanding Membership Fee is paid in full.
- (c) Where a person belongs to more than one class of Membership, they may only exercise one vote.

4.3 Reciprocal arrangements

The Board may cause CNA to enter into reciprocal arrangements with the controlling authorities of cricket in other states of Australia.

4.4 Obligations of a Member

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

4.5 Member's contributions if CNA is wound up

A Member undertakes to contribute up to \$1.00 to the property of CNA if CNA is being wound up while they are a Member or at any time before one year after they cease to be a Member. Their contribution is to be used:

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

4.6 Not transferable

Membership is not transferrable.

4.7 Membership administration

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

- (a) the admission of persons as Members;
- (a) the lapse of Membership;
- (b) continuity or renewal of Membership;
- (c) refunds of Membership Fees; and
- (d) provision of services to Members.

5 Ceasing to be a Member

5.1 Resignation

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

5.2 Suspension or cancellation of Membership by the Board

- (a) The Board may suspend or cancel a Membership and, if cancelled, remove the Member's name from the Register for that Membership if:
 - (i) the Member is in breach of this Constitution or any By-laws or Regulations made under this Constitution;
 - (ii) the Member has failed to pay any Membership Fees or other amounts owing to CNA by the time required by any By-laws or Regulations made under this Constitution;
 - (iii) the Member has infringed any regulation of a Local Government or Act of Parliament or any by-law or regulation made by a Local Government or under an act of Parliament in using Marrara Cricket Ground or any grounds used or controlled by CNA; or
 - (iv) the Member's conduct is, in the opinion of the Board, prejudicial to the interests or reputation of CNA. **[Explanatory Note: the ability to suspend or cancel membership is consistent with Clause 22 and Clause 24 of the NTCA Constitution.]**
- (b) The Board may from time to time make rules (including by way of By-law or Regulation) concerning the administration of Membership suspensions and cancellations and associated procedures. **[Explanatory Note: These by-laws are currently spelt out in Clause 24 and 25 of the NTCA Constitution).]**

5.3 Company to notify Member and record cancellation

Promptly after a Membership is cancelled, CNA:

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

5.4 Other reasons for ceasing to be a Member

- (a) If a Member dies, then their Membership automatically ceases on that date.
- (b) If a Delegate ceases to be authorised by an affiliate member that delegate membership automatically ceases on that date.

5.5 Consequences of ceasing to be a Member

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

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

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

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

5.6 ***Reinstatement***

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

AFFILIATES

6 Associations, Clubs and Committees

6.1 Affiliated Clubs

Subject to clause 6.2, the following are the affiliated Clubs:

- (a) Darwin Cricket Club Inc;
- (b) Nightcliff Cricket Club Inc;
- (c) Waratah Cricket Club Inc;
- (d) Pint Cricket Club Inc;
- (e) Tracey Village Cricket Club Inc;
- (f) Palmerston Cricket Club Inc;
- (g) Southern Districts Cricket Club Inc;
- (h) University Cricket Club Inc;
- (i) Gapview Works Cricket Club Inc;
- (j) West Cricket Club Inc;
- (k) Federal Cricket Club Inc;
- (l) Rovers Cricket Club Inc; and
- (m) Alice Tigers Cricket Club Inc.

6.2 Admission and exclusion

A Club may be admitted to or excluded from CNA upon special resolution passed by the Board.

[Explanatory Note: As per the 'special resolution' definition in clause 28, a minimum notice period of 21 days has been specified. It is considered that this should give the Board sufficient time to consider any such resolution.]

6.3 Status of Affiliated Clubs

The Clubs are not Members and as such have no rights or obligations pursuant to this Constitution other than their ability to elect a Delegate member from the affiliate.

6.4 Affiliated Associations

Subject to clause 6.5, the following are the Associations affiliated with CNA:

- (a) Alice Springs Cricket Association Inc;
- (b) Katherine Cricket Association Inc;
- (c) Tennant Creek Cricket Association Inc;
- (d) Northern Territory Cricket Umpires' and Scorers' Association Inc;

6.5 Admission and exclusion

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An affiliated Association may be admitted to or excluded from CNA upon special resolution passed by the Board. **[Explanatory Note: As per the 'special resolution' definition in clause 28, a minimum notice period of 21 days has been specified. It is considered that this should give the Board sufficient time to consider any such resolution.]**

6.6 *Status of Affiliated Associations*

The affiliated Associations are not Members and as such have no rights or obligations pursuant to this Constitution other than their ability to elect a Delegate member from the affiliate.

6.7 *Affiliated Committees*

Subject to clause 6.8, the following Committees are affiliated with CNA as outlined in schedule 'C':

- (a) Darwin Cricket Management Committee;
- (b) Cricket North Australia Women's Cricket Committee;
- (c) Cricket North Australia Indigenous Cricket Advisory Committee;

6.8 *Admission and exclusion*

An affiliated Committee may be established or excluded from CNA upon special resolution passed by the Board. **[Explanatory Note: As per the 'special resolution' definition in clause 28, a minimum notice period of 21 days has been specified. It is considered that this should give the Board sufficient time to consider any such resolution.]**

6.9 *Status of Affiliated Committees*

The affiliated Committees are not Members and as such have no rights or obligations pursuant to this Constitution other than their ability to elect a Delegate member from the affiliate.

7 *Delegates*

7.1 *Identity of Delegates*

The Delegates are one representative from:

- (a) each of the affiliated Cricket Clubs;
- (b) each of the affiliated Associations; and
- (c) each of the affiliated Committees.

7.2 *Election of Delegates Representing an affiliated Cricket Club*

- (a) The Delegate representing an affiliated Cricket Club shall be elected or appointed annually by the playing members and ordinary members of that affiliated Cricket Club.
- (b) Only persons who are elected officials of the affiliated Cricket Club are eligible to be a Delegate representing an affiliated Cricket Club.

7.3 *Appointment of Delegate Representing an affiliated Association*

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- (a) The Delegate representing an affiliated Association shall be appointed annually by the affiliated Association.
- (b) Only persons who are elected officials of the affiliated Association are eligible to be a Delegate representing the affiliate Association.

7.4 Appointment of Delegate Representing an affiliated Committee

The Delegate representing the affiliated Committee shall, subject to clause 14.6, be appointed annually by the Committee

7.5 Person Commencing as a Delegate

- (a) A person shall commence as a Delegate upon receipt by the Chief Executive of written notice of the person's appointment or election from an authorised person of the affiliated Club or Association which appointed or elected that person as its representative.
- (b) The Delegate representing an affiliated Committee shall commence to be a Delegate from the time of appointment by the Board.

7.6 Person Ceasing to be a Delegate

A person shall cease to be a Delegate:

- (a) in the case of a Delegate representing an affiliated Club - upon the affiliated Cricket Club ceasing to be an affiliated Club;
- (b) upon the Delegate no longer being an elected official of the affiliated Cricket Club.;
or
- (c) advice from the affiliated Club that the Delegate has been removed or replaced as its representative and written notice of that removal or replacement signed by an authorised person of the affiliated Cricket Club being delivered to the Chief Executive;
- (d) in the case of a Delegate representing an affiliated Association - upon the affiliated Association ceasing to be an affiliated Association;
- (e) upon the Delegate no longer being an elected official of the affiliated Association; or
- (f) advice from the affiliated Association that the Delegate has been removed or replaced as its representative and written notice of that removal or replacement signed by an authorised person of the affiliated Association being delivered to the Chief Executive; or
- (g) upon the Delegate resigning by notice in writing delivered to the authorised person of the club or association which appointed or elected that Delegate and written notice of that resignation signed by the authorised person of the relevant club or association being delivered to the Chief Executive;
- (h) in the case of the Delegate from an affiliated Committee upon being removed by the Board or resigning by notice in writing delivered to the Chief Executive;
- (i) if the person dies;

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- (j) if the person becomes bankrupt or makes any arrangement or composition with the person's creditors generally;
- (k) if the person becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the Act relating to mental health;

If a person ceases to be a Delegate under **clause 7.6 (i) (j) or (k)** the Chief Executive shall, as soon as practicable, inform the relevant affiliated Club, Association or Committee represented by that Delegate.

7.7 Appointment or Election of New Delegates

In the event of a person ceasing to be a Delegate other than by virtue of being replaced, the affiliated Club, Association (as the case may be) which appointed or elected that Delegate shall, as soon as possible, appoint or elect another person to act as a Delegate.

CONDUCT OF MEMBERS' MEETINGS AND OTHER MATTERS

8 General meetings

8.1 Annual General Meetings

- (a) CNA must hold its AGM on a date nominated by the Board and in accordance with the Act.
[Explanatory Note: Section 250N of the Corporations Act provides that an AGM must be held within 5 months of the end of CNA's financial year (ie any time up to 30 November). CNA currently intends to continue holding its AGMs in November.]
- (b) The business of an AGM is:
- (i) to receive reports on the activities of CNA during the previous financial year;
 - (ii) to receive CNA's financial statements, the Directors' statement and report, and the auditor's report on the financial statements;
 - (iii) to declare the Member Elected Directors and Board Appointed Directors to the Board;
 - (iv) to deal with any other matter of which notice has been duly given; and
 - (v) to transact any other business which under this Constitution or the Act ought to be transacted at an AGM. **[Explanatory Note: these items are the same as those in Rule 49 of the existing NTCA Rules.]**

8.2 Calling general meetings

- (a) The Board, or the President, may call a general meeting whenever they think fit.
- (b) The Board must call and arrange to hold a general meeting on the request of at least half the number of voting members constituting a quorum for a general meeting. Any such request must be in writing, state any resolution to be proposed at the meeting and be signed by the Members making the request. **[Explanatory Note: the same requirement as those in Rule 48 of the existing NTCA Rules]**

8.3 Notice of general meetings

- (a) **(Notice required)** CNA must give a notice of a general meeting:
- (i) to each Voting Member; and
 - (ii) in accordance with the Act. **[Explanatory Note: section 249H of the Corporations Act requires at least 21 days notice be given.]**
- (b) **(Notice to be displayed on website and at Office)**
- (i) CNA must publish the notice of a general meeting on its website at least 21 days before the meeting. If a Member does not provide an email address to CNA for the purposes of receiving notices, the Member will be deemed to have notice of any general meeting at the date and time CNA publishes the notice on its website.

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- (ii) The objects of any general meeting, including the subject matter of any resolutions sought to be passed, shall be displayed in the Office at least 21 days before the meeting, and shall be open to the inspection of all Members during that period
- (c) **(Content of notice)** A notice of a general meeting must:
 - (i) set out the place, date and time for the meeting – and if the meeting is to be held in two or more places, the technology that is to be used to facilitate this;
 - (ii) state the general nature of the meeting's business;
 - (iii) if a special resolution is to be proposed at the meeting, set out an intention to propose the special resolution and state the resolution;
 - (iv) contain a statement setting out the following information:
 - (A) that a Member who is entitled to attend and cast a vote at the meeting has a right to appoint a proxy; and
 - (B) that the proxy need not be a Member; and **[Explanatory Note: section 249X of the Corporations Act contemplates a proxy being a non-member and it is not possible to limit proxies to persons who are members.]**
 - (v) set out any other matters required by the Act.
- (d) **(Attendance waives certain rights)** A person's attendance at a general meeting waives any objection that person may have to a failure to give notice, or the giving of a defective notice, of the meeting - unless the person at the beginning of the meeting objects to the holding of the meeting.

8.4 **Cancellation, postponement and change of venue of general meetings**

- (a) **(Who can cancel)** General meetings (including postponed or adjourned general meetings) may be cancelled or postponed (as the law allows) by the persons set out in paragraphs (i) to (vi).
 - (i) A general meeting called by the Board, other than a general meeting called under clause 8.2(b) or section 249D of the Act, may be cancelled or postponed by the Board as it thinks fit.
 - (ii) A general meeting called by the President may be cancelled or postponed by the President as the President thinks fit.
 - (iii) A general meeting called by the Board under clause 8.2(b) may only be cancelled or postponed by the Board if CNA receives either a request to do so, or a consent to it doing so, which has been signed by 75% of the Members who signed the request to call the meeting.
 - (iv) A general meeting called by the Board under section 249D of the Act may only be cancelled or postponed by the Board if CNA receives either a request to do so, or a consent to it doing so, which has been signed by all of the Members who signed the request to call the meeting.
 - (v) A general meeting called by the Members under section 249E of the Act may only be cancelled or postponed by all of the Members who called the general meeting.

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- (vi) A general meeting called by the Members under section 249F of the Act may only be cancelled or postponed by all of the Members who called the general meeting. **[Explanatory Note: this clause 8.4(a) is to reflect the legal position that after a notice of meeting has been validly issued, the meeting cannot be cancelled (or postponed) unless the constitution permits this.]**
- (b) **(Who can change the venue)** The venue for general meetings (including postponed or adjourned general meetings) may be changed (as the law allows) as follows:
- (i) the venue for any general meeting called by the Board or the President (including a general meeting called under section 249D of the Act) may be changed by the Board; and
 - (ii) the venue for any general meeting called by the Members under section 249E or 249F of the Act may be changed by all of the Members who called the general meeting.
- (c) **(Who the notice must be given to)** A notice cancelling, postponing or changing the venue for a general meeting must be given to each Voting Member and to every other person entitled to be given notice of that meeting under the Act.
- (d) **(Timing of notice)** A notice cancelling, postponing or changing the venue for a general meeting must be given at least 5 days before the time at which the general meeting was to be held.
- (e) **(Content of notice)** A notice:
- (i) cancelling a general meeting must state the reason for the cancellation; and
 - (ii) postponing or changing the venue for a general meeting must state:
 - (A) the reason for the postponement or change of venue; and
 - (B) the date, time and place of the general meeting or the postponed general meeting (as the case may be).
- (f) **(Costs of cancelling, postponing or changing venue)** Unless the Board decides otherwise:
- (i) the cost of cancelling or postponing a general meeting under clause 8.4(a)(iii) or 8.4(a)(iv) must be paid for by the Members who signed the request or consent to cancel or postpone that meeting; and
 - (ii) the cost of cancelling, postponing or changing the venue for a general meeting under clause 8.4(a)(v), 8.4(a)(vi) or 8.4(b)(ii) must be paid by the Members who called that meeting.

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

9 Proceedings at general meetings

9.1 Admission to general meetings

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

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

9.2 ***Holding a general meeting at two or more places***

- (a) **(Holding meeting at multiple places allowed)** CNA may hold a general meeting at two or more places using any technology which gives the voting Members as a whole a reasonable opportunity to participate.
- (b) **(Technology requirements)** Subject to clause 9.2(e), the technology used to hold a meeting in two or more places must, as a minimum, allow:
 - (i) every voting Member attending the meeting to hear each person who addresses the meeting;
 - (ii) every person who addresses the meeting to simultaneously be heard by each of the voting Members attending the meeting; and
 - (iii) the Chair to be aware of the proceedings in the other places at which the Chair is not present.
- (c) **(Quorum for meeting held at multiple places)** At a meeting held in two or more places using technology, a quorum is taken to be present if the minimum number of voting Members required to form a quorum specified in clause 9.3 is present in aggregate in all of the places at which the meeting is held.
- (d) **(Official venue)** A meeting held in two or more places using technology is taken to be held at the place at which the Chair is present.
- (e) **(Handling technical difficulties)** If, either before or during the meeting, any technical difficulty causes one or more of the matters set out in clause 8.2(b) to be not satisfied;
 - (i) the Chair may:
 - (A) adjourn the meeting until the difficulty is remedied; or
 - (B) continue to hold the meeting and transact business in the place where the Chair is present (and any other place which is linked under clauses 9.2(a) and 9.2(b)); and
 - (ii) no voting Member may object to the meeting being adjourned, being held or continuing.

9.3 ***Quorum at general meetings***

A quorum must be present when business starts to be transacted at any general meeting. For all general meetings, a quorum is 20 Voting Members. They may be present in person or by proxy. A person who is attending both as a Member and as a proxy for another Member is counted for each capacity or appointment for determining whether a quorum is present.

[Explanatory Note: this provision requires that a quorum only be present at the start of

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the meeting. It differs from the existing Rule 52 & 53 which provides that no item of business shall be transacted unless a quorum is present during the time the meeting considers that item. Requiring quorum only at the start of a members meeting better reflects general practice.]

9.4 **General meeting adjourned if no quorum**

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

9.5 **Chair of general meetings**

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

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

9.6 **Powers of the Chair**

- (a) The Chair has the powers in paragraphs (i) to (vii).
 - (i) (**Conduct**) The Chair is responsible for the general conduct of the meeting and for the procedures to be adopted at the meeting.
 - (ii) (**Procedure**) The Chair may require the adoption of any procedure which is, in the Chair's opinion, necessary or desirable for:

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- A proper and orderly debate or discussion - including limiting the time that a person present may speak on a motion or other item of business before the meeting; and
 - B the proper and orderly casting or recording of votes at the meeting - whether on a show of hands or on a poll.
- (iii) **(Terminate discussion)** The Chair may, subject to the Act, terminate discussion or debate on any matter whenever the Chair considers it necessary or desirable to do so for the proper conduct of the meeting.
 - (iv) **(Refuse discussion)** The Chair may refuse to allow debate or discussion on any matter which is not within the business stated in the notice of meeting or clause 8.1(b).
 - (v) **(Refuse amendment)** The Chair may refuse to allow any amendment to be moved to a resolution of which notice has been given under clause 8.3.
 - (vi) **(Postpone)** The Chair may, without limiting the rights under clause 8.4, postpone the meeting before it has started (whether or not a quorum is present) if at the time and place appointed for the meeting, the Chair considers that:
 - A there is not enough room for the number of Members who wish to attend the meeting; or
 - B a postponement is necessary - in light of the behaviour of the people present, or for any other reason - so that the business of the meeting can be properly carried out.
 - (vii) **(Time, place and venue of postponed meeting)** The Chair may decide the time, place and venue of a meeting postponed under clause 9.6(a)(vi).

Nothing in this clause 9.6 is to be taken to limit the powers that the law confers on the Chair.

10 Decisions of general meetings

10.1 Resolutions to be passed by majority

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

10.2 No casting vote

Subject to clause 12.4(f), if there is an equality of votes (whether on a show of hands or on a poll) the Chair is not entitled to a casting vote

10.3 Demand for a poll

- (a) At any general meeting, a resolution put to the vote of the meeting is decided on a show of hands unless a poll is demanded:

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- (i) by the Chair;
 - (ii) by at least five Members entitled to vote on the resolution; or
 - (iii) in any other circumstances permitted by the Act. **[Explanatory Note: the existing Rules contemplate voting by poll (referred to as by 'ballot') but are silent on how and when a ballot may be demanded. This clause 10.3 reflects the position under section 250L of the Corporations Act – the third circumstance in which a poll may be requested under the Act is by Members with at least 5% of the votes that can be cast on the resolution).]**
- (b) A poll may be demanded:
- (i) before a vote is taken;
 - (ii) before the voting results on a show of hands are declared; or
 - (iii) immediately after the voting results on a show of hands are declared.

10.4 Chair's declaration of result conclusive

If the Chair declares the result of a vote on a show of hands on a resolution and an entry to that effect is made in the minutes of the proceedings of CNA, then that is conclusive evidence of the result unless a poll is demanded in accordance with clause 10.3 and the demand is not withdrawn. There does not need to be any other proof of the number or proportion of the votes recorded in favour of or against the resolution.

10.5 Conduct of poll and other business

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

10.6 Withdrawal of demand for a poll

The demand for a poll may be withdrawn.

10.7 Validity of votes

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

10.8 Dispute

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

10.9 Direct Voting

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

11 Members' representatives at general meetings

11.1 Representative of more than one Voting Member

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

- (a) on a show of hands:
 - (i) the person is entitled (unless the person is prohibited from voting under clause 11.4(f)) to one vote only regardless of the number of Voting Members the person represents; and
 - (ii) that vote is cast for all the Voting Members the person represents;
- (c) on a poll taken on a resolution, the person is entitled to one vote for each Membership of each Voting Member that the person represents as proxy (except where the person is directed to abstain from voting on the resolution); and
- (d) the person must not exercise that vote in a way that would contravene any directions given to the person in any instrument appointing the person as a proxy.

11.2 Form of proxy

- (a) Subject to clauses 11.2(b) and 11.2(c), an instrument appointing a proxy is valid if it is in accordance with the Act or in any form the Board prescribes or approves.
- (b) If sent by post or fax, the instrument appointing a proxy must be signed by the Member making the appointment duly authorised in writing.
- (c) If sent by electronic transmission, an instrument appointing a proxy is taken to have been signed if it has been authorised or authenticated by the Member making the appointment in the manner the Board approves or as specified in the notice of meeting.

11.3 Lodgement of proxy documents

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

11.4 Authority given by appointment

- (a) **(Authority)** Unless the terms of the appointment specify to the contrary, an appointment confers authority on a proxy:
 - (i) to agree to a general meeting being convened by shorter notice than is required by the Act or by this Constitution;
 - (ii) to speak to any proposed resolution on which the Member may vote; and
 - (iii) to demand or join in demanding a poll on any resolution on which the Member may vote.
- (b) **(Other resolutions)** Unless the terms of the appointment specify to the contrary, even if the instrument of appointment refers to specific resolutions and directs the proxy on how to vote on those resolutions, the appointment is taken to confer authority:
 - (i) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
 - (ii) to vote on any procedural motion; and
 - (iii) to act generally at the meeting.
- (c) **(Postponed or adjourned meeting)** Unless the terms of the appointment specify to the contrary, if the instrument of appointment refers to a specific meeting to be held at a specified time or venue and the meeting is postponed or adjourned or changed to another venue, then the appointment confers authority to attend and vote:
 - (i) at the postponed or adjourned meeting; or
 - (ii) at the new venue.
- (d) **(Appoint Chair)** The instrument appointing a proxy may provide for the Chair to act as proxy in the absence of any other appointment or if the person or persons nominated fail or fails to attend the meeting.
- (e) **(Direct proxy how to vote)** The instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution. If the Chair determines, in their absolute discretion, that a proxy has voted in a manner inconsistent with the directions of their appointor, that vote shall be rendered invalid.
- (f) **(Proxy for more than one person may not vote on a show of hands)** If a proxy is appointed to vote on a particular resolution by more than one Voting Member and the instruments appointing the proxy direct the proxy to vote on the resolution in different ways, then the proxy must not vote as proxy on a show of hands taken on the resolution.

11.5 Validity

- (a) A vote cast in accordance with the terms of an instrument of proxy is valid even if before the vote was cast the Member that made the appointment of the proxy:

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- (i) died;
 - (ii) became of unsound mind;
 - (iii) revoked the proxy or power; or
 - (iv) revoked the authority under which the proxy was appointed by a third party.
- (c) However, clause 11.5(a) does not apply if written notification of the relevant event is received at the Office before the start or resumption of the meeting at which the instrument is used or the power is exercised. The Chair's decision as to whether a proxy has been revoked is final and conclusive.

11.6 Attendance by appointor

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

11.7 Proof of identity

- (a) The Chair may require any person purporting to act as a proxy to establish to the Chair's satisfaction (or the satisfaction of the Chair's delegate) that the person:
- (i) has been validly appointed as a proxy; and
 - (ii) is the person named in the relevant instrument of appointment.
- (b) If a person fails to satisfy the Chair (or their delegate) under clause 11.7(a), then the Chair may exclude that person from attending or voting (or both) at the meeting.

DIRECTORS AND THEIR POWERS AND DUTIES

12 Persons who may be Directors

12.1 Number of Directors

The Board shall consist of 9 Directors or such other number as CNA approves in a general meeting. **[Explanatory Note: this is one less than the current Board as existing Constitution provides]**

12.2 Composition of the Board of Directors

The Board shall consist of:

- (a) **(Member Elected Directors)** 6 Directors, as are elected by the Members in accordance with clause 12.3(e), 12.4 or, if and to the extent applicable, appointed by the Board in accordance with clause 12.11; and
- (b) **(Board Appointed Directors)** 3 Directors appointed by the Board. **[Explanatory Note: this clause 12.2(b) reflects the existing NTCA clause 27.3.]**

12.3 Member Elected Directors – nomination

- (a) The annual election of Member Elected Directors shall be conducted in accordance with this clause 12.3, clause 12.4 and any By-laws or Regulations made by the Board under clause 14.2 for the purposes of those clauses.
- (b) The Board shall appoint a Returning Officer and shall set a date and hour by which nominations must be received for the positions of Member Elected Directors (**Closing Time**), such date being not less than 25 Business Days before the date of the AGM
- (c) The Returning Officer shall call for nominations to fill the positions of Member Elected Director that are vacant due to the circumstances referred to in clauses 12.11(a)(ii) and 12.11(a)(iii) (if any) or are to be vacated pursuant to clause 12.7 (together the **Vacant Positions**) by:
 - (i) sending a notice via email to each Voting Member to the email address nominated by the Member for the purpose of receiving notices or other documents from CNA by no later than 10 Business Days prior to the Closing Time; and
 - (ii) publishing a notice on CNA's website by no later than 10 Business Days prior to the Closing Time.
- (d) All nominations must:
 - (i) be made in made in writing or by electronic means approved by the Board signed by at least two Voting Members and must be accompanied by the written consent of the candidate (which consent may be endorsed on the form of nomination); and
 - (ii) be delivered to the Returning Officer prior to the Closing Time in the manner directed in the notice calling for nominations.
- (e) Subject to advice from the Nominations Committee, if the number of candidates nominated is equal to or less than the number of Vacant Positions, the Chair at the

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AGM shall declare such candidates duly elected with effect from the close of the AGM.

- (f) A candidate may withdraw their nomination at any time prior to the commencement of the AGM.
- (g) Any vacancy caused by a lack of nominations, by the withdrawal of a nomination or by the death of a candidate or a candidate not being eligible to be a Director in accordance with clause 12.6 shall be deemed to be a casual vacancy and may be filled by the Directors then in office after the AGM. **[Explanatory Note: the qualification that the vacancy may be filled 'after the AGM' is because otherwise if the person was appointed before the AGM they would be required to stand for re-election in accordance with clause 12.7(c) at that AGM.]**

12.4 Member Elected Directors – ballot

If the number of candidates nominated for the position of Member Elected Director exceeds the number of Vacant Positions, a ballot shall be held in accordance with this clause 12.4 and any By-laws or Regulations made by the Board under clause 14.2 for the purposes of this clause. The following provisions shall apply to the ballot:

- (a) CNA shall, within 10 Business Days after the Closing Time, cause each Voting Member to be provided with relevant voting information dealing with completion of the ballot and the voting procedure as determined from time to time by the Board, the appropriate ballot listing the candidates, and any statement by a candidate in support of their election not exceeding 250 words and that is not misleading, offensive or defamatory (as approved by the Independent Nominations Committee Chair, in their absolute discretion, after consulting with the other members of the Nominations Committee and subject to any guidelines determined by the Board from time to time);
- (b) if the Nominations Committee has given any recommendations on the candidates in accordance with clause 14.5(h), the information referred to in clause 12.4(a) must include or be accompanied by such recommendations; **[Explanatory Note: this means the Nominations Committee has a discretion to give recommendations, but if it chooses to do so, those recommendations must be included in or accompany the election material. The making of recommendations about the election of directors is consistent with commonly accepted corporate governance practice.]**
- (c) the information referred to in clauses 12.4(a) and 12.4(b) will be sent to each Voting Member to the email address nominated by the Member for the purpose of receiving notices or other documents from CNA;
- (d) for the purpose of conducting a ballot the Chief Executive shall supply to the Returning Officer a certified list of Members who are entitled to vote;
- (e) after the close of the ballot the Returning Officer shall certify the number of votes received by each candidate. Successful candidates will be declared elected by the Chair of the AGM or the Returning Officer with effect from the close of the AGM;
- (f) in case of an equality of votes, the Chair if not a candidate, shall have a casting vote. If the President is a candidate the casting vote shall be exercised by the Independent Nominations Committee Chair
- (g) the decision of the Returning Officer as to:

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- (i) the validity of any vote;
 - (ii) the right of any Member to vote;
 - (iii) which votes shall be counted; and
 - (iv) generally as to the conduct of the ballot and the scrutiny,
shall be final;
- (h) Subject to this Constitution. Member Elected Directors shall, upon declaration as elected in accordance with this Constitution, hold office until the conclusion of the third Annual General Meeting following the meeting at which the Member Elected Director is elected.
- (i) Member Elected Directors shall be elected to ensure rotational terms so that 2 Member Elected Directors retire in each year.
- (j) The Board may take such steps as are necessary to ensure the rotation under **clauses 18.3(c)**, subject always to this Constitution.

12.5 **Board Appointed Directors**

- (a) The Member Elected Directors shall, by resolution, appoint 3 persons to be Board Appointed Directors
- (b) A Board Appointed Director has the same rights, powers and duties as the other Directors.
- (c) The appointment of an Appointed Director shall not take effect unless and until confirmed by the Members at a general meeting. Confirmation shall be by such procedure as is determined by the meeting or otherwise in accordance with the By-Laws. Subject to **clauses 18.4(c), 18.14, 18.15 and 18.16**, an Appointed Director shall, on confirmation of that person's appointment by the Members at a general meeting, hold office until the conclusion of the third Annual General Meeting following the general meeting at which the appointment of that person was confirmed.
- (d) Appointed Directors shall be appointed to ensure rotational terms so that one Appointed Director retires in each year. Initial rotations shall be determined by the Elected Directors.

12.6 **Eligibility to be a Director**

- (a) **(Eligible under Act)** A Director must be a natural person who is entitled to be a director of a company registered under the Act. **[Explanatory Note: section 201B of the Corporations Act provides that only an individual who is at least 18 may be appointed as a director. Further, a person who is disqualified from managing corporations under Part 2D.6 of the Act may only be appointed with ASIC's permission or leave of the Court.]**
- (b) **(Member Elected Director)** A Member Elected Director must hold Membership as a Voting Member at all times during their appointment.
- (c) **(Board Appointed Director)** The Board Appointed Director must be a member of one of the membership Classes at all times during their appointment.
- (d) **(Consent required)** The election or appointment of a person as a Director is not effective until CNA has received from the person a written consent to be a Director.

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12.7 Term of office of Directors

A Director's term in office lasts for the relevant period set out in clause 12.7(a), 12.7(b) or 12.7(c) unless it ends earlier under this Constitution or the Act.

- (a) A Member Elected Director ceases to hold office upon their retirement as follows:
 - (i) At every AGM, two Member Elected Directors for the time being shall retire from office less:
 - (A) the number of Directors (if any) standing for election in accordance with clause 12.7(c); and
 - (B) the number of positions of Directors vacant due to the circumstances referred to in clauses 12.11(a)(ii) and 12.11(a)(iii) (if any).
 - (ii) The Member Elected Directors to retire under clause 12.7(a)(i), shall be those who have been longest in office since their last election or re-election.
 - (iii) As between persons who were last elected or re-elected Member Elected Directors on the same day those to retire shall be those who have been longest in office since their initial election as a Member Elected Director but as between persons who have held such office for identical continuous periods, those to retire (unless they otherwise agree amongst themselves) shall be determined by lot.
- (b) Subject to clause 12.8(a), a Member Elected Director who retires pursuant to clause 12.7(a) is eligible for re-election.
- (c) A Director appointed to fill a vacancy or casual vacancy under clause 12.11(a) holds office until the AGM next occurring after their appointment, at the closure of which their appointment will terminate. The person may stand for election to fill that position as a Member Elected Director in accordance with clause 12.3 but, if the person stands for election, they must not be distinguished or identified on the ballot in any election material by an asterisk or otherwise as a sitting Director or as a Director who is seeking re-election, other than a factually correct and not-misleading textual statement included in their candidate statement. ***This retirement mechanism means that if a person appointed to fill a casual vacancy stands for election, they are counted as one of the 3 Directors required to retire at an AGM. This has the potential to postpone a Member Elected Director's retirement in that year and the retirement dates of certain other Directors in future years, by a period of most likely one further year. For example, if a Director due to retire at the 2019 AGM (along with 2 other Directors) resigns before the 2018 AGM and the Board fills that casual vacancy, the Director so appointed to fill the casual vacancy will need to stand for election at the 2018 AGM. That person will then not need to retire at the 2019 AGM and instead, the retirement of one of the three Member Elected Directors previously due to retire at the 2018 AGM will be pushed back to the 2019 AGM.***
- (d) A retiring Director will remain in office until the closure of the AGM at which that Director retires.

12.8 Maximum term of office of Directors

- (a) Subject to clause 12.8(c) and 12.8(d), a Director may not serve more than three consecutive terms as a Director. ***[Explanatory Note: this reform would limit tenure***

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on the CNA board to a maximum of three consecutive terms. With 3 Directors to retire each year (two member elected and one board appointed), each Director would therefore generally be limited to a 10 year term (subject to the limited exceptions listed in clauses 12.7(b), 12.8(b) and 12.8(c)).

- (b) Service by a person filling a vacancy or casual vacancy in a Member Elected Director position under clause 12.11(a) until the first AGM following their appointment, will not be counted as a term or included in determining the person's period of service as a Director for the purposes of clause 12.8(a).
- (c) A Member Elected Director who holds office as President or Vice-President at the Closing Time for the AGM at which they are required to retire for a third time in accordance with clause 12.7(a), may nominate for re-election for an additional term.
- (d) A Director who has served a maximum term of office in accordance with clause 12.8(a), shall not be eligible to be a Director for 3 years following the completion of their maximum term. ***[Explanatory Note: this is to provide a period after which the maximum term will 're-set', after which a person would be entitled to nominate for election again. Many modern constitutions for Australian sporting organisations include similar provisions.]***
- (e) If in the opinion of the Nominations Committee there are no suitable nominees or there are compelling company circumstances Clause 12.8(a) and Clause 12.8(d) may be suspended until the Nominations Committee have satisfied themselves that there are suitable nominees and or that the circumstances that gave rise to the suspension have now been satisfactorily resolved.

12.9 Resignation of Directors

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

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

12.10 Ceasing to be a Director

- (a) Subject to clause 12.10(b), a person ceases to be a Director and creates a casual vacancy for that office if the Director:
 - (b) dies;
 - (c) ceases to be eligible as a Director under clause 12.6;
 - (d) is removed from office under section 203D of the Act;
 - (e) in the case of a Member Elected Director who stands for re-election for a fourth consecutive term in accordance with clause 12.8(c) and is so re-elected, that Director ceases to hold office as President or Vice-President;
 - (f) without the permission of the other Directors, absents himself or herself from three consecutive meetings of the Directors;
 - (g) becomes an undischarged bankrupt;
 - (h) becomes of unsound mind or a person whose property is liable to be dealt with under a law relating to mental health; or
 - (i) resigns in accordance with clause 12.9;.

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- (j) The Board Appointed Director ceases to be a Director in the circumstances described in clause 12.10(a) . A vacancy in the position of Board Appointed Director may be filled by the Board subject to that person being eligible to be a Director under clause 12.6.

12.11 Vacancies and casual vacancies

- (a) Subject to clause 12.11(b), the Board may appoint any person who is eligible to be a Director under clause 12.6 as a Director:
- (i) to fill a vacancy in the circumstance of a shortfall in nominations under clause 12.3(g) of persons for election as Member Elected Directors;
 - (ii) to fill a casual vacancy; or
 - (iii) as an addition to the Board to fill a vacancy in the circumstance where the number of Member Elected Directors is fewer than the number specified in clause 12.2(a). **[Explanatory Note: this is to clarify that the Directors may appoint a person as Director where the Board is comprised of fewer persons than the maximum specified in this Constitution. The existing Rules are silent on appointment rights in these circumstances outside of a casual vacancy and it is desirable to clarify this point.]**
- (c) The Board may not appoint a person as a Director to fill a position referred to in clause 12.11(a)(ii) or 12.11(a)(iii) during the period in any year commencing on the date the notice is sent for the purposes of clause 12.3(c)(i) and ending at the conclusion of the AGM to which that notice relates. **[Explanatory Note: this timing qualification is to clarify that the Directors cannot appoint a person as Director under clause 12.11(a)(ii) or 12.11(a)(iii) during a Director election process (as that right is reserved for Members during that time).]**
- (d) The continuing Directors may act despite any vacancy in the Board of Directors. However, if the number of Directors is less than the quorum required in clause 16.2(a), then the continuing Directors may act only for the purpose of filling vacancies to the extent necessary to bring their number up to that number. **[Explanatory Note: this means that if the number of directors falls below 9, the other directors can continue to act (unless there is less than quorum in which case they can only act for the purposes of bringing their number back up to quorum).]**

13 Remuneration of Directors

- (a) No Director is entitled to any remuneration for his or her services as a Director unless the Voting Members resolve otherwise. **[Explanatory Note: this means Directors are unable to be paid remuneration for being a Director unless and until Members resolve otherwise.]**
- (b) A Director may, with the approval of the Directors and subject to the Act, be:
- (i) paid by CNA for services rendered to it other than as a Director; and
 - (ii) reimbursed by CNA for their reasonable travelling, accommodation and other expenses when:
 - (A) travelling to or from meetings of the Directors, a committee or CNA; or
 - (B) otherwise engaged in the affairs of CNA.

14 Powers and duties of Directors

14.1 Directors' powers

- (b) **(Power vested in Directors)** Subject to the Act and this Constitution, the management and control of the business and affairs of CNA is vested in the Directors. The Directors may exercise all the powers of CNA that this Constitution or the Act do not require to be exercised by CNA in general.
- (c) Without limiting the generality of clause 14.1(a), the Directors may on terms and conditions they think fit exercise all the powers of CNA:
- (i) to borrow or raise money;
 - (ii) to charge any of CNA's property or assets; or
 - (iii) to issue debentures or give any other security for any debt, contract, guarantee, engagement, obligation or liability of CNA or of any other person.

14.2 By-laws and Regulations

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

14.3 Approval of Constitutions of Affiliates

The Board shall approve the constitution of all affiliate Clubs and affiliate Associations and may direct any affiliate Club or affiliate Association to amend or repeal any clause of its constitution or insert into such constitution such clauses as it deems necessary for the orderly regulation of the game of cricket in North Australia, provided that no amendment, repeal or insertion may be required that would be repugnant to or inconsistent with any requirement of the Act or the law under which such affiliate club or affiliate association is incorporated.

14.4 Competitions Conducted by the Darwin and District Cricket Management Committee

The Board shall have the power, subject to clause 14.6, to decide on the number of cricket clubs which shall take part in competitions conducted by the Darwin and Districts Cricket Management Committee and to determine which cricket clubs shall be entitled to take part in such competitions.

14.5 Competitions Conducted by the Regional Cricket Association

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- (a) The Board shall have the power to determine the number and the boundaries of regional cricket controlling authorities (being cricket associations) which may elect Delegates of Cricket North Australia
- (b) The Board shall have the power to determine the number and the boundaries of the Regional Cricket Zones into which regional cricket clubs shall be grouped for the purpose of electing representatives as Delegates and for the playing of intra-zone and inter-zone cricket matches.

14.6 Recommendations

For the purposes of **clauses 14.4 and 14.5(a) and (b)**, the Board shall take into consideration but shall not be bound by any recommendation made by the Darwin and Districts Cricket Management Committee and the Regional Cricket Associations respectively.

14.7 Committees

- (a) The Board may delegate any of its powers to committees consisting of any person or persons (including Directors, employees, Members or other persons) as it thinks fit.
- (b) Without limiting clause 14.7(a), any Committee may be formed for the purpose of exercising any powers so delegated or so advising the Board (as the case may be) in relation to the business and affairs of CNA.
- (c) Any Committee so formed or person or persons so appointed must, in the exercise of the powers so delegated, or functions entrusted, comply with any directions, rules or regulations made by the Board.
- (d) The meetings and proceedings of any Committee referred to in clause 14.7(a) consisting of two or more persons are governed by the provisions in this Constitution for regulating the meetings and proceedings of the Directors so far as they are capable of applying - unless the Board decides otherwise.

14.8 Finance and Audit Committee

- (a) Without limiting clause 14.7(a), the Board shall form a Finance and Audit Committee.
- (b) The Finance and Audit Committee shall comprise not less than three and not more than four Directors as appointed by the Board from time to time. The Board may change the composition of the Finance and Audit Committee from time to time.
- (c) The role of the Finance and Audit Committee shall be to:

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- (i) review CNA's financial accounts and recommend them to the Board for approval;
- (ii) oversee the relationship, appointment and work of external and internal auditors;
- (iii) review compliance-related matters;
- (iv) oversee CNA's risk management framework; and
- (v) regularly review CNA's ongoing financial accounts, systems and delegations; and
- (vi) perform such other functions as may be delegated to the Committee by the Board from time to time.

14.9 **Nominations Committee**

- (a) Without limiting clause 14.7(a), the Board shall form a Nominations Committee.
- (b) The Nominations Committee shall comprise:
 - (i) at least one person (Independent Member) who:
 - (A) is not a Director;
 - (B) is not and has not been within the three years preceding their appointment:
 - i. employed by or had a significant business relationship with CNA, Cricket Australia or any Club; or
 - ii. the holder of any office within CNA, Cricket Australia or any Club; and
 - (ii) is free, in the opinion of the Board, of any interest, position, association or relationship that might influence, or reasonably be perceived to influence, in a material respect his or her capacity to bring an independent judgment to bear on issues before the Nominations Committee; and **[Explanatory Note: the criteria in this clause 14.9(b)(i) is broadly reflective of the ASX Corporate Governance Principles and Recommendations (3rd edition) commentary on what characterises a director as independent.]**
 - (iii) with a balance of positions on the Committee held by the President and one Director; and
 - (iv) one life member.
- (c) For the avoidance of doubt, a person will not be precluded from being appointed an Independent Member of the Nominations Committee solely by reason of that person holding a Membership.
- (d) A Director who sits on the Nominations Committee and is standing for re-election as a Member Elected Director in accordance with clause 12.7(b) must stand down from the Nominations Committee and not be present at any Nominations Committee meetings or participate or vote on any Nominations Committee matters during that election period.
- (e) The Board may change the composition of the Nominations Committee from time to time.

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- (f) The Independent Member will act as Chair of the Nominations Committee (**Independent Nominations Committee Chair**). If there is more than one Independent Member, the Nominations Committee must appoint one of the Independent Members to act as Independent Nominations Committee Chair.
- (g) The role of the Nominations Committee shall be to:
 - (i) perform the functions allocated to it in this Constitution; and **[ExplanatoryNote: at present, the roles specifically given to the Nominations Committee (or members of it) under this constitution are under clauses 12.4(a), 12.4(b) and 14.9(h). See Schedule for terms of reference]**
 - (i) perform such other functions as may be delegated to the Committee by the Board from time to time.
- (h) The Nominations Committee may give recommendations to the Directors and Members on the appointment of persons to fill casual vacancies under clause 12.11 or the election of persons standing for election as Member Elected Directors or Board Appointed Directors. **[Explanatory Note: see the drafting note in clause 12.4(b) in relation to the consequences of the Nominations Committee giving (or determining not to give) recommendations.]**

14.10 Delegation of powers

- (a) Without limiting this clause 14.10 or clause 18.2, the Board may delegate any of its powers to the Chief Executive or any employee of CNA or any other person or persons as it thinks fit.
- (b) Any delegation by the Board of its powers:
 - (i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;
 - (ii) may be either general or limited in any way provided in the terms of the delegation;
 - (iii) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position; and
 - (iv) may include the power to delegate.
- (c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.
- (d) Any power exercised by a delegate is as effective as if it had been exercised by the Board.
- (e) Without limiting the powers of the Board to make delegations, By-laws and Regulations may provide for delegations pursuant to this clause 14.

CONDUCT OF BOARD MEETINGS

15 Proceedings of Board meetings

15.1 *Directors to regulate meetings*

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

15.2 *Quorum for a Board meeting*

- (a) For a matter to be considered at a meeting of the Board, a quorum of 5 Directors must be present when the matter is dealt with.
- (b) If there are fewer than 5 Directors in office at any time, then the remaining Directors may only act to increase the number of Directors in accordance with clause 12.11(c) or in an emergency.

15.3 *Convening Board meetings*

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

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

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

15.4 *Notice of Board meetings*

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

15.5 *Board meetings by technology*

- (a) **(Communication requirements)** A meeting of the Board may consist of a conference between Directors some, or all, of whom are in different places provided that each Director who participates is able:
 - (i) to hear each of the other participating Directors addressing the meeting; and
 - (ii) if he or she wishes to address each of the other participating Directors, to do so simultaneously.
- (c) **(Any technology)** A meeting held under clause 15.5(a) may be held by the Directors in person, by conference telephone or by any other form of communication (whether

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or not it exists when this clause 15.5 is adopted) or by a combination of any of these methods.

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

15.6 Chair of Board meeting

The Director appointed by the Board as Chair in accordance with clause 9.5(a), or, in the Chair's absence, the Director appointed by the Board as Deputy Chair in accordance with clause 9.5(b), is entitled to preside at each meeting of the Board. However, the Directors present may choose another Director to chair the meeting if:

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

15.7 Decisions of Directors

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

15.8 Acts not invalid

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

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

15.9 ***Written resolutions of Directors***

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

16 **Personal interests of Directors**

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

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

16.2 ***Restriction on voting***

- (a) A Director who has, directly or indirectly, a material personal interest in any matter that is being considered at a Board meeting must not (except as allowed under clause 16.2(b) or otherwise by the law):
 - (i) be present while the matter is being considered at the meeting;
 - (ii) be counted in the quorum for the purposes of considering the matter; or
 - (iii) vote on the matter.
- (b) However, clause 16.2(a) does not apply in the situations allowed under section 195(2) of the Act which, as at the Adoption Date, means that clause 16.2(a) does not apply if Directors who do not have a material personal interest in the matter have passed a resolution that:
 - (i) identifies the Director, the nature and extent of the Director's interest in the matter and its relation to the affairs of CNA; and
 - (ii) states that those Directors are satisfied that the interest should not disqualify the Director from voting, being present or being counted in the quorum.
- (c) If section 195(2) of the Act is modified, replaced or substituted, then this clause 16.2(b) is read as amended so that it is consistent with the modified, replaced or substituted section.
- (d) A contravention of clause 16.2(a) by a Director does not affect the validity of any resolution.

OFFICE BEARERS, CEO, SECRETARY AND PATRONS

17 President and Vice-President

17.1 Office bearers

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

17.2 Term of office

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

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

17.3 Delegation by Board

The Board may delegate to the President and Vice-President any of its powers as it thinks fit.

18 Chief Executive

18.1 Appointment by Board

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

18.2 Delegation by Board to Chief Executive

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

- (a) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Board and to implement them to the extent approved by the Board;
- (b) manage the financial and other reporting mechanisms of CNA;
- (c) approve and incur expenditure subject to specified expenditure limits; and

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

18.3 Chief Executive to attending meetings

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

19 Secretary

19.1 Appointment by Board

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

19.2 Consent

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

19.3 Removal

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

20 Patrons

20.1 Appointment by Board

The Board may appoint a Patron of CNA. The Patron holds office on the terms and conditions as decided by the Board. The Board may remove a Patron in its absolute discretion.

20.2 Default appointment

Until an appointment is made to the contrary pursuant to clause 20.1, the Patron shall be the Administrator for the time being of the Northern Territory.

20.3 Consent

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

OFFICERS' INDEMNITY

21 Indemnity

21.1 Persons to whom clause 21.2 applies

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

21.2 Indemnity

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

21.3 Extent of indemnity

The indemnity in clause 21.2:

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

21.4 Insurance

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

21.5 Savings

Nothing in clause 21.2 or 21.4:

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

21.6 Deed

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

GENERAL PROVISIONS

22 Application of income and property of Company

- (a) The income and property of CNA shall be applied solely in furtherance of its purpose as set out in clause 1 and no part of the income or property of CNA may be distributed, paid or transferred directly or indirectly to or amongst the Members except in accordance with clause 22(b).
- (b) Clause 22(a) does not prevent CNA from making a payment in good faith to any person who is a Member if the payment is:
 - (i) remuneration for their services as a Director, other officer or servant of CNA or for any services provided to CNA (subject to clause 13);
 - (ii) for goods supplied to CNA in the ordinary course of business;
 - (iii) for reasonable rent for premises let to CNA in the ordinary course of business;
 - (iv) for expenses incurred on behalf of CNA; or
 - (v) permitted under clause 21.2 or under a deed entered into under clause 21.6.

23 Common Seal and executing documents

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

24 Winding up

- (a) If, on the winding up or dissolution of CNA and after satisfaction of all its debts and liabilities, there is any property remaining, then that property must be given or transferred to some other organisation or organisations selected by the voting Members before or at the time of dissolution, which has a purpose or purposes that the voting Members consider similar to the purpose of CNA and which is not carried

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on for the profit or gain of its individual members. That property must not be paid to or distributed among the voting Members.

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

25 Notices

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

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is required to be given, then the day of service is counted as one of those days, or in that period.

- (e) **(Electronic signatures)** A fax transmission, computer or electronic transmission or similar electronic means of communication addressed to, or received by, CNA and purporting to be signed by, or addressed from, a Director or Member is taken to be signed by that Director or Member (as applicable).

26 General

26.1 *Replaceable rules do not apply*

The replaceable rules do not apply to CNA.

26.2 *Amendment*

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

26.3 *Liability limited by guarantee*

The liability of the Members is limited by guarantee.

26.4 *Governing law and jurisdiction*

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

26.5 *Severance*

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

27 Transitional Provisions

27.1 *Transitional arrangements*

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

27.2 *Transitional Provisions paramount*

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

27.3 *Continuance of Transitional Provisions*

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

DEFINITIONS AND INTERPRETATION

28 Definitions

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

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

Adoption Date means [to be determined] 2019. **[Explanatory Note: adoption date subject to consideration (including CNA operational requirements for transition).]**

AGM means annual general meeting of CNA.

ASCA means Alice Springs Cricket Association Inc

ASIC means the Australian Securities and Investments Commission.

Board means the Board of Directors of CNA acting as a body.

Board Appointed Director means a Director appointed by the Board under **clause 12.5**

Business Day means a day except a Saturday, Sunday or public holiday in the Northern Territory.

By-laws means by-laws made pursuant to clause 14.2.

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

Chief Executive means the person the Directors appoint under this Constitution whether with that title or otherwise.

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

Clubs means the affiliated clubs of CNA referred to in or determined under clause 6.1

Closing Time has the meaning given to that term in clause 12.3(b).

Committee means a committee formed under clause 15.7(a)

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

Constitution means this document as amended from time to time.

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

CNA means Cricket North Australia Ltd (ACN [to be inserted when company limited by guarantee registered]). Successor to the Northern Territory Cricket Association Incorporated: Trading as - Cricket North Australia, Northern Territory Cricket, Darwin and Districts Cricket.

Darwin and Districts Cricket Management Committee means the committee constituted pursuant to clause 6.7(a) and 14.7.

Darwin and Districts Cricket competition means the cricket competition conducted by the Darwin Cricket Management Committee.

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Delegate means a person elected by members of an Affiliated Club or an Affiliated Association or Affiliated Committee of CNA to be a voting member of CNA.

Deputy Chair means the Director (if any) elected to act in that capacity in accordance with clause 9.5(b).

Director means a director of CNA for the time being including Member Elected Directors and Board Appointed Directors..

Independent Nominations Committee Chair has the meaning given to that term in clause 14.9.

Marrara Cricket Grounds means that portion of the Marrara Sports Precinct on Abala Road known as the Marrara Cricket Ground Number 1 and number 2 Oval.

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

Member Elected Director has the meaning given to that term in clause 12.2(a).

Membership means the membership interest a person holds in CNA.

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

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

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

North Australia incorporates but is not limited to the Northern Territory.

NTCA means Northern Territory Cricket Association Inc.

Office means the registered office for the time being of CNA.

Ordinary Member means a person who is a Life Member, Director or a Delegate of an Affiliated Club, Affiliated Association or Affiliated Committee, who has the right by virtue of their membership of the affiliate of voting member of CNA Ltd

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

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

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

Registered Member means a financial member whose name appears in the register of members.

Regulations means regulations made pursuant to clause 14.2.

Returning Officer means the person appointed to act in that capacity in accordance with clause 12.3(b).

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

Special Resolution:

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- (a) when used in clause 6.2, 6.5 and 6.8, means a resolution of which at least 21 days notice in writing has been given to the Board members (as applicable) and that has been passed by at least 75% of the votes cast by the Directors entitled to vote on the resolution; and
- (b) in all other cases, has the meaning given to that term in the Act.

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

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

Vacant Position has the meaning given to that term in clause 12.3(c).

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

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

29 Expressions used in the Act

An expression or term used in this Constitution, unless the contrary intention appears, has the same meaning as that expression or term has in a Part, Chapter or Division of the Act dealing with the same matter if that expression or term has been given a special meaning for the purposes of the Part, Chapter or Division in question.

30 Interpretation

- (a) In this Constitution, unless the context indicates a contrary intention:

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

SCHEDULE A – TRANSITIONAL PROVISIONS

31 Transitional Provisions

31.1 For the purposes of these Transitional Provisions:

- (a) Effective Date means the later of the date the Transfer Date and the date of adoption of this Constitution by CNA; and **[Explanatory Note: subject to further review following consideration of incorporation, transfer of undertaking and timing.]**
- (b) Transfer Date means date the Northern Territory Cricket Association's undertaking is transferred to CNA Ltd in accordance with Part 7 of the Associations Incorporation Act 2017 (NT); and
- (c) Terms defined in the Constitution of the Northern Territory Cricket Association Incorporated (Rules) but used in these Transitional Provisions will have those defined meanings.

31.2 Effect of Transfer

Subject to paragraph 31.1(b) above, from the Transfer Date the Rules together with any By-Laws and Rules made in accordance with Rule 26 that previously applied to NTCA Inc are of no further force or effect.

31.3 Office Bearers

With respect to those persons holding office as a member of the Board of Management of the Northern Territory Cricket Association as at the Transfer Date, the following provisions shall apply:

- (a) Subject to paragraphs 31.3(a) and 31.3(f) below, the members of the Board of Management:
 - (i) shall be deemed to be a Member Elected Director on and from the Effective Date, or in the case of a Board Appointed Director, on and from the Effective Date;
 - (ii) shall be deemed, for the purposes of clause 12.7(a):
 - (A) to have last been elected or re-elected as a Member Elected Director on the date of their most recent election or re-election to the Board of Management; and
 - (B) to have held office since their initial election or appointment to the Board of Management;
 - (iii) shall be deemed for the purposes of clause 12.8(a):
 - (A) to have served the number of consecutive terms that they have served on the Board of Management; and
 - (B) in respect of any period commencing with election or re-election under the Rules but without retirement under the Rules and ending with their retirement in accordance with clause 12.7(a), to have served that period as a term as a Member Elected Director;

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- (iv) shall be eligible at their retirement as a Member Elected Director in accordance with clause 12.7(a) to be re-elected to that office unless, having regard to paragraphs 31.3(a)(i)-(iii) above, they would be precluded from doing so under clause 12.8(a), in which case they will not be eligible to stand for re-election until the time determined in accordance with clause 12.8(d).
- (b) The persons holding office as Chairperson, President and Vice President of the Association respectively immediately before the Transfer Date will continue, subject to paragraph 31.3(f) below, to hold the equivalent offices with CNA on and from the Effective Date until the first Board meeting following the next AGM held after the Effective Date, subject to the provisions of clause 17 of the Constitution.
- (c) The persons holding office as Patron and Vice-Patron of the Association immediately before the Effective Date will continue to hold the equivalent offices with CNA on and from the Effective Date, subject to the provisions of clause 20 of the Constitution.
- (d) The person holding office as Chief Executive of the Association immediately before the Effective Date will, subject to paragraph 31.3(g) below, continue to hold such office on and from the Effective Date, subject to the provisions of clause 18 of the Constitution. **[Explanatory Note: a secretary will be separately appointed at the time the company is registered.]**
- (e) It is a condition precedent to each member of the Board of Management of the Association continuing to hold office with CNA as a Director on and from the Effective Date that they respectively have executed a consent to act in such role in accordance with the requirements of the Act.

With respect to Membership, Members holding the class of membership with the Northern Territory Cricket Association Inc noted in the left hand column of Table A on the Transfer Date shall be deemed to hold that class of membership with CNA shown in column two of the table on and from the Transfer Date until 31 August next following the Transfer Date (being the end of the Membership Year beginning before and ending after the Transfer Date) without any additional fee or fee adjustment on account of that change of class of Membership.

Member NTCA	Member CNA	Voting Member CNA
	Ordinary Member (Affiliate Club)	Ordinary Member (Club Delegate)
	Ordinary Member (Affiliate Association)	Ordinary Member (Association Delegate)
	Ordinary Member (Affiliate Committee)	Ordinary Member (Committee Delegate)
Playing Member	Registered Member	
Ordinary Member	Registered Member	
Junior Member	Registered Member	
Life Member	Ordinary Member	Ordinary Member (Life Member)
Honorary Member	Registered Member	
Directors	Ordinary Member	Ordinary Member (Director)

SCHEDULE B - STANDING COMMITTEES OF CNA

32 Cricket North Australia Nominations Committee

32.1 Establishment of the Committee

There shall be a Nominations Committee established pursuant to clause 14.7 which shall be called the Cricket North Australia Nominations Committee.

32.2 Purpose of the Nominations Committee

The Nominations Committee shall provide formal, rigorous and transparent processes for appointment and reappointment of Directors of the Cricket North Australia Board including:

- (a) Performing the Functions Allocated in this Constitution
- (b) Reviewing Board Succession planning
- (c) Evaluating range of skills, experience and diversity matrix of the Board
- (d) Identifying and interviewing appropriate candidates for Board Appointed Members and Casual vacancies
- (e) Reviewing and recommending appropriate nominees for member Elected Board positions
- (f) Applying above processes to retiring Directors seeking re-appointment/election
- (g) Other functions as may be delegated to the Committee by the Board from time to time.

32.3 Nominations Committee Members

The Nominations Committee shall consist of 4 members as follows:

- (a) 1 Independent Chair (Clause 14.5(b)(i);
- (b) the President
- (c) 1 Life Member; and
- (d) 1 Director.

32.4 Nominations Committee Process

Serving Directors are able to nominate to continue their Board membership at the end of their current tenure while conversely the nominations committee can also advertise or propose candidates to become Board members to fill a tenure vacancy.

32.5 Nominations Committee recommendations to the Organisation

The Nominations Committee having considered the requirements of the Organisation will review and recommend names of potential Member Elected and Board Appointed Directors for consideration by Voting Members, current Directors and Life Members at an AGM. If there are casual vacancies on the Board, the Nominations Committee may propose suitable candidates to fill such positions and the Board shall not unreasonably deny such nominations a position on the Board. The Board of Directors can also refer potential Board candidates to the Nominations Committee for review and endorsement.

32.6 Nominations Committee Members Tenure

Nominations Committee members shall be appointed for three year terms with a maximum of three terms.

32.7 Nomination of Candidates for Appointment as Nominations Committee Members

Candidates for appointment as Nominations Committee members shall be nominated by Board Directors and endorsed at the AGM.

32.8 Eligibility of Candidates for Appointment as Nominations Committee Members

- (a) The Board may, from time to time, impose such eligibility requirements upon candidates for appointment as it considers appropriate.
- (b) Retiring Nominations Committee members may be candidates for re- appointment.

32.9 Censure, Fine, Suspension or Removal of Nominations Committee Member

The Board may censure, fine or suspend any Nominations Committee member or may remove any such member before the expiration of the member's term of office and may appoint another qualified person to hold office until the expiration of the term of office of the Nominations Committee member so removed.

32.10 Filling of Vacancies

If a vacancy as a Nominations Committee member occurs, the Board may appoint another qualified person to hold office until the expiration of the term of the member whose departure created the vacancy.

32.11 Nominations Committee Meetings and Quorum

- (a) The Nominations Committee shall meet as required.
- (b) Any 3 Members of the Nominations Committee shall constitute a quorum for the transaction of the business of the Nominations Committee.

32.12 Validity of Actions

All acts done by the Nominations Committee shall be valid and effectual notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any Director or Nominations Committee member.

SCHEDULE C – AFFILIATED COMMITTEES

33 Darwin Cricket Management Committee

33.1 Establishment of the Darwin Cricket Management Committee (DCMC)

There shall be a DCMC established pursuant to Clause 14.7 (a) – (d), 14.4, 14.6 and Clause 6.7 of the CNA Constitution.

33.2 Purpose of the Darwin Cricket Management Committee

The DCMC shall organise, conduct and manage the game of cricket in Darwin and its districts.

33.3 Membership of Darwin and Districts Management Committee

The DCMC shall consist of 6 members:

- (a) one Chair to be appointed annually by the Board;
- (b) one Junior Cricket Chair;
- (c) CAN's Club and Competition Coordinator; and
- (d) three independent members appointed annually by the Chair in consultation with the Board.

in the case of a member appointed under Clause 14 (c) and (d) appointments will be made following receipt of nominations received in writing from the relevant clubs and committee to the Chief Executive. The term of each appointment shall expire at the end of the Membership Year in which the appointment took effect.

33.4 DCMC Appointment Process & Term

- (a) Members of the DCMC, other than the Ex Officio Director and Club and Competition Coordinator, shall be appointed by the Chair with endorsement from the Board at its first meeting following the Annual General Meeting of CNA each year, or at such other meeting as the Board may determine.
- (b) The Chair will appoint DCMC members following prior consultation with DDCC Clubs and endorsement by the Board, including a request for nominations for consideration to be submitted in writing to the Club and Competition Coordinator.
- (c) The Chair may also appoint one of the DCMC members to the position of Vice Chair.

33.5 Period During Which DCMC Members Hold Office

The members of the DCMC, other than the Ex Officio Director and Club and Competition Coordinator, shall hold office from the end of the meeting at which the Chair appoints them, until the end of the meeting at which the Chair appoints members of the DCMC for the following year.

33.6 Nomination of Candidates for Appointment as DCMC Members

- (a) All nominations for appointment as members of the DCMC, other than as the Ex Officio Director and Club and Competition Coordinator, shall be made in writing and delivered to the Club and Competition Coordinator at least 14 days before the date of the first meeting of the Board following the Annual General Meeting of CNA each year.

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- (b) The details of all nominations, together with any recommendation for appointment the DCMC may wish to make, will be forwarded to the Chair and the Board no later than 7 days prior to the date of the Board's meeting referred to in clause 6(a).
- (c) The Chair will take into consideration any recommendation made under clause 6(b), however is not bound by it.

33.7 Eligibility of Candidates for Appointment as DCMC Members

- (a) Candidates for appointment as DCMC members, other than as the Ex Officio Director and Club and Competition Coordinator, may be nominated by a member, office bearer or official from any Club playing cricket in DDCC, but they need not be a member, office bearer or official of that Club.
- (b) The Chair may, from time to time, determine eligibility requirements upon requesting candidates for appointment as they consider appropriate.
- (c) Retiring DCMC members may be candidates for re-appointment.

33.8 Ex officio Members

The Director nominated by the Board of CNA, and Club and Competition Coordinator, shall be ex officio members of the DCMC.

33.9 Vacancies

If a vacancy on the DCMC occurs part way through the appointed term, the Chair may appoint another qualified person to hold office until the expiration of the term of the member whose departure created the vacancy.

33.10 Powers

The DCMC shall have the power to supervise, manage and control the Darwin and Districts Cricket Competition and Club Matches, the exercise of which power is subject to any determinations, strategies, policies, directions or guidelines made or given by the CAN Board from time to time. The DCMC is empowered to make regulations and by-laws pertaining to the conduct of the DCMC, including but not limited to:

- (a) The conduct of meetings (subject to clause 15);
- (b) The conduct of competitions;
- (c) Codes of conduct, including disciplinary procedures for players, coaches, officials and administrators; and
- (d) Rules, including rules supplementary to the Laws of Cricket, pertaining to the matches and competitions conducted by the DCMC.

33.11 Umpires, Scorers and Match Officials

The recruitment, training and appointment of umpires, scorers and match officials to officiate in Club Matches shall be managed by the Northern Territory Cricket Umpires Association in consultation with the DCMC.

33.12 Expulsion and Absent Members

A member of the DCMC who is absent from three consecutive DCMC meetings, without leave from the DCMC may, at the DCMC's discretion, be removed from the DCMC. The DCMC member may be reinstated by a special resolution of the DCMC.

33.13 By-laws and Regulations

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

33.14 Sub-committees

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

33.15 Meetings

- (a) Meetings and proceedings of the DCMC consisting of three or more persons are governed by the provisions in the CNA Constitution for regulating the meetings and proceedings of the Directors so far as they are capable of applying except that:
- (i) quorum for a meeting is 3 members;
 - (ii) if, for any reason, it becomes impossible for the DCMC to obtain a quorum, the Board may exercise and discharge all or any of the powers vested under this Constitution in the DCMC until such time as the DCMC can duly discharge its duties;
 - (iii) the Chair shall preside at each meeting unless the Chair delegates this responsibility the Vice Chair or another member of the DCMC;
 - (iv) The DCMC shall meet monthly;
 - (v) The Chair has the power to call an extraordinary meeting at any time the Chair considers it is required;
 - (vi) A meeting can be called on written request of at least 3 DCMC members;
 - (vii) 24 hours notice must be given to all members of the DCMC;
 - (viii) Questions arising at a meeting of the DCMC shall be determined by a majority of the votes of DCMC members present at the meeting. In the event of an equality of votes, the chair of the meeting shall exercise a casting vote; and
 - (ix) A notice of meeting may be given in writing or electronically.
- (b) The members of the DCMC will meet with all DDCC Club Presidents on a minimum of two occasions each season.

33.16 Co-operative Powers

The Board and the DCMC will, in the exercise and to the extent of the powers conferred on each of them respectively under the CNA Constitution, liaise and cooperate with each other in the control, promotion, development and management of the game of cricket in Darwin and its districts.

33.17 Disputes

- (a) Any difference or dispute occurring between Clubs and the DCMC as to their respective rights or duties connected with the affairs of CNA and the DDCC, which, in the opinion of the Club President or the Chair of the DCMC cannot be resolved by negotiation, shall be referred to the Board for decision.
- (b) Any Club desiring the DCMC to adjudicate on any dispute or complaint which may arise about any match that is not covered in the DDCC By-laws shall forward a written notice signed by the relevant Club President to the DCMC via the Club and

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Competition Coordinator, within 5 days of the dispute or complaint arising. The decision of the DCMC in relation to the dispute shall be final.

- (c) If, in the opinion of a DDCC Club President, a member of the DCMC is not satisfactorily performing their duties as a committee member, they may submit a written request to the Chair asking for the committee member's position to be reviewed, with a copy of the written request to be forwarded to the Board. The Chair shall give consideration to such request and make a determination following consultation with the Board.

33.18 *Validity of Actions*

All acts done by the DCMC shall be valid and effectual notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any Director or DCMC member.

34 Cricket North Australia Women's Cricket Committee

34.1 Establishment of the Committee

There shall be a Women's Committee which shall be called the Cricket North Australia Women's Cricket Committee established pursuant to clause 14.5..

34.2 Purpose of the Women's Committee

The Women's Committee shall provide advice to the Board in relation to the conduct, organisation and management of the game of cricket for women in North Australia.

34.3 Women's Committee Members

The Women's Committee shall consist of 7 members as follows:

- (a) the Chair;
- (b) Ordinary Members; and
- (c) 1 Ex Officio Director.

34.4 Ex Officio Director

The Ex Officio Director is the Board Director appointed by the Board as the Ex Officio Director for the period as determined by the Board.

34.5 Delegate of the Organisation

The Board shall each year appoint one member of the Women's Committee (not being the Ex Officio Director) as a Delegate member of CNA.

34.6 Women's Committee Members to be Appointed Annually

- (b) Subject to **clause 35.6 (b)**, members of the Women's Committee, other than the Ex Officio Director, shall be appointed by the Board at its first meeting following the Annual General Meeting of the Organisation each year, or at such other meeting as the Board may determine, from nominations received from members, office bearers and officials of any club playing women's cricket in North Australia.
- (c) The Board shall each year appoint one of the Women's Committee members (not being the Ex Officio Director) to be the Chair.

34.7 Period During Which Women's Committee Members Hold Office

Subject to **clauses 35.8 and 35.9**, the members of the Women's Committee, other than the Ex Officio Director, shall hold office from the end of the meeting at which the Board appoints them, until the end of the meeting at which the Board appoints members of the Women's Committee for the following year.

34.8 Nomination of Candidates for Appointment as Women's Committee Members

- (b) All nominations for appointment as members of the Women's Committee, other than as the Ex Officio Director, shall be made in writing and delivered to the Chief Executive at least 14 days before the date of the first meeting of the Board following the Annual General Meeting of the Organisation each year.
- (c) The Chief Executive shall forward details of all nominations, together with any recommendation for appointment the Women's Committee may wish to make, to the Board no later than 7 days prior to the date of the Board's meeting referred to in **clause 35.8(a)**.

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- (d) The Board shall take into consideration but shall not be bound by any recommendation made under **clause 35.8(b)**.

34.9 Eligibility of Candidates for Appointment as Women's Committee Members

- (b) Candidates for appointment as Women's Committee members, other than as the Ex Officio Director, shall be nominated by a member, office bearer or official of an Affiliated Club playing women's cricket in North Australia but need not be a member, office bearer or official of such a club.
- (c) The Board may, from time to time, impose such eligibility requirements upon candidates for appointment as it considers appropriate.
- (d) Retiring Women's Committee members may be candidates for re-appointment.

34.10 Censure, Fine, Suspension or Removal of Women's Committee Member

The Board may censure, fine or suspend any Women's Committee member or may remove any such member before the expiration of the member's term of office and may appoint another qualified person to hold office until the expiration of the term of office of the Women's Committee member so removed.

34.11 Filling of Vacancies

If a vacancy as a Women's Committee member occurs, the Board may appoint another qualified person to hold office until the expiration of the term of the member whose departure created the vacancy.

34.12 Women's Committee Meetings

- (b) The Women's Committee shall meet at least 4 times each year at such places and times as the Women's Committee shall determine.
- (c) Any 4 Members of the Women's Committee shall constitute a quorum for the transaction of the business of the Women's Committee.
- (d) The Chairperson shall chair meetings of the Women's Committee, but in the absence of the Chairperson, one of the remaining members as may be chosen by the Women's Committee members present at the meeting, shall chair the meeting.
- (e) Questions arising at a meeting of the Women's Committee shall be determined by a majority of the votes of Women's Committee members present at the meeting. In the event of an equality of votes, the chair of the meeting shall exercise a casting vote.

34.13 Validity of Actions

All acts done by the Women's Committee shall be valid and effectual notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any Director or Women's Committee member.

35 Cricket North Australia Indigenous Cricket Advisory Committee

35.1 Establishment of the Committee

There shall be an ICA Committee which shall be called the Cricket North Australia Indigenous Cricket Advisory Committee established pursuant to clause 14.5..

35.2 Purpose of the Indigenous Cricket Advisory Committee

The Indigenous Cricket Advisory Committee shall provide advice to the Board in relation to the conduct, organisation and management of the game of cricket for Indigenous cricket in North Australia.

35.3 Indigenous Cricket Advisory Committee Members

The Indigenous Cricket Advisory Committee shall consist of 7 members as follows:

- (a) the Chair;
- (b) Ordinary Members; and
- (c) 1 Ex Officio Director.

35.4 Ex Officio Director

The Ex Officio Director is the Board Director appointed by the Board as the Ex Officio Director for the period as determined by the Board.

35.5 Delegate of the Organisation

The Board shall each year appoint one member of the Indigenous Cricket Advisory Committee (not being the Ex Officio Director) as a Delegate member of CNA.

35.6 Indigenous Cricket Advisory Committee Members to be Appointed Annually

- (a) Subject to **clause 36.6 (b)**, members of the Indigenous Cricket Advisory Committee, other than the Ex Officio Director, shall be appointed by the Board at its first meeting following the Annual General Meeting of the Organisation each year, or at such other meeting as the Board may determine.
- (b) The Board shall each year appoint the Ex Officio Director to be the Chairperson of the Indigenous Cricket Advisory Committee.

35.7 Period During Which Indigenous Cricket Advisory Committee Members Hold Office

Subject to clauses 36.8 and 36.9, the members of the Indigenous Cricket Advisory Committee, other than the Ex Officio Director, shall hold office from the end of the meeting at which the Board appoints them, until the end of the meeting at which the Board appoints members of the Women's Committee for the following year.

35.8 Nomination of Candidates for Appointment as Indigenous Cricket Advisory Committee Members

- (a) All nominations for appointment as members of the Indigenous Cricket Advisory Committee, other than as the Ex Officio Director, shall be made in writing and delivered to the Chief Executive at least 14 days before the date of the first meeting of the Board following the Annual General Meeting of the Organisation each year.
- (b) The Chief Executive shall forward details of all nominations, together with any recommendation for appointment the Indigenous Cricket Advisory Committee may

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wish to make, to the Board no later than 7 days prior to the date of the Board's meeting referred to in **clause 36.8(a)**.

- (c) The Board shall take into consideration but shall not be bound by any recommendation made under **clause 36.8(b)**.

35.9 Eligibility of Candidates for Appointment as Indigenous Cricket Advisory Committee Members

- (a) Candidates for appointment as Indigenous Cricket Advisory Committee members, other than as the Ex Officio Director, shall be nominated by a member of the Indigenous cricket community.
- (b) The Board may, from time to time, impose such eligibility requirements upon candidates for appointment as it considers appropriate.
- (c) Retiring Indigenous Cricket Advisory Committee members may be candidates for re-appointment.

35.10 Censure, Fine, Suspension or Removal of Indigenous Cricket Advisory Committee Member

The Board may censure, fine or suspend any Indigenous Cricket Advisory Committee member or may remove any such member before the expiration of the member's term of office and may appoint another qualified person to hold office until the expiration of the term of office of the Indigenous Cricket Advisory Committee member so removed.

35.11 Filling of Vacancies

If a vacancy as a Indigenous Cricket Advisory Committee member occurs, the Board may appoint another qualified person to hold office until the expiration of the term of the member whose departure created the vacancy.

35.12 Indigenous Cricket Advisory Committee Meetings

- (a) The Indigenous Cricket Advisory Committee shall meet at least 4 times each year at such places and times as the Indigenous Cricket Advisory Committee shall determine.
- (b) Any 4 Members of the Indigenous Cricket Advisory Committee shall constitute a quorum for the transaction of the business of the Indigenous Cricket Advisory Committee.
- (c) The Chairperson shall chair meetings of the Indigenous Cricket Advisory Committee, but in the absence of the Chairperson, one of the remaining members as may be chosen by the Indigenous Cricket Advisory Committee members present at the meeting, shall chair the meeting.
- (d) Questions arising at a meeting of the Indigenous Cricket Advisory Committee shall be determined by a majority of the votes of Indigenous Cricket Advisory Committee members present at the meeting. In the event of an equality of votes, the chair of the meeting shall exercise a casting vote.

35.13 Validity of Actions

All acts done by the Indigenous Cricket Advisory Committee shall be valid and effectual notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any Director or Indigenous Cricket Advisory Committee member.

36 APPENDIX A FORM OF INSTRUMENT APPOINTING A PROXY

I

(full name of Member)

of

(address of Member)

being a Member of Cricket North Australia appoint

.....

(full name of proxy)

of

(address of proxy)

as my proxy to vote for me and on my behalf at the general meeting of Cricket North Australia
to be

held on the

(*day*) (*month*) (*year*) and at any adjournment of that meeting.

My proxy is authorised to vote

- In favour of the following resolution)
-) Delete one
- Against the following resolution)

.....

.....

Copy of resolution

Except as stated above, my proxy may vote in respect of any resolution as he or she thinks fit.

Dated this.....

(day) (month) (year)

Signed by

(signature of Member)

I

(full name of secretary or other authorised person of Affiliated Club, Affiliated Association or
Nominating Body) hereby certify that:

.....

(full name of proxy)

is a member of

.....

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(name of Affiliated Club, Affiliated Association or Nominating Body)

and that Affiliated Club, Affiliated Association or Nominating Body elected

.....

(full name of Member)

as a Delegate/ Director/Life Member to Cricket North Australia.

Dated this.....

(day) (month) (year)

Signed by

(signature of secretary or other authorised person of Affiliated Club, Affiliated Association or Nominating Body)