

WESTERN AUSTRALIAN CRICKET  
ASSOCIATION LIMITED



**WACA**  
WESTERN AUSTRALIAN  
CRICKET ASSOCIATION

FINANCIAL STATEMENTS | ANNUAL REPORT

---

2017-18

# Contents

Directors' Report	1
Governance Statement	5
Statement of Profit or Loss and Other Comprehensive Income	8
Statement of Financial Position	9
Statement of Cash Flows	10
Statement of Changes in Accumulated Funds	11
Notes to the Financial Statements	12
Board's Declaration	22
Independent Auditor's Report to the Members of the Western Australian Cricket Association (Inc.)	23
Constitution	26

This Annual Report is prepared for the 26 September 2018 Annual General Meeting of Members. Copies of the 2017-18 edition of The Western Cricketer will be available on the night of the Annual General Meeting and thereafter on application from the WACA Membership Office.

# Directors' Report

For the Year Ended 30 June 2018

The directors present their report, together with the financial statements, on the company for the financial year ended 30 June 2018.

Western Australian Cricket Association Inc. ("association") was converted to Western Australian Cricket Association Limited ("company") on 5 July 2018, following the passing of a special resolution by WACA Members on 31 May 2018 and the subsequent registration of the company by ASIC.

## Directors

The following persons were previously Board members of the association and became directors upon registration of the company on 5 July 2018, during the whole of the financial year and up to the date of this report unless otherwise stated:

Name	Basis
Hon Dr Ken Michael AC (Chair)	Member Elected
Dr Vanessa Guthrie (Deputy Chair)	Board Appointed
Hon Terry Waldron (from 13 July 2017)	Member Elected
Tom Percy QC	Member Elected
Darren Wates	Member Elected
Michael Veletta	Member Elected
Avril Fahey	Cricket Appointed
Christian Bauer (from 15 August 2017)	Cricket Appointed
David Bailey	Board Appointed
Eva Skira (from 13 July 2017)	Board Appointed
Peter Silinger (retired 5 July 2018)	
Mark Calverley (retired 5 July 2018)	
Brendan Reid (retired 14 August 2017)	

The Board thanks Peter Silinger, Mark Calverley and Brendan Reid for their enormous contribution over many years to both the WACA and to Cricket.

Eva Skira was elected by Members at the 2017 AGM and was deemed a Board Appointed director when the new constitution came into effect on 5 July 2018.

No Director has received any remuneration from the association or the company during the year or after the year-end.

## Company Secretary

Richard Marshall was previously the Association Secretary and became Company Secretary upon registration of the company on 5 July 2018.

## Nature of Operations and Principal Activities

Western Australian Cricket Association Limited is a not-for-profit company and any surplus income or property must be applied to promote its principal activities.

The company's principal activities are the promotion, development and governance of cricket at all levels, from grassroots to elite, in Western Australia.

The company is a member of the national body, Cricket Australia ("CA") and works closely with CA on the development of strategies to improve the delivery of cricket programs.

## Strategic Plan

The company operates towards a strategic plan (2017-2022), developed in conjunction with CA.

Purpose: To inspire all Western Australians to love cricket.

Vision: To be leaders in Australian Sport.

The strategic plan has three pillars:

- Fans; to deliver what our Members and fans want through a focus on innovation, customer service and engaging content;
- Participants and Volunteers; to create the best participation experiences to grow junior cricket and ensure best practice model for senior community competitions;
- Elite Teams; to deliver the best high-performance system in Western Australian sport.

The objectives which span across all three pillars:

- To be the leading sport for women and girls and all diversity groups;
- To promote cricket to inspire love of the game in WA;
- To use technology to deliver great experiences for Members, fans, participants and volunteers;
- To maximise long-term sustainable revenue to drive investment in WA cricket.

The strategy is supported by vital resources:

- Our People – the platform of the organisation;
- Our Stakeholders – building strong, trusting relationships;
- Our Governance – delivering best practice at all levels;
- Our Ground – a community destination.

## Significant Changes

The former Western Australian Cricket Association Inc. (incorporated association) was converted to a public company limited by guarantee (“company”), upon registration of the company by ASIC on 5 July 2018. This followed a general meeting of WACA Members on 31 May 2018, at which 93% of members voted in favour of the new constitution.

The new constitution provides for up to ten directors (five elected by Members, two by cricket affiliates and up to three appointed by the Board). The new constitution also contains revised Objects, which more accurately reflect the role of the WACA today, removal of the President and Vice-President roles and titles, changes to the limits on the periods in which directors may serve and several logistical changes designed to ensure more efficient and modern governance of the organisation.

In January 2018 after a lengthy period of negotiation, a ten-year Stadium Hire Agreement with VenuesWest and CA for the hire of Optus Stadium was signed. This will enable the major cricket matches to be held in a modern world class stadium with all the fan comfort and amenity expected by patrons today. It will also facilitate bigger crowds at Big Bash League matches with all matches at the WACA Ground being sold out for the past few seasons.

The WACA Ground will remain the home of cricket in Western Australia. Work is continuing to obtain significant government funding, required to convert the Ground into a smaller capacity venue with improved amenity for players and fans.

Arising from the changes noted above, the carrying value of non-current assets in the balance sheet were reviewed by the Board. It was decided to adjust the carrying value of Ground related assets, mainly the historical Grandstands, such that all future depreciation charges have been brought to account at 30 June 2018. The effect of this is to produce a significant accounting deficit and reduction in net assets and accumulated funds. It is important to understand the effects of this change; there is no effect on cash flow or cash balances, it is non-recurring and it will not limit the ability of the company to continue to invest in cricket or to execute its strategic plan.

## Review of Operations

The WACA again produced a record turnover figure, increasing revenue from \$30.7m in 2017 to \$36.8m in 2018. This increased revenue was derived from several different sources, including:

- The Big Bash League expanded from eight to ten matches (plus finals) which generated additional ticketing, marketing, membership and catering revenue;
- The Ashes Test Match was extremely well supported and boosted catering and marketing revenue;
- CA provided additional grant funding, including a significant increase in player-payment grants;
- Contracting income was earned from the development and maintenance of the drop-in wickets and practise wickets at Optus Stadium;
- Grants relating to the media centre built in 2015, previously classified as deferred income.

The increased revenue noted above supported large increases in investment in several areas, most notably cricket operations, which incorporates the promotion of cricket at all levels.

Player-payments, funded by CA, increased by \$2.4m, including an adjustment of \$1.2m relating to the previous player contract period (2013-2017). Player payments are linked to the total of Australian Cricket Revenue (“ACR”) over the four-year period. Following finalisation of the calculation of ACR for the four-year period to 30 June 2017, the player payments were adjusted with a “top up” payment made to players during October 2017.

Additional resources have been employed in preparation for a planned uplift in revenues related to the major matches moving to Optus Stadium. The move is an important long-term opportunity to increase the profile of cricket and enable more fans to watch cricket at a bigger and brand new venue.

Following the execution of the Stadium Hire Agreement with Optus Stadium, the first event at the Stadium was the One-Day international between Australia and England in January 2018. The match attracted a crowd of 53,781 a record for a cricket match in Western Australia. A few days later the Big Bash League semi-finals were held at Optus Stadium as a double-header, with both Perth Scorchers men’s and women’s teams involved and a crowd of 52,960. Whilst both these events at Optus Stadium were “Cricket Australia events” and hence limited impact on WACA finances, they were a tremendous opportunity for Western Australia to experience cricket at the new Stadium ahead of the first full season of major matches there.

The adjustment to the carrying value of non-current assets as detailed above under “Significant Changes” has had and will have no effect on the ongoing operations of the company.

The operating surplus before depreciation and accelerated depreciation of \$2.6m has helped to generate a cash-flow surplus for the year, with the cash balance increasing from \$12.8m to \$14.0m.

The increased operating surplus before depreciation and accelerated depreciation from \$1.9m in the prior year to \$2.6m is due to the release of deferred income, relating to a State Government grant received during 2015 to assist with construction of the new media facilities in the Lillee-Marsh Stand.

## Likely Developments

It is planned to redevelop the WACA Ground into a smaller capacity venue with modern amenities, including new high-performance training and community facilities. In this regard work is continuing with both State and Federal Governments to secure the necessary funding.

With the move of major matches to Optus Stadium more cricket fans will have the opportunity to become a WACA Member. Several different tiers of Membership, with different seating options and premium products are available.

The company is working with Cricket Australia to finalise a four-year funding agreement through to June 2022.

## Significant matters since the year-end

As noted above, the former Western Australian Cricket Association Inc. (incorporated association) was converted to a public company limited by guarantee (“company”), upon registration of the company by ASIC on 5 July 2018.

There has not arisen any item, transaction or event of a material nature, likely in the opinion of the directors, to materially affect the operations or state of affairs of the company in future financial years.

## Board Meeting Attendance

A total of fourteen (14) Board meetings were held during the financial year.

Name	Meetings Attended
Hon Dr Ken Michael AC (Chair)	13
Dr Vanessa Guthrie (Deputy Chair)	12
Hon Terry Waldron (from 13 July 2017)	13 (from 13)
Tom Percy QC	11
Darren Wates	13
Michael Veletta	13
Avril Fahey	14
Christian Bauer (from 15 August 2017)	10 (from 10)
David Bailey	12
Eva Skira (from 13 July 2017)	11 (from 13)
Peter Silinger (retired 5 July 2018)	13
Mark Calverley (retired 5 July 2018)	10
Brendan Reid (retired 14 August 2017)	3 (from 3)

## Board Committees

The following directors served on the various Board committees during the financial year.

Governance Committee:	Dr Vanessa Guthrie (Chair), Hon Dr Ken Michael AC, Peter Silinger, Christian Bauer, Tom Percy QC, Hon Terry Waldron, Eva Skira.
Nominations and Remuneration Committee:	Hon Dr Ken Michael AC (Chair), Dr Vanessa Guthrie, Peter Silinger, David Bailey, Mark Calverley.
Audit and Risk Committee:	David Bailey (Chair), Avril Fahey, Michael Veletta, Eva Skira, Darren Wates.
WACA Ground Stage 1 Development Committee:	Darren Wates (Chair), Hon Dr Ken Michael AC, Christian Bauer.
WA Aboriginal Cricket Advisory Committee:	Hon Dr Ken Michael AC (Co-Chair).

## Governance

Please refer to the separate Governance Statement set out on pages 5 to 7.

Dated at Perth this 8th day of August 2018.

Signed in accordance with a resolution of the Board:



Dr KC Michael AC | Chair



DJ Bailey | Chair, Audit & Risk Committee

# Governance Statement

This Governance Statement reflects the new Constitution which came into effect on 5 July 2018.

Western Australian Cricket Association Limited (“WACA”) is a public company limited by guarantee, incorporated under the *Corporations Act 2001*. Ultimate responsibility for the governance of the company rests with the Board of Directors. This Governance Statement outlines how the Board meets that responsibility.

## The Board’s Role

The Board’s primary role is to ensure that WACA’s strategic direction is in accordance with the Objectives stated in the constitution and that the activities are in line with achieving the strategic plan. The current strategic plan has three pillars; Fans, Participants and Volunteers, Elite Teams, designed to deliver the following objectives:

- To be the leading sport for women and girls and all diversity groups;
- To promote cricket to inspire love of the game in WA;
- To use technology to deliver great experiences for Members, fans, participants and volunteers;
- To maximise long-term sustainable revenue to drive investment in WA cricket.

Supporting strategies behind all three pillars cover; Our People, Our Stakeholders, Our Governance and Our Ground.

The Board fulfils its primary role by:

- setting the strategic direction for the WACA, assessing progress towards strategic objectives and approving policies to work towards those objectives;
- selecting, appointing, guiding and monitoring the performance of the CEO;
- overseeing the development and maintenance of the WACA’s Behaviour Statements;
- approving and monitoring the annual budget and ongoing forecasts;
- monitoring the WACA’s financial performance against budgets and forecasts;
- overseeing and approving strategies and policies to ensure appropriate risk management;
- ensuring appropriate delegations to management are in place;
- appointing Board committees as appropriate from time to time;
- acting as an advocate for the WACA as appropriate.

The Board responsibilities are set out in the WACA Governance charter.

## Management’s Responsibility

The Board has formally delegated responsibility for WACA’s day-to-day operations to the CEO and General Managers (Leadership Team).

The WACA’s management team comprises the CEO and the General Management team covering; High Performance, Community Cricket, Membership, Museum, Commercial, Marketing and Communication, Venue Operations, People and Culture, Business Services and Public Policy/ Government Relations. The CEO provides the leadership of the management team and the organisation. The CEO is responsible for achieving the targets set out in the strategic plan and is authorised by the Board to put in place policies and practices, take decisions and actions and initiate activities to achieve those results.

## Board Meetings and Board Committees

The Board meets as often as required to professionally discharge its duties. This is generally monthly with additional meetings scheduled as required. Workshops or forums are held periodically to provide opportunities for further Board engagement in strategic and other important issues. The CEO and the General Manager – Business Services/Company Secretary participate in all Board meetings, as directed by the Board Chair. General Managers present to the Board from time to time as determined by the Board.

Agenda setting is a collaborative process with input from the Board Chair, Committee Chairs, CEO and Company Secretary with final approval by the Board Chair.

Board committees are established from time to time as required.

Presently the following Board committees are in place and active:

- Governance Committee;
- Nominations & Remuneration Committee;
- Audit and Risk Committee;
- WACA Ground Stage 1 Development Committee;
- WA Aboriginal Cricket Advisory Committee;
- WA Education Advisory Committee.

Each Board committee has a director as Chair and includes other directors. The Board does not delegate major decisions to its committees but charges them with the responsibility to consider the detailed issues and to make appropriate recommendations to the Board.

Each Board committee operates under a charter approved by the Board. These charters are reviewed annually and updated as necessary.

### **Governance Committee**

The Governance Committee considers and reviews the governance of the organisation on behalf of the Board and makes recommendations to the Board. The constitution, governance charter, policy framework and board policies are reviewed by the Governance Committee bi-annually. The committee consists of board members.

### **Nominations and Remuneration Committee**

The Nominations and Remuneration Committee (“NRC”) develops and monitors the Board skills matrix, which is used when considering the skills required from people nominating to join the Board. The NRC manages the nomination process on behalf of and makes recommendations to the Board. The NRC also develops and monitors the remuneration policy and succession policies regarding the CEO and General Managers. The committee consists of board members.

### **Audit and Risk Committee**

The Audit and Risk Committee provides oversight and monitors the financial systems, financial reporting, risk management and audit functions. Recommendations are made to the Board in relation to approval of finance related documents such as the annual budget, ongoing forecasts and annual financial report as well as the risk management framework and statements. The committee consists of board members and independent experts, appointed from time to time.

### **WACA Ground Stage 1 Development Committee**

The WACA Ground (“Ground”) is a vital, valuable and strategic asset owned by the WACA.

The WACA Ground Stage 1 Development Committee (“GDC”) considers and reviews the development of the Ground in the context of the WACA’s strategic plans. The GDC oversees and monitors the development of funding strategies and applications to government and other organisations. The GDC reports to the Board at each Board meeting and as appropriate.

The composition of the GDC includes directors (including the chair of the GDC), CEO, management, consultants with expertise in land development and representatives from stakeholders with expertise in facilities.

### **Other Committees**

The WA Aboriginal Cricket Advisory Committee and WA Education Advisory Committee were formed during 2017 to provide a more effective method of governance for these sections of the cricket community. Previously both sections were governed by their respective affiliated bodies.

The Board may establish other committees and working groups for considering and advising on specific matters. These committees report to the Board during the course of normal Board meetings.

### **Board Directors**

All Board directors are non-executive directors and receive no remuneration for their services.

WACA's constitution provides an indemnity to directors. Management Liability insurance is in place. The company's constitution specifies that:

- there must be no fewer than seven and no more than ten directors (five directors elected by WACA members, two directors elected by cricket affiliates and up to three directors appointed by the Board to complement skills and to fill any skill gaps);
- no employees of the company, including the CEO, can be a director of the company;
- directors are appointed for a maximum of three terms of three years.

Board and committee members receive written advice of the terms and conditions of their appointment and complete a structured induction programme when first appointed. The performance of individual Board and committee members and the Board and Board committees is assessed annually.

## **The Chair**

The Chair of the Board is elected by the Board of directors. The key internal roles of the Chair are to:

- ensure the Board provides vision and guidance to the WACA;
- ensure Board meetings are effective;
- ensure the Board considers matters in a timely, transparent manner;
- guide the effectiveness and development of the Board and individual directors.

Externally, the Chair acts as spokesperson for WACA in conjunction with the CEO and consults and communicates with stakeholders.

## **Risk Management**

The Board has overall oversight of risk management and approves a risk appetite statement to set the overall approach to various risks facing the WACA. A risk management policy is a part of the WACA Governance charter.

Management is responsible for the identification of risks, the evaluation of such risks and the development of plans to manage the risks. Risk management is monitored by the Audit and Risk Committee. These risks are rated and assigned to General Managers as the risk owners who are responsible for the day to day management of each risk.

## **Behaviour Statements**

Board directors, the CEO, General Managers and staff are expected to comply with the WACA's Behaviour Statements, which have been developed in conjunction with Cricket Australia and other State Cricket Associations.

Board directors, management and staff are expected to comply with all relevant laws, the codes of conduct of relevant professional bodies, and act with integrity, compassion, fairness and honesty.

Board directors, Board committee members and staff are made aware of WACA's ethical standards, code of conduct and conflicts of interest policy during their induction to the organisation and are provided with a copy of these documents at that time.

Any potential conflicts at the Board or committee level are disclosed and noted on a register of interests, and this is disclosed at every meeting of the Board, with updates being made as and when new or changed interests are advised.

## **Board Reviews**

The Board regularly reviews its performance. The purpose of the review is to identify issues relating to the skills, behaviour, relationships or practices that may be inhibiting the Board from being fully effective. The Board believes that constructive feedback helps it operate effectively.

## **Transparency with Stakeholders**

WACA has many stakeholders, including our Members, staff, players, affiliates, clubs, volunteers, fans in the broader community, Cricket Australia, the government agencies that provide funds and regulate our operations, and our suppliers. Transparent disclosure is a part of accountability to all our stakeholders.

The WACA prepares and make available a variety of reports, each aimed at providing the information necessary to improve accountability and transparency to all stakeholders. These include the Western Cricketer, the annual financial report and the strategic plan in addition to regular communications to Members and other stakeholders.

The constitution and WACA governance charter are published on the WACA's website.

# Financial Statements

## STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME

For the year ended 30 June 2018

	NOTES	2018 (\$)	2017 (\$)
<b>REVENUE</b>			
<i>From Operating Activities</i>			
Catering		1,751,688	1,301,587
Cricket Operations		21,838,395	19,880,426
Match Ticketing		2,552,797	2,005,620
Marketing		4,443,930	3,608,573
Membership		4,118,376	3,534,906
<b>Sub-total</b>		<b>34,705,186</b>	<b>30,331,112</b>
Other income	2	2,053,672	337,066
<b>Total revenue</b>		<b>36,758,858</b>	<b>30,668,178</b>
<b>EXPENDITURE</b>			
<i>On operating activities</i>			
Ground		(7,797,662)	(6,362,157)
Cricket Operations		(18,954,447)	(15,649,659)
Marketing		(2,756,840)	(2,172,389)
Membership		(1,258,733)	(1,001,957)
Administration and Finance		(2,443,236)	(2,017,780)
Future Development		(977,181)	(1,586,253)
<b>Total expenditure</b>		<b>(34,188,099)</b>	<b>(28,790,195)</b>
Operating surplus before finance costs, depreciation and accelerated depreciation		2,570,759	1,877,983
Finance costs	3	-	(1,890)
<b>Operating surplus before depreciation and accelerated depreciation</b>		<b>2,570,759</b>	<b>1,876,094</b>
Depreciation	3	(1,800,473)	(1,840,547)
Accelerated depreciation	3	(15,031,407)	-
<b>Operating (deficit) / surplus</b>		<b>(14,261,121)</b>	<b>35,546</b>
Other comprehensive income / (expenses)		-	-
<b>Total comprehensive (deficit) / income</b>		<b>(14,261,121)</b>	<b>35,546</b>

The statement of profit or loss and other comprehensive income is to be read in conjunction with the notes to the financial statements set out on pages 12 to 21.

# Financial Statements

## STATEMENT OF FINANCIAL POSITION

As at 30 June 2018

	NOTES	2018 (\$)	2017 (\$)
<b>CURRENT ASSETS</b>			
Cash and cash equivalents	5	14,035,182	12,832,179
Trade and other receivables	6	454,918	264,884
Inventories	7	11,648	11,265
Other current assets	8	830	73,473
<b>Total current assets</b>		<b>14,502,578</b>	<b>13,181,801</b>
<b>NON-CURRENT ASSETS</b>			
Property, plant and equipment	9	1,176,454	17,472,887
<b>Total non-current assets</b>		<b>1,176,454</b>	<b>17,472,887</b>
<b>Total assets</b>		<b>15,679,032</b>	<b>30,654,688</b>
<b>CURRENT LIABILITIES</b>			
Trade and other payables	10	3,111,503	2,034,463
Provisions	11	983,305	1,251,201
Deferred income	12	395,372	777,791
<b>Total current liabilities</b>		<b>4,490,180</b>	<b>4,063,455</b>
<b>NON-CURRENT LIABILITIES</b>			
Provisions	11	324,171	279,181
Deferred income	12	-	1,186,250
<b>Total non-current liabilities</b>		<b>324,171</b>	<b>1,465,431</b>
<b>Total liabilities</b>		<b>4,814,351</b>	<b>5,528,886</b>
<b>Net assets</b>		<b>10,864,681</b>	<b>25,125,802</b>
<b>ACCUMULATED FUNDS</b>			
Accumulated surplus		10,864,681	25,125,802
<b>Total accumulated funds</b>		<b>10,864,681</b>	<b>25,125,802</b>

The statement of financial position is to be read in conjunction with the notes to the financial statements set out on pages 12 to 21.

# Financial Statements

## STATEMENT OF CASH FLOWS

For the year ended 30 June 2018

	NOTES	2018 (\$)	2017 (\$)
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Cash receipts in the course of operations		34,579,613	29,725,398
Cash payments in the course of operations		(33,261,705)	(28,815,035)
Interest received		305,065	313,586
Finance costs paid		-	(1,890)
<b>Net cash provided by operating activities</b>	14(ii)	<b>1,622,973</b>	<b>1,222,059</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Proceeds on disposal of property, plant and equipment		145,573	78,801
Payments for property, plant and equipment		(565,543)	(712,733)
<b>Net cash used in investing activities</b>		<b>(419,970)</b>	<b>(633,932)</b>
Net increase in cash held		1,203,002	588,127
Cash at the beginning of the financial year		12,832,179	12,244,052
<b>Cash at the end of the financial year</b>	14(i)	<b>14,035,182</b>	<b>12,832,179</b>

The statement of cash flows is to be read in conjunction with the notes to the financial statements set out on pages 12 to 21.

# Financial Statements

## STATEMENT OF CHANGES IN ACCUMULATED FUNDS

For the year ended 30 June 2018

	Accumulated Funds (\$)
<b>Balance at 30 June 2016</b>	<b>25,090,256</b>
Total comprehensive income	35,546
<b>Balance at 30 June 2017</b>	<b>25,125,802</b>
Total comprehensive deficit	(14,261,121)
<b>Balance at 30 June 2018</b>	<b>10,864,681</b>

The statement of changes in accumulated funds is to be read in conjunction with the notes to the financial statements set out on pages 12 to 21.

# Financial Statements

## NOTES TO THE FINANCIAL STATEMENTS

For the year ended 30 June 2018

### 1. Statement of significant accounting policies

The significant policies which have been adopted in the preparation of this financial report are:

#### (a) Basis of preparation

The financial report is a general purpose financial report, which has been prepared in accordance with Australian Accounting Standards and the Association Rules in a form appropriate for a sporting association.

It has been prepared on the basis of historical cost except where stated and explained in the accounting policies below.

The accounting policies have been consistently applied and, except where there is a change in accounting policy, are consistent with those of the previous year.

The Association has adopted all of the new and revised Standards and Interpretations issued by the Australian Accounting Standards Board (the AASB) that are relevant to its operations and effective for the current reporting period.

The adoption of all the new and revised Standards and Interpretations has not resulted in any changes to the Association's accounting policies and has no effect on the amounts reported for the current or prior years.

#### (b) Statement of compliance

The financial report complies with Australian Accounting Standards (AAS). Compliance with AAS ensures that the financial report, comprising the financial statements and notes thereto, complies with International Financial Reporting Standards (IFRS). For the purpose of preparing the financial report, the Association is a not-for-profit entity.

The Directors have authorised the issue of this financial report on 8th August 2018.

#### (c) Revenue recognition

Revenues are recognised at fair value of the consideration received net of the amount of goods and services tax (GST) payable to the Australian Tax Office (ATO). Exchanges of goods or services of the same nature and value without any cash consideration are not recognised as revenues.

##### **Catering income**

Catering income is commission income received from the caterer and income generated directly, relating to functions and special events held throughout the year at the venue.

##### **Cricket Operation**

Cricket income is generated via distributions from Cricket Australia and other related grants. All grants and distributions received throughout the year are recognised in the period for which they specifically relate.

##### **Match Ticketing**

Ticketing income is generated from ticket sales to domestic cricket fixtures.

##### **Marketing**

Marketing income is predominantly derived from sponsorship and corporate hospitality sales. All monies received from sponsorship relate principally to the cricket season. Corporate hospitality sales are recognised in accordance with the terms of the specific contract.

##### **Membership**

Membership revenue is derived through renewals, nomination and subscription fees. All membership income is recognised in the financial year in which they specifically relate.

##### **Grant Income**

All grants obtained throughout the year are recognised in the period in which they are received, unless they relate to future periods. Grants received in relation to the acquisition of non-current assets are recognised as revenue over the corresponding period in which the asset is depreciated.

***Sale of goods***

Revenue from the sale of goods is recognised (net of returns, discounts and allowances) when control of the goods passes to the buyer.

***Sale of non-current assets***

The gain or loss on disposal of a non-current asset is calculated as the difference between the carrying amount of the asset at the time of disposal and the net proceeds on disposal. Gains and losses in any year are aggregated and included in income or expense as appropriate on a net basis.

***Deferred income***

To the extent that funds have been received in advance of the Association meeting its obligations, that income is deferred to be recognised in the period to which it relates.

***Interest income***

Interest income is recognised as it accrues, taking into account the effective yield on the financial asset.

**(d) Finance costs**

Finance costs include interest, amortisation of discounts or premiums relating to borrowings, amortisation of ancillary costs incurred in connection with arrangement of borrowings, including lease finance charges.

Finance costs are expensed as incurred.

**(e) Goods and services tax**

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the ATO. In these circumstances, the GST is recognised as part of the cost of acquisition of the asset or as part of an item of the expense.

Receivables and payables are stated with the amount of GST included.

The net amount of GST recoverable from, or payable to, the ATO is included as a current asset or liability in the Statement of Financial Position.

Cash flows are included in the cash flow statement net of GST.

**(f) Taxation**

The Association is exempt from the payment of income tax under the Income Tax Assessment Act.

**(g) Acquisitions of assets**

All assets acquired including property, plant and equipment are initially recorded at their cost of acquisition at the date of acquisition, being the fair value of the consideration provided plus incidental costs directly attributable to the acquisition.

The costs of assets constructed include the cost of materials and direct labour. Directly attributable overheads and other incidental costs are also capitalised to the asset.

Assets under construction are classified accordingly until completed.

**(h) Cash assets and bank overdrafts**

Cash assets and bank overdrafts are carried at face value of the amounts deposited or drawn.

**(i) Receivables*****Trade receivables***

Trade debtors are generally settled within 30 days and are therefore carried at amounts due. A provision is established at the time a specific debt is considered doubtful. Bad debts are written off when identified.

**(j) Inventories**

Inventory is carried at the lower of cost and net realisable value.

***Net realisable value***

Net realisable value is determined on the basis of each inventory line's estimated selling price.

**(k) Leased plant and equipment**

Finance leases which effectively transfer to the Association substantially all of the risks and benefits incidental to ownership of the leased item are capitalised at the present value of the minimum lease payments and disclosed as leased assets, with a corresponding liability included in the financial statements. Lease liabilities are reduced by repayment of principal. The interest components of the lease payments are expensed in the Statement of Profit or Loss and Other Comprehensive Income.

(l) **Recoverable amount of non-current assets valued on cost basis**

The carrying amounts of non-current assets valued on the cost basis are reviewed to determine whether they are in excess of their recoverable amount at balance date. If the carrying amount of a non-current asset exceeds its recoverable amount, the asset is written down to the lower amount. The write-down is recognised as an expense in the Statement of Profit or Loss and Other Comprehensive Income in the reporting period in which it occurs.

Where a group of assets working together supports the generation of cash inflows, recoverable amount is assessed in relation to that group of assets.

(m) **Depreciation**

***Useful lives***

All non-current assets have limited useful lives and are depreciated using the straight line method over their estimated useful lives.

Assets are depreciated from the date of acquisition or, in respect of internally constructed assets, from the time an asset is completed and held ready for use.

Depreciation rates and methods are reviewed annually for appropriateness. When changes are made, adjustments are reflected prospectively in current and future periods only. Depreciation is expensed.

The depreciation rates used for each class of asset are as follows:

	2018	2017
Land and Buildings	2.5% - 10%	2.5% - 10%
Plant and Equipment	10% - 25%	10% - 25%
Office Furniture and Equipment	10% - 33%	10% - 33%

(n) **Payables**

Liabilities are recognised for amounts to be paid in the future for goods or services received. Trade accounts payable are normally settled within 30 days.

(o) **Provisions**

Provisions are recognised when the Association has a present obligation (legal or constructive) as a result of a past event, it is probable that the Association will be required to settle the obligation, and a reliable estimate can be made of the amount of the obligation.

The amount recognised as a provision is the best estimate of the consideration required to settle the present obligation at the end of the reporting period, taking into account the risks and uncertainties surrounding the obligation. When a provision is measured using the cash flows estimated to settle the present obligation, its carrying amount is the present value of those cash flows (where the effect of the time value of money is material).

When some or all of the economic benefits required to settle a provision are expected to be recovered from a third party, a receivable is recognised as an asset if it is virtually certain that reimbursement will be received and the amount of the receivable can be measured reliably.

(p) **Employee entitlements**

***Wages, salaries and annual leave***

Liabilities for employee benefits for wages, salaries (including non-monetary benefits) and annual leave to be settled within 12 months of the reporting date represent present obligations resulting from employees' services provided up to the reporting date, calculated at undiscounted amounts based on remuneration rates that the Association expects to pay including related on-costs.

***Long service leave***

The provision for employee benefits for long service leave represents the present value of the estimated future cash outflows to be made resulting from employees' services provided up to reporting date.

***Superannuation plan***

The Association contributes to defined contribution employee superannuation plans. Contributions are charged against income as they are accrued.

(q) **Financial instruments**

**Net fair value of financial assets and liabilities**

Monetary financial assets and financial liabilities not readily traded in an organised financial market are determined by valuing them at the present value of the contractual future cash flows on amounts due from customers (reduced for expected credit losses) or due to suppliers. The carrying amounts of bank term deposits, trade debtors, term debtors, other debtors, bank overdrafts, accounts payable, bank bills and employee benefits approximate net fair value.

(r) **Changes to accounting standards**

Certain Australian Accounting Standards and Australian Accounting Interpretations have recently been issued or amended but are not yet effective. These standards have not been adopted by the Association for the year ended 30 June 2018 and are not expected to have a material effect on the Association's current accounting policies.

(s) **Legal status**

The Association is a not-for profit entity, incorporated under the Associations Incorporation Act 2015. The Association was converted to a Public Company Limited by Guarantee on 5 July 2018.

(t) **Principal place of business**

The Association's principal place of business and registered address is the WACA Ground, Nelson Crescent, East Perth, Western Australia.

	2018 (\$)	2017 (\$)
<b>2. Revenue</b>		
<b>Other income</b>		
<i>From operating activities</i>		
Interest	305,065	313,586
Contracting income	435,187	-
Grant previously classified as deferred income	1,186,250	-
Other	11,693	13,480
<i>From outside operating activities</i>		
Net gain on disposal of non-current assets	115,477	10,000
<b>Total other income</b>	<b>2,053,672</b>	<b>337,066</b>
<b>3. Surplus / (Deficit)</b>		
<b>Surplus / (Deficit) has been arrived at after charging the following items:</b>		
Net expense including:		
Employee benefits, including player payments (excluding superannuation)	17,788,870	14,374,419
Superannuation contributions	1,331,782	1,166,925
Operating lease payments	11,508	18,516
Movement in provision for employee entitlements	107,095	153,779
Finance costs:		
Bank loan, overdraft and facility fees	-	1,890
Depreciation:		
Buildings	1,050,496	1,011,584
Plant and equipment and motor vehicles	703,907	727,883
Computer equipment	46,070	101,080
	<b>1,800,473</b>	<b>1,840,547</b>

	2018 (\$)	2017 (\$)
<b>3. (continued)</b>		
Accelerated depreciation:		
Buildings	13,862,917	-
Plant and equipment	1,132,910	-
Computer equipment	35,580	-
	<b>15,031,407</b>	<b>-</b>
<p>The value of the non-current assets as at 30 June 2018 was assessed in light of a ten-year Stadium Hire Agreement with Optus Stadium executed during January 2018. Major cricket matches will be played at Optus Stadium during the ten years to 2028. It is intended to redevelop the WACA Ground with a smaller capacity and with new membership, high performance, community and administration facilities, upon the securing of necessary funding. The assessment of non-current assets took into account all the relevant circumstances including the ten-year Stadium Hire Agreement with Optus Stadium and the plans for the future of the WACA Ground as noted above. The outcome of the assessment was that the carrying value of certain WACA Ground related assets, including the Stands and Light Towers, were reduced to nil effective 30 June 2018. The reduction in the carrying values has been charged as an accelerated depreciation expense as shown above.</p>		
<b>4. Auditors remuneration</b>		
<i><b>Audit services</b></i>		
Auditors of the Association		
Audit of the financial report	31,827	31,500
<i><b>Other services</b></i>		
Other audit services	5,253	4,200
	<b>37,080</b>	<b>35,700</b>
<b>5. Cash and cash equivalents</b>		
Cash at bank and on hand	4,035,182	2,832,179
Short-term deposits	10,000,000	10,000,000
<b>Cash and cash equivalents</b>	<b>14,035,182</b>	<b>12,832,179</b>
<p>The weighted average interest rate on cash assets at 30 June 2018 is 2.15% (2017: 2.03%).</p>		
Term deposits maturity timing:		
30 days	1,000,000	-
120 days	-	4,000,000
169 days	3,000,000	-
180 days	6,000,000	3,000,000
270 days	-	3,000,000
	<b>10,000,000</b>	<b>10,000,000</b>
<p>All term deposits are able to be accessed mid-term. Interest earned from cash at bank and on deposit is sensitive to movements in interest rates. Based on average cash balances held during the year, if interest rates had moved by 1% this would have impacted the Income Statement and Cash Flow by approximately \$161,463 (2017: \$152,781).</p>		

	2018 (\$)	2017 (\$)
<b>6. Trade and other receivables</b>		
<b>Current</b>		
Trade receivables	379,918	189,884
Other receivables	75,000	75,000
	<b>454,918</b>	<b>264,884</b>
The ageing of trade receivables is as follows:		
Current	257,076	164,467
30 days	75,724	23,417
60 days	44,049	550
90 days	3,069	1,450
	<b>379,918</b>	<b>189,884</b>
All debtors are considered to be recoverable.		
<b>7. Inventories</b>		
<b>Current</b>		
Merchandise – at cost	<b>11,648</b>	<b>11,265</b>
<b>8. Other current assets</b>		
Prepayments	<b>830</b>	<b>73,473</b>
<b>9. Property, plant and equipment</b>		
<b>Land and buildings</b>		
At cost	42,732,738	42,347,276
Accumulated depreciation	(42,293,172)	(27,379,759)
	<b>439,566</b>	<b>14,967,517</b>
<b>Plant and equipment and motor vehicles</b>		
At cost	7,497,518	7,671,749
Accumulated depreciation	(6,760,630)	(5,248,029)
	<b>736,888</b>	<b>2,423,720</b>
<b>Computer equipment</b>		
At cost	870,361	870,361
Accumulated depreciation	(870,361)	(788,711)
	<b>-</b>	<b>81,650</b>
<b>Total property, plant and equipment net book value</b>	<b>1,176,454</b>	<b>17,472,887</b>
An independent valuation of a portion of the Association's land and buildings, the subject of the previously proposed ground redevelopment was carried out as at 28 April 2014 by Herron Todd White (WA) Pty Ltd, Property Consultants. The total land area of the five separate portions subject to the valuation is 24,270 sqm, as compared to a total land area of 56,656 sqm. The basis of the valuation is the unencumbered estate in fee simple in vacant possession. The independent valuation of the total land area of the five separate portions, the subject of the previously proposed ground redevelopment, is \$35.9 million. This valuation has not been reflected in the financial report. The land and buildings are recorded at cost less accumulated depreciation.		

	2018 (\$)	2017 (\$)
<b>9. (continued)</b>		
<b>Reconciliations</b>		
Reconciliations of the carrying amounts for each class of property, plant and equipment are set out below:		
<b>Land and buildings</b>		
Carrying amount at beginning of year	14,967,517	15,763,822
Additions	385,462	215,279
Depreciation	(1,050,496)	(1,011,584)
Accelerated depreciation	(13,862,917)	-
<b>Carrying amount at end of year</b>	<b>439,566</b>	<b>14,967,517</b>
<b>Plant and equipment and motor vehicles</b>		
Carrying amount at beginning of year	2,423,720	2,660,820
Additions	180,081	490,783
Disposals	(30,096)	-
Depreciation	(703,907)	(727,883)
Accelerated depreciation	(1,132,910)	-
<b>Carrying amount at end of year</b>	<b>736,888</b>	<b>2,423,720</b>
<b>Computer equipment</b>		
Carrying amount at the beginning of year	81,650	244,860
Additions	-	6,671
Disposals	-	(68,801)
Depreciation	(46,070)	(101,080)
Accelerated depreciation	(35,580)	-
Carrying amount at end of year	-	81,650
<b>Total property, plant and equipment net book value</b>	<b>1,176,454</b>	<b>17,472,886</b>
Accelerated depreciation - refer to Note 3 above for an explanation of this adjustment.		
<b>10. Payables</b>		
<b>Current</b>		
Trade creditors and accruals	3,111,503	2,034,463
<b>11. Provisions</b>		
<b>Current</b>		
Employee leave entitlements	983,305	921,201
Payroll tax (i)	-	330,000
	<b>983,305</b>	<b>1,251,201</b>
<b>Non-current</b>		
Employee leave entitlements	324,171	279,180
	<b>324,171</b>	<b>279,180</b>
(i) Payroll tax was based on estimated additional player payments due in October 2017, relating to the increase in Australian Cricket Revenue (ACR) generated by the whole of Australian Cricket during the four year period to 30 June 2017 compared to a forecast of ACR for the same period.		
<b>Number of employees</b>	<b>No.</b>	<b>No.</b>
Number of permanent employees at year end (Full Time Equivalent, "FTE")	105	98

	NOTES	2018 (\$)	2017 (\$)
<b>12. Deferred Income</b>			
<b>Current (i)</b>		<b>395,372</b>	<b>777,791</b>
<b>Non-current (ii)</b>		<b>-</b>	<b>1,186,250</b>
(i) Deferred income (current) relates to government grants, corporate hospitality and other income received which relates to the year ended 30 June 2019.			
(ii) Deferred income (non-current) related to government grants.			
Government grants of \$nil at 30 June 2018 (2017: \$1,368,750) was a contribution towards the construction of the new media centre. This income has now been recognised as other revenue (refer to note 2) following the accelerated depreciation of the related property, plant and equipment (refer to note 9).			
<b>13. Commitments</b>			
<b>Operating lease payable commitments</b>			
Future commitments are payable:			
Within one year		62,837	18,516
One year or later and no later than five years		260,938	17,698
Later than five year		362,857	-
		<b>686,632</b>	<b>36,214</b>
Future commitments as at 30 June 2018 relate to Venue Signage Rental Fees payable to Optus Stadium over the next ten years. The above commitments do not include amounts related to contingent rental fees payable which will be a function of match attendances and matches played at Optus Stadium, which will be finalised over time and in consultation with CA.			
<b>14. Notes to the statement of cash flows</b>			
<b>(i) Reconciliation of cash</b>			
For the purposes of the cash flow statement, cash includes cash on hand and at bank and short-term deposits at call, net of outstanding bank overdrafts. Cash at the end of the financial year as shown in the cash flow statement is reconciled to the related items in the Statement of Financial Position as follows:			
<b>Cash assets</b>	5	<b>14,035,182</b>	<b>12,832,179</b>
<b>(ii) Reconciliation of operating (deficit) / surplus to net cash provided by operating activities</b>			
Operating (deficit) / surplus		(14,261,121)	35,546
Add/(less) items classified as investing/financing activities:			
(Gain)/loss on sale of non-current assets		(115,477)	(10,000)
Depreciation		1,800,473	1,840,547
Accelerated Depreciation		15,031,407	-
Net cash provided by / (used in) operating activities before change in assets and liabilities		2,455,282	1,866,093
Change in assets and liabilities during the financial year:			
(Increase)/decrease in receivables		(190,034)	114,874
(Increase)/decrease in inventories		(383)	6,826
(Increase)/decrease in other current assets		72,643	54,740
Increase/(decrease) in payables		1,077,039	(40,186)
Increase/(decrease) in provisions		(222,905)	(46,221)
Increase/(decrease) in deferred income		(1,568,669)	(734,067)
<b>Net cash provided by operating activities</b>		<b>1,622,973</b>	<b>1,222,059</b>

	2018 (\$)	2017 (\$)
<b>14. (continued)</b>		
<b>(iii) Non cash investing and financing activities</b>		
During the financial year or previous year, the Association did not acquire any property, plant and equipment by means of financing leases.		
<b>15. Related parties</b>		
<b>(i) Board Members</b>		
No member of the Board has received any remuneration from the Association and no member of the Board has entered into a contract with the Association since the end of the previous financial year.		
<b>(ii) Key management personnel compensation</b>		
Key management personnel compensation is set out below. The key management personnel are the executives with the authority for the strategic direction and management of the Association.		
Short-term benefit	1,434,720	1,295,114
Post Employment benefit	130,598	116,903
Other Long-Term benefit	38,596	33,045
	<b>1,603,914</b>	<b>1,445,062</b>

## 16. Segment reporting

The Association operates wholly within one business segment, being the promotion and development of cricket in Western Australia.

## 17. Events subsequent to balance date

The Association was converted to a Public Company Limited by Guarantee effective 5 July 2018.

There has not arisen any item, transaction or event of a material nature likely, in the opinion of the members of the Board, to affect materially the operations or state of affairs of the Association in future financial years.

## 18. Contingent Liabilities

- a) A development agreement ("Agreement") signed on 1 July 2009 with Ripple Holdings Pty Ltd, as trustee for the WACA Redevelopment Trust ("Ripple") and Ascot Capital Limited ("Ascot") was terminated on 16 December 2013. A liability not included in these Financial Statements may arise if any of the land which is the subject of the Agreement ("development land") is alienated in any way, including sale, assignment, transfer or lease.

If any of the development land is alienated, the Association must pay to Ripple an amount equal to 8% of the increase in value of the development land and which increased value is attributable to any development approvals obtained by Ripple on behalf of the Association, less preliminary costs incurred, ("Value Uplift"). No amount is payable if the Value Uplift is less than the preliminary costs. The total of preliminary costs incurred over the duration of the project was \$7m. The Value Uplift fee would be to a maximum of the relevant proceeds received up to the relevant date. The contingent liability in relation to the Value Uplift fee is dependent on uncertain future events and is not quantifiable at this stage.

- b) The Association was fined \$150,000 by Cricket Australia on 4 November 2016 for an administrative breach relating to player payments for the 2015/16 Big Bash League season. Of the total fine, \$145,000 is suspended for five years to 4 November 2021, when it will be waived if no similar offence has been committed.
- c) The Association, along with the other State Associations, is negotiating an arrangement with Cricket Australia ("CA") whereby any Australian Cricket Revenue ("ACR") earned by the Association over and above an agreed baseline during the five-year period to 30 June 2022 will attract a surcharge payable to the Player Payment Pool held by CA. As at the date of this report, the arrangement with CA including the agreed baseline has not been finalised and accordingly it is not possible to estimate the liability, if any, which will be due to CA after 30 June 2022.

## **19. Fair Value of Financial Instruments**

The carrying amounts of cash and cash equivalents, trade and other receivables, trade and other payables are a reasonable approximation of their fair values, on account of their short maturity cycle.

The fair value of interest-bearing liabilities are estimated to approximate the carrying value as; the finance leases have a short maturity cycle; the bank bill facility is subject to variable 90 day bill rates which approximate to the long term bond rate.

## **20. Risk Management Strategies**

The Association is primarily exposed to credit risks, liquidity risks and interest rate risks.

**Credit Risks:** Credit terms are provided to; certain sponsorship and ground rights' clients; cricket clubs and associations in respect of goods and services provided. In relation to sponsorship and ground rights' clients, the credit risk is assessed as part of contract negotiation and payment terms are stipulated in contracts. In relation to cricket clubs and associations the credit risk is mitigated to a large extent by the ability to offset amounts due from payments made. Aged debtor reports are produced on a monthly basis and overdue accounts are followed up.

**Liquidity Risks:** Cash is required to meet ongoing expenses including wages, taxes and creditors. Cash flows are forecast, monitored and planned on a weekly basis so as to ensure cash is available as required. Funds are invested on such terms as to ensure sufficient liquidity.

**Interest Rate Risks:** Movements in interest rates are monitored on a monthly basis.

There are presently no currency or other pricing risks facing the Association.

## **21. Investment in Subsidiary Company**

Perth Scorchers Pty Ltd ("company"), a proprietary company limited by shares was registered on 27 April 2011. The issued share capital of the company is 100 ordinary shares of \$1 each. The shares are wholly owned by the Association. The company is dormant.

As at 30 June 2018 other than \$100 share capital, the company had no assets or liabilities. The investment in the company has not been brought to account in the accounts of the Association. Consolidated financial statements have not been prepared at 30 June 2018 due to immateriality.

# Board's Declaration

The Board Directors declare that:

- a) in the Board's opinion, there are reasonable grounds to believe that the Company (formerly Association) will be able to pay its debts as and when they become due and payable;
- b) in the Board's opinion, the attached financial statements are in compliance with International Financial Reporting Standards, as stated in note 1(b) to the financial statements; and
- c) in the Board's opinion, the attached financial statements and notes thereto are in accordance with the Company (formerly Association) Rules, including compliance with accounting standards and giving a true and fair view of the financial position and performance of the Company (formerly Association).

Signed in accordance with a resolution of the Board Directors:

Dated at Perth this 8th day of August 2018.

On behalf of the Board



---

**Dr KC Michael AC** | Chair



---

**DJ Bailey** | Chair, Audit & Risk Committee

## Independent Auditor's Report to the Members of Western Australian Cricket Association (Inc.)

### *Opinion*

We have audited the financial report of Western Australia Cricket Association (Inc.) (the "Entity") which comprises the statement of financial position as at 30 June 2018, the statement of profit or loss and other comprehensive income, the statement of changes in equity and the statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies, and declaration by the Members of the Board.

In our opinion, the accompanying financial report presents fairly, in all material respects, the Entity's financial position as at 30 June 2018 and of its financial performance and its cash flows for the year then ended in accordance with Australian Accounting Standards.

### *Basis for Opinion*

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Report* section of our report. We are independent of the Entity in accordance with the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants* (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### *Other Information*

- (a) Management is responsible for the other information. The other information comprises the information included in the Entity's annual report for the year ended 30 June 2018, but does not include the financial report and our auditor's report thereon.

Our opinion on the financial report does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial report, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent

with the financial report or our knowledge obtained in the audit, or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

#### *Responsibilities of Management and Members of the Board for the Financial Report*

Management of the Entity is responsible for the preparation of the financial report in accordance with Australian Accounting Standards and the Association Rules and for such internal control as management determine is necessary to enable the preparation of the financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, management is responsible for assessing the ability of the Entity to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intend to liquidate the Entity or to cease operations, or has no realistic alternative but to do so.

The Members of the Board are responsible for overseeing the Entity's financial reporting process.

#### *Auditor's Responsibilities for the Audit of the Financial Report*

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this financial report.

As part of an audit in accordance with the Australian Auditing Standards, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial

report or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Entity to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

We communicate with management and the Members of the Board regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

DELOITTE TOUCHE TOHMATSU

DELOITTE TOUCHE TOHMATSU



**John Sibenaler**  
Partner  
Chartered Accountants  
Perth, 8 August 2018

# Constitution of the Western Australian Cricket Association Limited

5 July 2018



## Table of Contents

### 1 KEY ORGANISATIONAL INFORMATION

- 1.1 Definitions and Interpretation
- 1.2 Name and nature of the Organisation
- 1.3 Interaction with Act
- 1.4 Objects
- 1.5 No distribution to Members
- 1.6 Recognition of heritage

### 2 MEMBERS

- 2.1 Classes of membership
- 2.2 Applications
- 2.3 No transfers
- 2.4 Ceasing to be a Member
- 2.5 Resignation
- 2.6 Expulsion or suspension
- 2.7 Variation of Classes and Class rights
- 2.8 Certificates or Membership Cards
- 2.9 Suspension of Member rights for non-payment of fees

### 3 FEES

- 3.1 Fees
- 3.2 Interest

### 4 PROCEEDINGS OF MEMBERS

- 4.1 Who can call meetings of Members
- 4.2 Annual General Meeting
- 4.3 How to call meetings of Members
- 4.4 Right to attend, speak and vote at Member meetings
- 4.5 Meeting at more than one place
- 4.6 Quorum
- 4.7 Chair
- 4.8 General conduct of meetings
- 4.9 Resolutions of Members
- 4.10 Polls
- 4.11 Adjourned, cancelled and postponed meetings
- 4.12 Number of votes
- 4.13 Objections to qualification to vote
- 4.14 Proxies and powers of attorney

### 5 DIRECTORS

- 5.1 Number and Qualification of Directors
- 5.2 Cricket Appointed Directors
- 5.3 Appointment of Member Elected Directors by Members
- 5.4 Appointment of Board Appointed Directors
- 5.5 Retirement and re-appointment of Directors

- 5.6 Maximum term for a Director
- 5.7 Vacation of office of Director
- 5.8 No Alternate Directors
- 5.9 Payment to Directors prohibited
- 5.10 Skills, experience and attributes of Directors
- 5.11 Consents and Undertakings

### 6 OFFICERS AND OFFICEHOLDERS

- 6.1 Patron-in-Chief
- 6.2 Patron(s)
- 6.3 Chair and Deputy Chair
- 6.4 Chief Executive Officer
- 6.5 Secretary(s)
- 6.6 Indemnity and insurance

### 7 POWERS OF THE ORGANISATION AND BOARD

- 7.1 General powers
- 7.2 Execution of Documents
- 7.3 Committees and delegates
- 7.4 Attorney or agent
- 7.5 Affiliated Organisations
- 7.6 Duties of Directors
- 7.7 Conflicts of Interest
- 7.8 Cricket Australia

### 8 PROCEEDINGS OF BOARD

- 8.1 Written resolutions of the Directors
- 8.2 Meetings of the Board
- 8.3 Who can call meetings of the Board
- 8.4 How to call meetings of the Board
- 8.5 Quorum
- 8.6 Resolutions of the Board

### 9 BOARD AND OTHER COMMITTEES

- 9.1 Board may establish Committees
- 9.2 Terms of Reference and Governance
- 9.3 Review
- 9.4 SGDC

### 10 BY-LAWS

- 10.1 By-laws
- 10.2 By-law Matters
- 10.3 No conflict with Constitution
- 10.4 Making of By-laws
- 10.5 Force and Effect of By-Laws

### 11 RECORDS

- 11.1 Financial Year
- 11.2 Accounts
- 11.3 Books, accounts and records
- 11.4 Audit
- 11.5 Minutes

### 12 ALTERATIONS TO CONSTITUTION

### 13 NOTICES

- 13.1 Notice to Members
- 13.2 Notice to Directors
- 13.3 Notice to the Organisation
- 13.4 Time of service
- 13.5 Signatures

### 14 WINDING UP

- 14.1 Transfer of surplus
- 14.2 Application to Court

### 15 TRANSITIONAL PROVISIONS

- 15.1 Transitional Arrangements
- 15.2 Transitional Provisions Paramount
- 15.3 Continuance of Transitional Provisions

### SCHEDULE 1

Definitions and interpretation

### SCHEDULE 2

Key Information

### SCHEDULE 3

Transitional Provisions

### SCHEDULE 4

Western Australian Cricket Association Limited, By-Laws

## 1 Key Organisational Information

### 1.1 Definitions and Interpretation

Schedule 1 applies and forms part of this Constitution to assist in its interpretation.

### 1.2 Name and nature of the Organisation

- (a) The name of the Organisation is Western Australian Cricket Association Limited.
- (b) The Organisation is a public company limited by guarantee under the Act.
- (c) Each Member undertakes to contribute an amount not exceeding ONE dollar (AUD\$1.00) to the property of the Organisation if the Organisation is wound up:
  - (i) at a time when that person is a Member; or
  - (ii) within one year of the time that person ceased to be a Member,for or towards:
  - (iii) payment of the debts and liabilities of the Organisation contracted before that person ceased to be a Member;
  - (iv) payment of the costs, charges and expenses of winding up the Organisation; and
  - (v) adjustment of the rights of the contributories among Members.

### 1.3 Interaction with Act

The replaceable rules in the Act do not apply to the Organisation.

### 1.4 Objects

- (a) The objects of the Organisation are:
  - (i) to lead, promote, nurture, develop, co-ordinate and administer, and to provide governance leadership for, cricket at all levels of the sport including but not limited to representative cricket, premier cricket, junior cricket and community based participation in the sport of cricket, both active and passive, including through affiliation and co operation with other organisations;
  - (ii) to maintain membership and to actively engage with and exercise its membership rights (including rights to board representative appointment or nomination, as applicable) of Cricket Australia, and to maintain and promote relations with other member organisations of Cricket Australia;
  - (iii) to promote, develop and manage, or otherwise deal with the WACA Ground as a strategic asset of the Organisation ancillary to and in furtherance of these objects;
  - (iv) to provide facilities, amenities and services for the benefit of Members consistent with these objects but subject nevertheless to Article 1.5(a)
- (b) The Organisation:
  - (i) will only apply the income and property of the Organisation in promoting the objects of the Organisation; and
  - (ii) must not transfer its assets and engagements to, or amalgamate with any corporation, association or organisation which does not, to the same extent as this Constitution:
    - (A) restrict the application of its income and property and prohibit the making of distributions to its Members; and
    - (B) have objects similar to the objects of the Organisation under this Article.

### 1.5 No distribution to Members

- (a) Subject to Article 1.5(b), the Organisation must not make any payment or distribution or apply any part of the income or property of the Organisation, to any Member, including by way of dividend, surplus on winding up or otherwise.
- (b) Article 1.5(a) does not prevent the Organisation, with the approval of the Board acting in good faith (including through delegation of power to the CEO and to management), paying:
  - (i) reasonable remuneration to a Member who is an employee of the Organisation;
  - (ii) subject to Article 5.9, reasonable remuneration to a Member who is an officer of the Organisation;
  - (iii) reasonable remuneration in consideration for services rendered or goods supplied by a Member to the Organisation in the ordinary course of business;
  - (iv) interest, at a reasonable rate based on commercial "arm's length" terms, on money borrowed by the Organisation from a Member;
  - (v) reasonable rent based on commercial "arm's length" terms, for premises leased to the Organisation by a Member;
  - (vi) out-of-pocket expenses properly and reasonably incurred by a Member at the request of the Organisation and for, or on behalf of, the Organisation;
  - (vii) out of pocket expenses properly and reasonably incurred by a Member in his/her capacity as a Director, in connection with the affairs of the Organisation; or
  - (viii) any other reasonable amount of similar character to those described in this Article 1.5(b).

### 1.6 Recognition of heritage

The instrumental role of premier cricket (formerly known as district cricket) stakeholders in Western Australia in the foundation of the Organisation is acknowledged and respected.

## 2 Members

### 2.1 Classes of membership

The:

- (a) various Classes of Membership and status within a Class;
- (b) restrictions (if any) in the number of Members or the number of Members within each Class or status within a Class;
- (c) qualifications for admission to each Class or status within a Class; and
- (d) rights attached to being a Member in each Class, are as prescribed in the By-laws from time to time.

### 2.2 Applications

- (a) Subject to Article 2.1 and the By-laws, a person may apply for Membership in the manner prescribed in this Article.
- (b) An applicant for Membership must:
  - (i) sign and deliver to the Organisation an application in the Applicable Form including specification as to the Class of Membership being applied for; and
  - (ii) pay any Fees with respect to that application, as specified in the By-laws.
- (c) The Board, including on recommendation of management or a committee of the Board constituted with terms of reference including such purpose, may determine whether an applicant may become a Member.

- (d) The Board is not required to give any reason for the approval or rejection of any application to become a Member.
- (e) If an application to become a Member is accepted, the Organisation must:
  - (i) give written notice of the acceptance to the applicant including details of the Class of Membership and the rights that are then attached to that Class;
  - (ii) request payment of any outstanding amount owing for any Fees incidental to such Membership; and
  - (iii) upon payment in full of Fees, enter the applicant's name in the Register as a Member of the relevant Class.
- (f) If an application to become a Member is rejected, the Organisation must:
  - (i) give written notice of the rejection to the applicant; and
  - (ii) refund in full any Fees, in addition to any Membership nomination fee (which shall not be refundable), paid to the Organisation by the applicant when applying for Membership.
- (g) The Board may, at its discretion, determine to close offering Membership, either generally or with respect to any particular Class or Classes, to new applicants, in which case the Organisation may keep the names and particulars of any new applicants on a waiting list, but without assurance of Membership becoming available within any timeframe or priority being given to those on such a waiting list.

### 2.3 No transfers

Membership, and the rights of being a Member, are personal to the Member and are not transferable whether by operation of law or otherwise.

### 2.4 Ceasing to be a Member

- (a) A person will cease to be a Member if:
  - (i) that person resigns in accordance with Article 2.5;
  - (ii) that person is expelled under Article 2.6; or
  - (iii) a Cessation Event occurs in respect of that person.
- (b) The estate of a deceased Member is not released from any accrued liability prior to their death in respect of that person being a Member.

### 2.5 Resignation

- (a) A member may resign as a Member by giving the Organisation notice in writing.
- (b) Unless the notice provides otherwise, a resignation by a Member takes effect immediately on the giving of that notice to the Organisation.
- (c) A Member is not released from any accrued liability in respect of their Membership merely by giving notice of resignation.

### 2.6 Expulsion or suspension

- (a) Subject to this Article 2.6, the Board may resolve to:
  - (i) expel a Member; or
  - (ii) suspend a Member:
    - (A) for such period; and
    - (B) from enjoying such rights and privileges of Membership, as the Board may determine and give written notice of to the Member;
- (b) The Board may only act under Article 2.6(a)(i) if:
  - (i) an Expulsion Event occurs in respect of the Member; and

- (ii) other than in the case of non-payment by the Member of Fees or other moneys owing to the Organisation, the Organisation gives that Member at least 10 Business Days' notice in writing:
    - (A) stating the Expulsion Event and that the Member is liable to be expelled;
    - and
    - (B) informing the Member of the Member's right under Article 2.6(c)(i).
- (c) Other than in the case of non-payment by the Member of Fees or other moneys owing to the Organisation, before passing any resolution under Article 2.6(a)(i), the Board:
  - (i) must allow the Member to give to the Board, either orally or in writing, any explanation or defence of the Expulsion Event; and
  - (ii) may adopt other procedures to aid the resolution of any complaint against the Member, including the appointment of complaints committees, conciliators and mediators if and as the Board may determine is appropriate in all the circumstances of the matter.
- (d) Where a resolution is passed under Article 2.6(a), the Organisation must give the Member, notice ("Discipline Notice") in writing of the expulsion or suspension, within 10 Business Days of the resolution.
- (e) Other than in the case of non-payment by the Member of Fees or other moneys owing to the Organisation, a member may, by notice in writing to the Organisation within 10 Business Days of issue of a Discipline Notice, request that a resolution to negate that expulsion (but not suspension) of that Member under Article 2.6(a) be moved at the next AGM of the Organisation.
- (f) If a request under Article 2.6(e) is made, the Board must table at the AGM of the Organisation an invitation for that meeting to move a resolution to overturn the decision of the Board to expel the Member concerned.
- (g) A Board resolution for expulsion under Article 2.6(a) is deemed to take effect:
  - (i) if the Member does not give a notice under Article 2.6(e), on the date of that Board resolution;
  - (ii) if the Member gives notice under Article 2.6(e), as an immediate suspension of Membership and Member rights, and as an expulsion of Membership effective from the conclusion of the next AGM, unless the resolve of that AGM is to overturn the resolution of the Board to expel the Member.
- (h) The Board may reinstate an expelled or suspended Member on any terms and at any time as the Board determines, including as a pre condition, a requirement that all amounts due but unpaid by the expelled or suspended Member to the Organisation are paid.
- (i) Nothing in this Article limits the effect of any By-law that may be passed to temporarily deny a Member access to any facilities under the control or management of the Organisation where that Member's behaviour has fallen short of acceptable standards as prescribed in the By-laws.

### 2.7 Variation of Classes and Class rights

Subject to the Act, this Constitution and the By-laws the Organisation may:

- (a) vary or cancel rights attached to being a Member of a Class; or
- (b) convert all Members from an existing Class to another Class.

### 2.8 Certificates or Membership Cards

- (a) The Organisation may issue to each Member, free of charge, a certificate or Membership Card evidencing that person as a Member or as a Member of a particular Class.

- (b) The Organisation may issue a replacement certificate or Membership Card of being a Member if:
  - (i) the Organisation receives and cancels the Member's existing certificate or Membership Card or the Organisation is satisfied that the Member's existing certificate or Membership Card is lost or destroyed and the Organisation has received a declaration from the Member in Applicable Form attesting to that loss of destruction and indemnifying the Organisation against any loss, liability or claim arising from such loss or destruction and the issue of a replacement certificate or Membership Card; and
  - (ii) the Member pays any applicable administrative Fee as the By-laws may prescribe.
- (c) The certificate or Membership Card at all times remains the property of the Organisation and a retiring, expelled or suspended Member must promptly return their certificate or Membership Card to the Organisation and must not display or use the Membership Card to gain entitlements that are only available to Members.

## 2.9 Suspension of Member rights for non-payment of fees

Without limiting any other provision of this Constitution or the By-laws, and without limiting any right of recovery for unpaid Fees at law, if a Member has not paid any Fees which are past due and payable, all rights attaching to that Member's Membership are automatically suspended until payment of the outstanding Fee is paid.

## 3 Fees

### 3.1 Fees

- (a) The Organisation may require the payment of fees or levies by Members in the amounts and at the times as the By-laws prescribe.
- (b) The Organisation may make Fees payable for one or more Members, or Classes of Members, for different amounts and at different times.
- (c) Pursuant to Article 3.1(a), the Organisation may, from time to time, give notice to Members or to any particular Member or Class of Members:
  - (i) revoking or postponing Fees;
  - (ii) extending the time for payment of Fees;
  - (iii) allowing for payment of Fees by instalments or with discount; or
  - (iv) stipulating the amount, the time, the method and the place of payment of Fees.

### 3.2 Interest

- (a) A Member must pay to the Organisation:
  - (i) interest at the rate prescribed in the By-laws on any Fees which are not paid on, or before, the time appointed for payment, from the time appointed for payment to the time of the actual payment; and
  - (ii) expenses incurred by the Organisation, including legal and internal administration expenses, because of the failure to pay, or late payment of, that amount.
- (b) The Organisation may waive payment of all or any part of an amount payable under Article 3.2(a).

## 4 Proceedings of Members

### 4.1 Who can call meetings of Members

- (a) Subject to the Act, the Board may call a meeting of Members at a time and place as the Board resolves in accordance with Part 2G.2 of the Act.

- (b) The Board must call and arrange to hold a general meeting on the request of Members made in accordance with the Act.
- (c) The Members may call and arrange to hold a general meeting in accordance with Part 2G.2 of the Act.
- (d) Division 4 of Part 2G.2 of the Act also applies to the Organisation.

### 4.2 Annual General Meeting

- (a) The Organisation must hold an AGM as required by, and in accordance with, the Act.
- (b) The business of an AGM may include any of the following, even if not referred to in the notice of the meeting:
  - (i) the consideration of the annual financial report, the Directors' report and the auditor's report for the Organisation;
  - (ii) the appointment of the auditor of the Organisation upon terms recommended by the Board; and
  - (iii) the election of Directors.

### 4.3 How to call meetings of Members

- (a) The Organisation must give not less than the Prescribed Notice of a meeting of Members.
- (b) Notice of a meeting of Members must be given to each Member, each Director, the Company Secretary and any auditor of the Organisation in the manner set out in Article 13.
- (c) Subject to Article 4.11(h), a notice of a meeting of Members 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 will be used to facilitate this);
  - (ii) state the general nature of the business of the meeting; and
  - (iii) set out or include any other information or documents specified by the Act.
- (d) Subject to the Act, anything done (including the passing of a resolution) at a meeting of Members is not invalid merely because a person does not receive notice of the meeting or the Organisation inadvertently does not give notice of the meeting to a person or there may be a non-material irregularity in the calling of the meeting or the notice of the meeting.

### 4.4 Right to attend, speak and vote at Member meetings

- (a) Subject to Article 4.8 and any limitation on the rights attaching to Membership of any Class of Member, each Member, the Directors, the Company Secretary and any auditor of the Organisation (on any part of the affairs of the Organisation that concerns the auditor in his/her capacity as auditor) is entitled to attend and speak at any meeting of Members.
- (b) Subject to Article 4.8 and any limitation on the rights attaching to Membership of any Class of Members, each Member, is entitled to vote at any meeting of Members.

### 4.5 Meeting at more than one place

- (a) A meeting of Members may be held in two or more places linked together by any technology that:
  - (i) gives the Members as a whole in those places a reasonable opportunity to participate in proceedings;
  - (ii) enables the chair of the meeting to be aware of proceedings in each place; and
  - (iii) enables the Members in each place to vote on a show of hands and on a poll.

- (b) If a meeting of Members is held in two or more places under Article 4.5(a):
  - (i) a Member present at one of the places is taken to be present at the meeting; and
  - (ii) the chair of that meeting may determine at which place the meeting is taken to have been held.

#### 4.6 Quorum

- (a) Subject to Article 4.6(e), a quorum for a meeting of Members or any Class of Members is that number of Members entitled to vote at that meeting as specified in Item 1 of Schedule 2.
- (b) In determining whether a quorum for a meeting of Members is present:
  - (i) where a person is present as a Member entitled to vote at the Meeting and as a proxy or attorney of another Member entitled to vote at the Meeting, that person is counted separately for each appointment provided that there is at least four other Members entitled to vote at the meeting present; and
  - (ii) where a person is present as a proxy or attorney for more than one Member each of whom is entitled to vote at the meeting, that person is counted separately for each appointment provided that there is at least four other Members entitled to vote at the meeting present.
- (c) A quorum for a meeting of Members must be present at the commencement of the meeting. If a quorum is present at the commencement of a meeting of Members, it is taken to be present throughout the meeting unless the chair of the meeting otherwise determines.
- (d) If a quorum is not present within 30 minutes after the time appointed for a meeting of Members:
  - (i) if the meeting was called under Article 4.1(b) or Article 4.1(c), the meeting is dissolved; and
  - (ii) for any other meeting, the meeting is adjourned to the date, time and place as the meeting chair may appoint, or failing any such appointment, to the same day in the next week at the same time and place as the meeting adjourned.
- (e) If a quorum is not present within 30 minutes after the time appointed for an adjourned meeting of Members:
  - (i) if there are not less than 50% of the number of Members present as represent a quorum under Item 1 of Schedule 2, then they shall constitute a quorum; and
  - (ii) otherwise, the meeting is dissolved.

#### 4.7 Chair

- (a) The Chair must (if present within 15 minutes after the time appointed for the holding of the meeting and willing to act) chair each meeting of Members.
- (b) If at a meeting of Members:
  - (i) there is no Chair;
  - (ii) the Chair is not present within 15 minutes after the time appointed for the holding of a meeting of Members; or
  - (iii) the Chair is present within that time but is not willing or able to chair all or part of that meeting,
 then the Deputy Chair, or in default of the Deputy Chair, another Board member, or a Member, elected by majority vote of Board members present will chair all or part of the meeting of Members.
- (c) Subject to Article 4.7(a), if at a meeting of Members:
  - (i) a chair of that meeting has not been elected by the Board members under Article 4.7(b); or

- (ii) the chair elected by the Board members is not willing or able to chair all or part of a meeting of Members,

then the Members present must elect a Member, present and willing to act, to chair that meeting.

#### 4.8 General conduct of meetings

- (a) Subject to the Act and any relevant provisions in the By-laws, the chair of a meeting of Members is responsible for the general conduct of that meeting and for the procedures to be adopted at that meeting and rulings by the chair on such matters made in good faith shall be prima facie binding on the meeting and its Members.
- (b) The chair of a meeting of Members must give those entitled to attend and speak at such meetings a reasonable opportunity to ask questions and make comments at the meeting (including the auditor (if any)).
- (c) The chair of a meeting of Members may delegate any power conferred by this Article 4.8 to any person.
- (d) The powers conferred on the chair of a meeting of Members under this Article 4.8 do not limit any powers conferred at law upon a chair of a meeting.

#### 4.9 Resolutions of Members

- (a) Subject to the Act and other than for Special Resolutions, a resolution of Members is passed if more votes are cast in favour of the resolution by Members entitled to vote on the resolution than are cast against the resolution.
- (b) Unless a poll is requested in accordance with Article 4.10, a resolution put to the vote at a meeting of Members is to be decided on a show of hands.
- (c) A declaration by the chair of a meeting of Members that a resolution has been passed on a show of hands, passed by a particular majority, or not passed, and an entry to that effect in the minutes of the meeting, is sufficient evidence of that fact, unless proved incorrect.

#### 4.10 Polls

- (a) A poll may be demanded on any resolution at a meeting of Members except:
  - (i) the election of a chair of that meeting; or
  - (ii) the adjournment of that meeting.
- (b) A poll on a resolution at a meeting of Members may be demanded by:
  - (i) at least five Members present and entitled to vote on that resolution; or
  - (ii) the chair of that meeting.
- (c) A poll on a resolution at a meeting of Members may be demanded:
  - (i) before a vote on that resolution is taken; or
  - (ii) before, or immediately after, the result of the vote on that resolution on a show of hands is declared.
- (d) A demand for a poll may be withdrawn.
- (e) A poll demanded on a resolution at a meeting of Members must be taken in the manner and at the time and place the chair directs.
- (f) The result of a poll demanded and taken on a resolution of a meeting of Members is a resolution of that meeting.
- (g) A demand for a poll on a resolution of a meeting of Members does not prevent the continuance of that meeting or that meeting dealing with any other business pending the taking of the poll or the declaration of the result of the poll.

#### 4.11 Adjourned, cancelled and postponed meetings

- (a) Subject to the Act, the chair of a meeting of Members:
  - (i) may; and

- (ii) must, if the Members present with a majority of votes that may be cast at that meeting agree or direct the chair to do so,  
adjourn a meeting of Members to any day, time and place.
- (b) No person other than the chair of a meeting of Members may adjourn that meeting.
- (c) Notice of an adjourned meeting is only required if the period of adjournment exceeds the Prescribed Period.
- (d) Only business left unfinished is to be transacted at a meeting of Members resumed after an adjournment.
- (e) Subject to the Act and this Article 4.11, the Board may at any time postpone or cancel a meeting of Members by giving notice, not less than 3 Business Days before the time at which the meeting was to be held, to each person to whom the notice of the meeting was required to be given.
- (f) A general meeting called under Article 4.1(b) must not be cancelled by the Board without the consent of the Members who requested the meeting.
- (g) A general meeting called under Article 4.1(c) must not be cancelled or postponed by the Board without the consent of the Members who called the meeting.
- (h) A notice adjourning or postponing a meeting of Members must set out the place, date and time for the revised meeting (and if the revised meeting is to be held in two or more places, the technology that will be used to facilitate this).

#### 4.12 Number of votes

- (a) Subject to this Constitution and any rights or restrictions attached to a Class of Membership as prescribed in the By-laws, on a show of hands at a meeting of Members, every Member present has one vote, and on a poll at a meeting of Members, every Member present in person or by proxy has one vote.
- (b) In the case of an equality of votes on a resolution at a meeting of Members, the chair of that meeting has a casting vote on that resolution both on a show of hands and on a poll, in addition to any vote the chair of the meeting has in respect of that resolution.
- (c) A Member present at a meeting of Members is not entitled to vote on any resolution, whether in person or by proxy or attorney, while that Member is the subject of suspension under Article 2.6 or their Member rights are under suspension under Articles 2.9.
- (d) A Member is not entitled to vote, whether in person or by proxy or attorney, on a resolution at a meeting where that Member's vote is prohibited by the Act or an order of a court of competent jurisdiction.
- (e) The Organisation must disregard any vote on a resolution purported to be cast by a Member present at a meeting of Member where that person is not entitled to vote on that resolution, including by reason of Article 4.12(c) or (d).
- (f) The authority of a proxy or attorney for a Member to speak or vote at a meeting of Members is suspended while the Member who appointed the proxy or attorney is present in person at that meeting.

#### 4.13 Objections to qualification to vote

- (a) An objection to the qualification of any person to vote at a meeting of Members may only be made:
  - (i) before that meeting, to the Board; or
  - (ii) at that meeting (or any resumed meeting if that meeting is adjourned), to the chair of that meeting.
- (b) Any objection under Article 4.13(a) must be decided by the Board or the chair of the meeting of Members (as the case may be), whose decision, made in good faith, is final and conclusive.

#### 4.14 Proxies and powers of attorney

- (a) A Member, who is entitled to attend and cast a vote at a meeting of Members, may vote on a show of hands and on a poll:
  - (i) in person;
  - (ii) by not more than one proxy; or
  - (iii) by not more than one power of attorney.
- (b) A proxy or attorney of a Member must be a Member.
- (c) A Member may appoint a proxy or power of attorney for:
  - (i) all meetings of Members; or
  - (ii) any one or more specified meetings of Members.
- (d) An instrument appointing a proxy is valid if it is signed by the Member making the appointment and contains:
  - (i) the name and address of that Member;
  - (ii) the name of the Organisation;
  - (iii) the name of the proxy or the name of the office held by the proxy; and
  - (iv) the meeting(s) of Members at which the proxy may be used.
- (e) The chair of a meeting of Members may determine that an instrument appointing a proxy is valid even if it contains only some of the information specified in Article 4.14(d).
- (f) An instrument appointing a proxy or a power of attorney must be substantially in a form as may be prescribed in the By-laws or such other form as the chair of the meeting may accept from time to time.
- (g) Subject to the Act, the decision of the chair of a meeting of Members made in good faith as to the validity of an instrument appointing a proxy or power of attorney is final and conclusive.
- (h) Unless otherwise provided in the Act or in the appointment, a proxy or power of attorney may:
  - (i) agree to a meeting of Members being called by shorter notice than is required by the Act or this Constitution;
  - (ii) agree to a resolution being either or both proposed and passed at a meeting of Members of which notice of less than the Prescribed Period is given;
  - (iii) speak on any resolution at a meeting of Members on which the proxy or power of attorney may vote;
  - (iv) vote at a meeting of Members (but only to the extent allowed by the appointment) on any resolution with respect to which the appointing Member may vote;
  - (v) demand or join in demanding a poll on any resolution at a meeting of Members on which the proxy or power of attorney may vote; and
  - (vi) attend and vote at any meeting of Members (at which the appointing Member may attend and vote) which is rescheduled or adjourned.
- (i) Unless otherwise provided in the Act or in the appointment, a proxy or power of attorney may vote on:
  - (i) any amendment to a resolution on which the proxy or power of attorney may vote;
  - (ii) any motion not to put that resolution or any similar motion; and
  - (iii) any procedural motion relating to that resolution, including a motion to elect the chair of a meeting of Members, vacate the chair or adjourn that meeting,
 to the extent to which the appointing Member would be entitled to vote, even if the appointment does or does not direct the proxy or power of attorney how to vote on that resolution.

- (j) A proxy or an attorney for a Member cannot vote on a show of hands if they hold two or more appointments of proxy or power of attorney that specify different ways of voting.
- (k) With a notice of meeting of Members, the Organisation must send a form of proxy to Members in respect of that meeting of Members. The form of proxy is to be compliant with that prescribed in the By-laws and it must only provide for the Member:
  - (i) to appoint a proxy of the Member's choice, but may specify who is to be appointed as proxy if the Member does not choose; and
  - (ii) to vote for or against each resolution, and may also provide for the Member to abstain from voting on one or more resolutions.
- (l) If the name of the proxy or the name of the office of the proxy in a proxy form of a Member is not filled in, the proxy of that Member is:
  - (i) the person specified by the Organisation in the form of proxy in the case that the Member does not specify another person; or
  - (ii) if no person is so specified, the chair of that meeting.
- (m) A Member entitled to vote at a meeting of Members may specify the manner in which their proxy or attorney is to vote on a particular resolution at a meeting of Members but, unless specified, the proxy or attorney may vote as he or she thinks fit.
- (n) Subject to Article 4.14(j) and the provisions of this Article 4.14 generally, a proxy or power of attorney:
  - (i) does not need to vote, unless the appointment specifies the way they must vote;
  - (ii) if the way they must vote is specified, they must vote in that way; and
  - (iii) if the proxy or attorney is also a Member, or holds proxy or attorney for more than one Member, may cast the votes held on a poll or ballot in different ways.
- (o) An appointment of proxy or power of attorney for a meeting of Members is effective only if the Organisation receives the appointment (and any authority under which the appointment was signed or a certified copy of the authority) not less than 48 hours before the time scheduled for commencement of that meeting (or any adjournment of that meeting).
- (p) Unless the Organisation has received notice in writing before the time scheduled for the commencement or resumption of a meeting of Members, a vote cast at that meeting by a person appointed by a Member as a proxy or power of attorney is, subject to this Constitution, valid even if, before the person votes, the appointing Member:
  - (i) dies; or
  - (ii) is mentally incapacitated; or
  - (iii) revokes the appointment of that person; or
  - (iv) revokes the authority under which the person was appointed by a third party.

## 5 Directors

### 5.1 Number and Qualification of Directors

- (a) The Organisation must have not less than nor more than:
  - (i) the number of Directors in aggregate specified in Item 2(a) of Schedule 2;
  - (ii) the number of Member Elected Directors specified in item 2(b) of Schedule 2; and
  - (iii) the number of Cricket Appointed Directors specified in item 2(d) of Schedule 2,

and may have up to the number of Board Appointed Directors specified in item 2(c) of Schedule 2.

- (b) If the number of Directors or any class of Directors is below the number fixed by this Constitution the Board must promptly act and in a timely manner do all things reasonably within its power and ability, having regard to the provisions of this Constitution, to ensure the Organisation has the number of Directors for each class of Director required by this Article.
- (c) A Director must be a Member who is not disqualified from being a director of a corporation registered under the Act and who is entitled to unrestricted voting rights of a Member at an AGM.

### 5.2 Cricket Appointed Directors

- (a) Subject to Article 5.1(c), Cricket Appointed Directors may be appointed as follows:
  - (i) 1 Cricket Appointed Director may be appointed by WADCC; and
  - (ii) 1 Cricket Appointed Director may be appointed by resolution of SGDC,
 and of which notice of such appointment has been given to the Organisation under Article 13. A Cricket Appointed Director appointed in the terms of this Article may also be removed from their appointment as a Director by WADCC (in the case of a Cricket Appointed Director appointed under Article 5.2(a)(i)) or by SGDC (in the case of a Cricket Appointed Director appointed under Article 5.2(a)(ii)) notice of which removal has been notified to the Organisation under Article 13.
- (b) A Cricket Appointed Director will be appointed for a term commencing on the date of appointment in accordance with this Article 5.2 and ending on the earlier of the date of retirement or removal determined in accordance with Article 5.5(b) or 5.2(a).
- (c) A Cricket Appointed Director will be taken to have been appointed on the later of the date of receipt (or deemed receipt) by the Organisation of the notice of appointment mentioned in Article 5.2(a), and the effective date of appointment as specified in such a notice of appointment.
- (d) If a Cricket Appointed Director vacates or is removed from office for any reason, then the appointing body of that Cricket Appointed Director will promptly act to replace that Cricket Appointed Director in the terms of Article 5.2(a).

### 5.3 Appointment of Member Elected Directors by Members

- (a) Subject to Article 5.5(c), Member Elected Directors may be elected at general meetings of Members and are usually elected at the AGM of the Organisation.
- (b) A Member entitled to vote at a general meeting of Members may nominate a Member who is eligible under Article 5.1(c) to be a Member Elected Director.
- (c) The By-laws may prescribe the form and procedure to be followed with respect to:
  - (i) the nomination of a Member Elected Director;
  - (ii) the manner of presentation to the Members in general meeting of any such nomination for consideration by that meeting; and
  - (iii) the manner in which voting for Member Elected Directors will occur at the general meeting of Members, subject nevertheless to the Act.
- (d) Subject to Article 5.5(c) a Member Elected Director will be appointed for a term commencing on the date of the general meeting at which they were elected and ending on the date determined in accordance with Article 5.5(a), unless the Director is removed earlier in accordance with the Act or under Article 5.7(b).

## 5.4 Appointment of Board Appointed Directors

- (a) The Board may resolve to appoint Board Appointed Directors from time to time and also may resolve to remove a Board Appointed Director.
- (b) A Board Appointed Director will be appointed for a term commencing on the date of appointment in accordance with this Article 5.4 and ending on the earlier of the date of retirement or removal as determined in accordance with Article 5.5(b) or 5.4(a).
- (c) A Board Appointed Director appointed at a meeting of the Board will be taken to have been appointed on the date of that meeting or such later date as shall be the resolve of that meeting of the Board.
- (d) If a Board Appointed Director vacates or is removed from office for any reason, the Board may act to replace that Board Appointed Director in the terms of Article 5.4(a).

## 5.5 Retirement and re-appointment of Directors

- (a) Member Elected Director  
Subject to this Article and to Schedule 3 (Transitional Provisions), a Member Elected Director must retire at the third AGM after the date of their election by the Members.
- (b) Board Appointed Director and Cricket Appointed Director.  
Subject to this Article and to Schedule 3 (Transitional Provisions), a Board Appointed Director and a Cricket Appointed Director must retire by at least the closure of the next meeting of the Board following the third anniversary of their appointment.
- (c) Casual Appointments (Member Elected Directors)  
Subject to this Article, if a Member Elected Director vacates or is removed from office for any reason, then the Board may resolve to appoint another person as a Member Elected Director in the place of that Member Elected Director who is no longer continuing in office so as to ensure compliance with Article 5.1(b) PROVIDED THAT the term of that appointment will only be until the next AGM following the appointment, at which AGM the appointee must retire from office.
- (d) Subject to Article 5.6, a Director (including a Member Elected Director appointed under Article 5.5(c)) will be eligible for re-appointment (as applicable) at the expiration of their term of office.

## 5.6 Maximum term for a Director

- (a) Subject only to Articles 5.6(b) and Item 4 of Schedule 2, no Director may serve as a Director for more than the number of years in total specified in Item 3 of Schedule 2.
- (b) In the case of a person appointed to fill a casual vacancy on the Board as a Member Elected Director under Article 5.5(c) the period between the appointment of that person as a Director and the next AGM following that appointment, will not be counted as a Term or part of a Term and will not be included in determining whether a Director has served as a Director for the purposes of Article 5.6(a) or, in the case of the Chair for the purposes of Article 6.3(c).
- (c) For the purposes of this Article, any prior period of office served by a Director will not be counted towards the Director's maximum term of office if at least a continuous period of 3 years has elapsed during which the person was not a Director.

## 5.7 Vacation of office of Director

- (a) A Director may resign from office by giving the Organisation notice in writing.
- (b) Subject to the Act and Article 5.7(c), the Members in general meeting, by ordinary resolution, at any time may remove any Director from office.

- (c) A Director automatically ceases to be a Director if the Act so provides or if that Director:
  - (i) dies;
  - (ii) becomes of unsound mind or a person whose property is liable to be dealt with under a law relating to mental health;
  - (iii) is absent without the consent of the Board from all meetings of the Board held during a period of 3 months and the other Directors resolve that his or her office be vacated;
  - (iv) resigns or is removed from office under this Constitution;
  - (v) becomes ineligible to be a Director either under this Constitution, the By-laws or at law;
  - (vi) becomes an undischarged bankrupt;
  - (vii) ceases to be a Member.

## 5.8 No Alternate Directors

A Director may not appoint a person as his or her alternate Director.

## 5.9 Payment to Directors prohibited

- (a) Subject to Article 5.9(b), the Organisation must not pay any fees to a Director for performing his or her duties and responsibilities as a Director unless the Members in general meeting have approved the payment or the Members in general meeting have approved payment of fees to Directors, at the discretion of the Board, with a maximum annual pool or cap amount for all Directors in any one year, and the payment is within that annual pool or cap amount.
- (b) A payment of the kind referred to in Article 1.5(b) may be made to a Director if that payment has been approved by the Board.

## 5.10 Skills, experience and attributes of Directors

- (a) General skills, experience and attributes  
When Members are nominating Member Elected Directors, when the Members are electing Member Elected Directors, when the Board is making casual appointees under Article 5.5(c) or appointing Board Appointed Directors and when WADCC or SGDC are appointing Cricket Nominated Directors, they are encouraged to have regard to the skills, experience and attributes of the Board as a whole, and those skills, experience and attributes that are best likely to lead the Organisation in the pursuit of its strategies and objects and to assure the proper governance oversight of management. Without limitation or prescription, those skills, experience and attributes of the Board as a whole to which Members and the Board should have regard include:
  - (i) relevant business, professional, financial and governance experience, skills and acumen;
  - (ii) an understanding of and empathy with relevant stakeholder interests of the Organisation including without limitation being currently active and engaged (whether in a playing, administration or other capacity) within country, premier and/or community cricket;
  - (iii) an understanding of the game and business of cricket;
  - (iv) experience in the governance and management of sporting or community based organisations; and
  - (v) diversity of experience and perspective.
- (b) Board Skills Matrix (or similar)  
From time to time the Board (including via a Board committee with delegated authority for this purpose) should determine, in its judgement, and communicate to the Members, at or around the time when nominations for Member Elected Directors are open:

- (i) the desired suite of skills, experience and attributes that the Board (as a whole) desirably should have to meet the Organisation's strategic objectives and needs (including by way of guidance only, to those listed in (a) above);
  - (ii) any "gap" in the desired skills, experience and attributes of the existing and continuing Directors so as to assist Members in identifying prospective nominees, and to assist Members in the exercise of their voting for Member Elected Directors.
- (c) Background Information on proposed Member Elected Directors, Board Appointed Directors and Cricket Appointed Directors.
- (i) Any proposed nominee for the election or appointment as a Director must provide background career and personal information as to their skills, experience and attributes to the Board (including via a Board committee with delegated authority for that purpose) as provided for in the By-laws.
  - (ii) With respect to prospective Member Elected Directors, this information, or following consultation with the nominee, a succinct summary of it, is to be provided by the Board (or its committee) to the Members, including at or about the time of election of Member Elected Directors so as to assist Members in the exercise of their voting for Member Elected Directors.

### 5.11 Consents and Undertakings

Each Director must sign, complete and deliver to the Organisation such forms of consent, contact information and undertakings to observe and comply with the Act, the Constitution and the By-laws, as may be prescribed in the By-laws, as a precondition to their taking office as a Director.

## 6 Officers and Officeholders

### 6.1 Patron-in-Chief

- (a) On recommendation of a resolution of the Board and by resolution of the Members in general meeting, the Organisation may from time to time invite a suitably credentialed dignitary to accept the position of "Patron-in-Chief" of the Organisation.
- (b) Upon the issue of such an invitation and its acceptance, the dignitary shall become the "Patron-in-Chief" of the Organisation.
- (c) The Patron-in-Chief shall hold office until the earlier of:
  - (i) the Patron-in-Chief giving written notice to the Organisation resigning from the office;
  - (ii) the Board resolving by Absolute Special Majority to remove the Patron-in-Chief from office.
- (d) The role and responsibilities of the Patron-in-Chief will be of a ceremonial nature as may be prescribed in the By-laws.

### 6.2 Patron(s)

- (a) On recommendation of a resolution of the Board and by resolution of the Members in general meeting, the Organisation may from time to time invite up to 3 eminent leaders of the game of cricket in Western Australia to accept a position as a "Patron" of the Organisation.
- (b) Upon issue of such invitation and its acceptance, the relevant person shall become a "Patron" of the Organisation.
- (c) A Patron shall hold office until the earlier of:
  - (i) the next AGM of the Organisation following the 5th anniversary of their appointment as a Patron;

- (ii) a Patron giving written notice to the Organisation resigning from the office of a Patron; and
  - (iii) the Board resolving by Absolute Special Majority to remove that Patron from office.
- (d) A Patron retiring from office under Article 6.2(c)(i) is eligible for re-appointment to office as a Patron.
- (e) The role and responsibilities of a Patron will be of a ceremonial and promotional nature as may be prescribed in the By-laws.

### 6.3 Chair and Deputy Chair

- (a) Subject to this Article 6.3, the Board shall:
- (i) elect a Director as Chair of the Board for a term of three years (or such shorter period determined by the Board), or until the relevant person ceases to be a Director; and
  - (ii) elect a Director as Deputy Chair, for a term of three years (or such shorter period determined by the Board) or until the relevant person ceases to be Director.
- (b) The Board may remove:
- (i) the Chair as chair of the Board, and/or
  - (ii) the Deputy Chair as deputy chair of the Board,
- by Board resolution at any time.
- (c) A Director must not be elected as the Chair for more than the number of years in total specified in Item 4(a) of Schedule 2 and must not be elected as the Chair if the term of appointment as Chair would result in the Director serving on the Board (whether as a Director or the Chair) for more than the number of years in total specified in Item 4(b) of Schedule 2 (or such longer period where Article 5.6(b) applies).
- (d) The Chair must (if present within 15 minutes after the time appointed for the holding of the meeting and willing to act) chair each meeting of the Board.
- (e) If:
- (i) there is no Chair; or
  - (ii) the Chair is not present within 15 minutes after the time appointed for the holding of a meeting of the Board; or
  - (iii) the Chair is present within that time but is not willing or able to chair all or part of that meeting,
- then the Deputy Chair, or in default of the Deputy Chair, one of the Directors present elected by those present, will chair the meeting.

### 6.4 Chief Executive Officer

- (a) The Board may appoint a person as the CEO.
- (b) Subject to any agreement between the Organisation and the CEO, the Board may remove or dismiss or suspend the CEO at any time, with or without cause.
- (c) The Directors may delegate such of their powers (including the power to delegate) to the CEO as provided in Article 7.3.
- (d) Subject to any agreement between the Organisation and the CEO the Board may:
  - (i) revoke or vary the appointment of the CEO;
  - (ii) revoke or vary any power delegated to the CEO; and/or
  - (iii) suspend the appointment of the CEO or suspend the delegation of powers to the CEO for such period and on such terms as the Board may determine in good faith.
- (e) The CEO must exercise the powers delegated to him or her in accordance with any lawful directions of the Board.

- (f) The exercise of a delegated power by the CEO is as effective as if the Board exercised the power.
- (g) The CEO is not a Director and has no inherent power or right to attend, speak or vote at meetings of the Board, however by standing or other invitation of the Chair, the CEO may and is expected to attend and speak at meetings of the Board, other than when the Board may be meeting in "closed session" without executives and/or management present.
- (h) The CEO is not entitled to hold office as a Director.

## 6.5 Secretary(s)

- (a) The Organisation must have at least one Secretary as required by the Act.
- (b) A Secretary or up to 2 Secretaries for the Organisation may be appointed by the Board for any period and on any terms (including as to remuneration) as the Board resolve.
- (c) Subject to any agreement between the Organisation and a Secretary, the Board may remove or dismiss a Secretary at any time, with or without cause, and may revoke or vary the appointment of a Secretary.
- (d) The Board will determine the role, duties and responsibilities of a Secretary and to whom a Secretary will account, including as may be provided for in the By-laws.

## 6.6 Indemnity and insurance

- (a) To the extent permitted by law, the Organisation must indemnify each Relevant Officer against:
  - (i) a Liability of that person; and
  - (ii) Legal Costs of that person.
- (b) To the extent permitted by the law, the Organisation may make a payment (whether by way of advance, loan or otherwise) to a Relevant Officer in respect of Legal Costs of that person.
- (c) To the extent permitted by the law, the Organisation may pay, or agree to pay, a premium for a contract insuring a Relevant Officer against:
  - (i) a Liability of that person; and
  - (ii) Legal Costs of that person.
- (d) To the extent permitted by law, the Organisation may enter into an agreement or deed with:
  - (i) a Relevant Officer; or
  - (ii) a person who is, or has been, an officer of the Organisation or a related body corporate of the Organisation,
 under which the Organisation must do all or any of the following:
  - (iii) keep books of the Organisation and allow that officer, and his or her advisers, access to those books on the terms agreed;
  - (iv) indemnify that officer against any Liability of that officer;
  - (v) make a payment (whether by way of advance, loan or otherwise) to that officer in respect of Legal Costs of that officer; and
  - (vi) keep that officer insured in respect of any act or omission by that officer, while a Relevant Officer or an officer of the Organisation or a related body corporate of the Organisation, on the terms agreed (including as to payment of all or part of the premium for a contract of insurance).

# 7 Powers of the Organisation and Board

## 7.1 General powers

- (a) Subject to this Constitution, the Organisation 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 the objects and strategic focus of the Organisation.
- (b) The Board is responsible for the sound governance of the Organisation.
- (c) Subject to this Constitution, the business of the Organisation is to be managed by, or under the direction of, the Board, and the Board may exercise all the powers of the Organisation except any powers that the Act or this Constitution requires the Organisation to exercise in General Meeting or only with the approval of Members in General Meeting.
- (d) Other than with the approval of Members in General Meeting, the Board shall not:
  - (i) sell or dispose of any land of the Organisation;
  - (ii) purchase or acquire any land for the Organisation;
  - (iii) mortgage, charge, pledge or encumber by way of security by any means whatsoever or howsoever any land or other assets or income of the Organisation; or
  - (iv) "deal with the WACA Ground", within the meaning and context of Article 1.4(a)(iii) of this Constitution, if to do so would prejudice the WACA Ground as a premier venue for hosting games of cricket;

PROVIDED FURTHER THAT should the Board propose to do any matter or thing requiring the approval of Members in General Meeting in the terms of this Article 7.1(d) then the Board must provide to the Members sufficient relevant information concerning the proposed matter to enable the Members to make a reasonably informed decision as to the proposed matter.

## 7.2 Execution of Documents

- (a) If the Organisation has a common seal:
  - (i) the Organisation may execute a document if that seal is fixed to the document and the fixing of that seal is countersigned by:
    - (A) two Directors; or
    - (B) a Director and a Secretary; or
    - (C) a Director and another person appointed by the Board for that purpose.
  - (ii) particulars of the use of the common seal (including the reasons for its use, its counter-signatories and the date of its use) will be promptly recorded in the Organisation's corporate secretarial records.
- (b) The Organisation may execute a document without a common seal if the document is signed by:
  - (i) two Directors; or
  - (ii) a Director and a Secretary; or
  - (iii) a Director and another person appointed by the Board for that purpose.
- (c) The Board may resolve, generally or in a particular case:
  - (i) that any signature on certificates or cards for Membership, or other common use documents approved of by the Board, may be affixed by mechanical, electronic or other means;
  - (ii) to delegate the power to execute documents on behalf of the Organisation to officers of the Organisation;

- (iii) to grant and execute power(s) of attorney to execute documents and to do such things on behalf of and in the name of the Organisation to such person or persons, as the Board may determine.
- (d) Negotiable instruments may be signed, drawn, accepted, endorsed or otherwise executed by or on behalf of the Organisation in the manner, and by the persons, as the Board determines resolves.

### 7.3 Committees and delegates

- (a) The Board may delegate any of its powers (including this power to delegate) to a committee of the Board, the CEO, an employee of the Organisation or a Member.
- (b) The Board may revoke or vary any power delegated under Article 7.3(a).
- (c) A committee or delegate must exercise the powers delegated in accordance with any directions of the Board.
- (d) The proper exercise of a delegated power by the committee or delegate is as effective as if the Board exercised the power itself.
- (e) Any delegation of the Board of any of its powers must be recorded in the Board's minute book.

### 7.4 Attorney or agent

- (a) The Board may appoint any person to be attorney or agent of the Organisation for any purpose, for any period and on any terms (including as to remuneration) as the Board resolves.
- (b) The Board may delegate any of their powers (including the power to delegate) to an attorney or agent.
- (c) The Board may revoke or vary:
  - (i) an appointment under Article 7.4(a); or
  - (ii) any power delegated to an attorney or agent.

### 7.5 Affiliated Organisations

- (a) The Board may by Absolute Special Majority resolve to declare organisations relevant to the game of cricket to be afforded the status of Affiliated Organisations.
- (b) The Members by resolution in General Meeting, and on the recommendation of the Board by resolution passed by an Absolute Special Majority, may determine that an Affiliated Organisation no longer holds status as an Affiliated Organisation.
- (c) An Affiliated Organisation may at any time by notice in writing to the Organisation declare that it no longer holds status as an Affiliated Organisation.
- (d) The Organisation may enter into agreements from time to time with Affiliated Organisations including, and without limitation, with respect to support concerning:
  - (i) funding;
  - (ii) logistics, support;
  - (iii) training;
  - (iv) equipment and facilities;
  - (v) services;
  - (vi) co-operative arrangements;
  - (vii) governance and policies;
  - (viii) otherwise.
- (e) Any termination of status of an Affiliated Organisation under this article is without prejudice to any contractually accrued or accruing rights under an agreement entered into in the terms of (d) above.

### 7.6 Duties of Directors

The Directors must comply with their duties as directors under the law, including the duties imposed on directors and officers under the Act.

### 7.7 Conflicts of Interest

- (a) A Director must disclose the nature and extent of any actual or perceived material conflict or interest in a matter that is being considered at a meeting of the Board (or that is proposed in a circular resolution):
  - (i) to the other Directors;
  - (ii) if all of the Directors have the same conflict of interest, to the Members at the next meeting of Members, or at an earlier time if reasonable to do so.
- (b) The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting.
- (c) Each Director who has a material personal interest in a matter that is being considered at a meeting of the Board (or that is proposed in a circular resolution) must not, except as provided under Article 7.7(d):
  - (i) be present at the meeting while the matter is being deliberated; or
  - (ii) vote on the matter.
- (d) A Director may still be present and vote if:
  - (i) their interest arises because they are a Member of the Organisation, and the other Members have the same interest;
  - (ii) their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director of the Organisation;
  - (iii) their interest relates to a payment by the Organisation under an indemnity provided in accordance with Article 6.6 or any contract relating to an indemnity that is allowed under the Act;
  - (iv) the Australian Securities and Investments Commission makes an order allowing the Director to vote on the matter; or
  - (v) the Directors who do not have a material personal interest in the matter pass a resolution that:
    - (A) identifies the Director, the nature and extent of the Director's interest in the matter and how it relates to the affairs of the Organisation; and
    - (B) says that those Directors are satisfied that the interest should not stop the Director from voting or being present.

### 7.8 Cricket Australia

The Board and the Organisation must do all things reasonable necessary and desirable to seek to achieve the objects listed in Article 1.4(a)(ii).

## 8 Proceedings of Board

### 8.1 Written resolutions of the Directors

- (a) The Directors may pass a resolution, without a meeting of the Board being held, if a copy of the proposed resolution is sent to all Directors and not less than an Absolute Special Majority of Directors, entitled to vote on the resolution, assent to a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of documents referred to in Article 8.1(a) may be used for assenting to by Directors if the wording of the resolution and the statement is the same in each copy.
- (c) A Director may signify assent to a document under Article 8.1(a) by signing the document or by notifying the Organisation of that assent in a manner permitted by Article 13.3.

- (d) Where a Director signifies assent to a document under Article 8.1(c) other than by signing the document, the Director must, by way of confirmation, sign the document before, or at, the next Board meeting attended by that Director.
- (e) The resolution the subject of a document under this Article is not invalid if a Director does not comply with Article 8.1(d).

## 8.2 Meetings of the Board

- (a) The Directors may meet, adjourn and otherwise regulate their Board meetings as they think fit.
- (b) A meeting of the Board may be held, including remotely at more than one venue, using any technology consented to by all Directors.
- (c) The consent of the Directors under Article 8.2(b) may be for all meetings of the Board or for any one or more specified meetings and a Director may within a reasonable period before a meeting by written notice to the Organisation, withdraw a consent previously given.
- (d) If a meeting of the Directors is held in two or more places linked together by any technology:
  - (i) a Director present at one of the places is taken to be present at the meeting unless and until that Director states to the chair of the meeting that he or she is discontinuing participation in the meeting; and
  - (ii) the chair of that meeting may determine at which place the meeting will be taken to have been held.

## 8.3 Who can call meetings of the Board

- (a) The Chair, the Deputy Chair or any 2 other Directors jointly may call a meeting of the Board at any time.
- (b) On a request under Article 8.3(a), a Secretary (or another acting in the role of the Secretary) must call a meeting of the Board.

## 8.4 How to call meetings of the Board

- (a) Subject to Article 8.4(e), notice of a meeting of the Board must be given to each Director.
- (b) A notice of meeting of the Directors 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 will be used to facilitate this); and
  - (ii) state the general nature of the business of the meeting.
- (c) Subject to Article 8.4(e), not less than 24 hours' notice of a meeting of the Board must be given, unless an Absolute Special Majority of Directors agree otherwise.
- (d) A Director may waive notice of a meeting of the Board by notice in writing to the Organisation to that effect.
- (e) In the case of an emergency or other corporate urgency, a meeting may be called on short notice, without formal notice of meeting, at the behest of the Chair, the Deputy Chair or the CEO.

## 8.5 Quorum

- (a) Subject to the Act, a quorum for a meeting of the Board is a majority of the total number of Directors.
- (b) A quorum for a meeting of the Board must be present at all times during the meeting PROVIDED THAT a person who has declared a conflict of interest and has absented themselves (or abstained from deliberating and voting) on a matter before the meeting will still be counted as being present for the purposes of a quorum.

## 8.6 Resolutions of the Board

- (a) A resolution of the Board, other than a resolution requiring an Absolute Special Majority, is passed if more votes are cast in favour of the resolution than against it.
- (b) Subject to the Act and this Article 8.6, each Director has one vote on a matter arising at a meeting of the Board.
- (c) Subject to the Act, in case of an equality of votes on a resolution at a meeting of the Board, the chair of that meeting has a casting vote on that resolution in addition to any vote the chair of the meeting has in his or her capacity as a Director, except where there are only 2 Directors entitled to vote on the resolution.

# 9 Board and other Committees

## 9.1 Board may establish Committees

The Board may on its own resolution constitute committees of the Board to assist it in the performance of its responsibilities.

## 9.2 Terms of Reference and Governance

The terms of reference, governance arrangements, and meeting processes and accountability requirements of Board committees will be determined by the By-laws or by the Board at the time of establishment of the relevant committee.

## 9.3 Review

The Board may from time to time:

- (a) review and vary the matters referred to in Article 9.2; and
- (b) resolve to terminate the ongoing constitution of a Board committee.

## 9.4 SGDC

There shall be constituted by virtue of this Article and the terms of the Governance Charter incorporated as part of the By-laws (refer By-law 2.1 in Schedule 4), a committee to be known as the Statewide Game Development Committee whose terms of reference and membership shall be prescribed under the By-laws PROVIDED THAT membership of the Committee shall include an appointee from each Affiliated Organisation and other cricket related advisory committees of the organisation which are endorsed by the Board and which represent the interests of discrete sections of the cricketing community, with such appointees being the only voting members of the Committee, with power and authority for the Committee in the terms of Article 5.2 concerning Cricket Appointed Directors.

# 10 By-laws

## 10.1 By-laws

In addition to the provisions of this Constitution including Article 10.6 and Schedule 4, and subject to Article 10.3, By-laws may from time to time be prescribed to govern and/or regulate By-law Matters.

## 10.2 By-law Matters

By-law matters include:

- (a) any matter of a nature authorised by this Constitution to be capable of being the subject of a By-law;
- (b) any matter pertinent to:
  - (i) Membership;
  - (ii) Fees;
  - (iii) meetings of Members;
  - (iv) rights, responsibilities and conduct of Members;
  - (v) procedures concerning nomination, voting on and election of Member Elected Directors
  - (vi) governance and management of the Organisation;
  - (vii) policies, procedures, protocols and practices of the Organisation.

### 10.3 No conflict with Constitution

No By-law may conflict with a provision of this Constitution and if it does:

- (a) the By-law is either void or will be read down to the extent of such conflict; and
- (b) the provisions of this Constitution will prevail.

### 10.4 Making of By-laws

- (a) Other than as provided in Article 10.6, By-laws may be made, varied or revoked by resolution of the Board passed with not less than an Absolute Special Majority of the Board.
- (b) Other than as provided in Article 10.6, By-Laws, and any variation to or revocation of them, will become effective on the date so determined by the Board at the time of their making or in the absence of such a determination, 30 days after the Board resolution.
- (c) Within 7 days of the Board making, varying or revoking a By-Law, a copy of the By-Law (or its variation or revocation, as applicable) must be published on the Organisation's website in a reasonably prominent location to inform Members thereof with notice being given to all Members of the change that has been made.

### 10.5 Force and Effect of By-Laws

By-Laws will have contractual force and effect between Members inter se, between the Organisation and the Members, and between the Organisation and its officers, in the same manner as if the By-laws had constitutional force and effect in their own right.

### 10.6 Current By-Laws upon adoption of Constitution

The By-laws to apply from the Effective Date of adoption of this Constitution are set out or described in Schedule 4.

## 11 Records

### 11.1 Financial Year

The financial year of the Organisation ends on 30 June in each year.

### 11.2 Accounts

The Board, through the Secretary and the CEO, shall cause proper accounts, books and records to be kept, in accordance with accepted Australian accounting standards consistently applied for like bodies corporate to the Organisation and otherwise as may be required under the Act with respect to:

- (a) all sums of money received or expended by the Organisation and the matter in respect of which the receipt or expenditure takes place;
- (b) all financial transactions of the Organisation;
- (c) the assets and liabilities of the Organisation; and
- (d) the Organisation's operations.

### 11.3 Books, accounts and records

The accounts, books and records shall be kept at the office of the Organisation or such other place from time to time determined by the Board and are open to inspection by the Directors and must be retained in accordance with the Act.

### 11.4 Audit

The Board shall cause the accounts to be audited annually by the Auditor.

### 11.5 Minutes

- (a) The Organisation must, within one month, make and keep the following records:
  - (i) minutes of proceedings and resolutions of meetings of Members or Directors' meetings (including meetings of any committees);

- (ii) minutes of circular resolutions of Directors;
- (iii) a copy of a notice of each meeting of Members of Directors' meetings; and
- (iv) a copy of any members' statement distributed to members in accordance with Article 4.1(d).

- (b) The Directors must ensure that minutes of a meeting of Members or a Directors' meeting are signed within a reasonable time after the meeting by:

- (i) the chair of the meeting; or
- (ii) the chair of the next meeting.

- (c) Records of minutes of meetings of Members are open for inspection by Members.

## 12 Alterations to Constitution

No new Article or provision shall be added to this Constitution nor shall any of the Articles or provisions contained herein be amended, altered or rescinded unless:

- (a) a Special Resolution of Members in general meeting so to do is passed; and
- (b) the provisions of the Act and this Constitution are complied with.

## 13 Notices

### 13.1 Notice to Members

- (a) Subject to Article 13.1(b), the Organisation may give notice to a Member:
  - (i) by hand delivery;
  - (ii) by sending it by prepaid post to the address of the Member in the Register or the alternative address (if any) nominated by that Member;
  - (iii) by sending it to the fax number or electronic or digital address (if any) nominated by that Member; or
  - (iv) with an Absolute Special Majority of the Board, by advertisement in accordance with Article 13.1(c).
- (b) If the address of any Member in the Register is not within Australia (and its Territories) and that Member does not nominate an alternative address within Australia (and its Territories), unless otherwise specified by the Act, the Organisation may (in addition to any method of service specified in Article 13.1(a)) give a notice to that Member by:
  - (i) posting it on the Organisation's internet website (if any); or
  - (ii) advertisement in accordance with Article 13.1(c).
- (c) Any notice allowed to be given by the Organisation to Members by advertisement is sufficiently advertised if advertised:
  - (i) in a newspaper published on most days and generally circulating in Western Australia; or
  - (ii) in electronic form on an online media portal reasonably approved of by the Board and which is generally available and accessible to members of the public in Western Australia (even if a subscription fee is payable).

### 13.2 Notice to Directors

The Organisation may give notice to a Director:

- (a) by hand delivery;
- (b) by sending it by prepaid post to the usual residential address of that person or the alternative address (if any), including a post office box address, nominated by that person;
- (c) by sending it to the fax number or electronic or digital address (if any) nominated by that person; or

- (d) by any other means agreed between the Organisation and that person.

### 13.3 Notice to the Organisation

A person may give notice to the Organisation:

- (a) by leaving it at the registered office of the Organisation;
- (b) by sending it by prepaid post to the registered office of the Organisation;
- (c) by sending it to the fax number at the registered office of the Organisation;
- (d) by sending it to the electronic or digital address (if any) nominated by the Organisation for that purpose; or
- (e) by any other means permitted by the Act.

### 13.4 Time of service

- (a) A notice sent by prepaid post to an address within Australia is taken to be given:
  - (i) in the case of a notice of meeting, two Business Days after it is posted; or
  - (ii) in any other case, at the time at which the notice would be delivered in the ordinary course of post.
- (b) A notice sent by prepaid post to an address outside Australia is taken to be given:
  - (i) in the case of a notice of meeting, four Business Days after it is posted; or
  - (ii) in any other case, at the time at which the notice would be delivered in the ordinary course of post.
- (c) A notice sent by fax or electronic or digital means is taken to be given on the Business Day it is sent, provided that the sender's transmission report shows that the whole notice was sent to the correct fax number or electronic or digital address.
- (d) A notice posted on the Organisation's internet website or advertised in accordance with Article 13.1(c) is taken to be given on the date the notice is first published on the Organisation's website or the date on which it is first advertised in terms of Article 13.1(c) (as applicable).
- (e) The giving of a notice by prepaid post is sufficiently proved by evidence that the postage was paid and the notice:
  - (i) was addressed to the correct postal address of the recipient; and
  - (ii) was placed in the post.

### 13.5 Signatures

The Board may decide, generally or in a particular case, that a notice given by the Organisation be signed by mechanical, electronic or other means.

## 14 Winding up

### 14.1 Transfer of surplus

Subject to the Act and any other applicable laws or court orders, on a winding up of the Organisation, the Members must determine one or more companies, associations or institutions whose constitutions:

- (a) require them to pursue only objects similar to those in Article 1.4 and to apply their income in promoting those objects; and
- (b) prohibit them from making payments or distributions to their members to at least the same extent as in Article 1.5, to whom the liquidator must give or transfer any surplus assets or property on winding up in accordance with a distribution plan also determined by Members.

### 14.2 Application to Court

If the Members fail to make a determination under Article 14.1 within 20 Business Days of the winding up of the Organisation, the liquidator must make an application to the Court to make that determination.

## 15 Transitional Provisions

### 15.1 Transitional Arrangements

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

### 15.2 Transitional Provisions Paramount

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

### 15.3 Continuance of Transitional Provisions

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

# Schedule 1

## Definitions and interpretation

### 1. Definitions

In this Constitution:

**“Absolute Special Majority”** in the context of a Board resolution means a resolution passed by not less than 75% of the total number of Directors (excluding Directors who have declared a conflict of interest concerning the matter the subject of the proposed resolution and who as a consequence do not vote on the matter) holding office at the time of the resolution.

**“Act”** means the Corporations Act 2001 (Commonwealth).

**“AGM”** means the Annual General Meeting of Members.

**“Affiliated Organisation”** means an organisation (incorporated or unincorporated) involved in or associated with the administration, co-ordination and/or playing of cricket and which is determined by to be an Affiliated Organisation in the terms of Article 7.5 or is listed in Item 5 of Schedule 3 (Transitional Provisions) and which has not been determined to no longer have status as an Affiliated Organisation.

**“Applicable Form”** has the meaning ascribed to it in the By-laws.

**“Board”** means the Directors meeting from time to time as a board of directors of the Organisation.

**“Board Appointed Director”** means a Director appointed pursuant to Article 5.4.

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

**“By-Laws”** means by-laws of the Organisation in the terms of Article 10.

**“By-Law Matters”** means matters of the nature mentioned in Article 10.2 which may be the subject of a By-Law.

**“Cessation Event”** means, in respect of a Member:

- (a) the death or bankruptcy of that Member; or
- (b) that Member becoming of unsound mind or a person whose property is liable to be dealt with under a law relating to mental health.

**“Chair”** means a person elected as chair of the Board under Article 6.3.

**“CEO”** means the person appointed for the time being under Article 6.4, being an employee (whether full-time or part-time) of the Organisation or a related body corporate of the Organisation.

**“Class”** means a class of Membership as prescribed in the By-Laws.

**“Cricket Appointed Director”** means a Director appointed pursuant to Article 5.2;

**“Cricket Australia”** means the peak organisation for the promotion, development, control, co ordination and management of the sport of cricket in Australia, with Cricket Australia ABN 53 006 089 130 being acknowledged as that organisation;

**“Director”** means a director of the Organisation for the time being.

**“Effective Date”** has the meaning given in Schedule 3.

**“Expulsion Event”** means, in respect of a Member:

- (a) that Member has been convicted within the preceding 5 years in criminal proceedings brought in connection with a contravention of the law where the penalty for the offence may be incarceration for a period in excess of 12 months, but excluding any “spent conviction”;

- (b) that Member has failed to pay any Fees or other money owing to the Organisation and those Fees or other moneys remain outstanding for at least 40 Business Days after written notice of demand for payment has been issued to the Member; or

- (c) the Board determines that in its opinion exercised in good faith:

- (i) the conduct of that Member is unbecoming of a Member; or
- (ii) that the continued Membership of the Member may be prejudicial to the objects, interests or reputation of the Organisation; or
- (iii) the Member is in material or persistent breach of the By-laws or this Constitution.

**“Fees”** means a fee or levy payable by Members under Article 3.1.

**“Financial Year”** means 1 July in one year to 30 June (inclusive) in the next succeeding year, or such other period as may be prescribed in the By-Laws.

**“General Meeting”** means a general meeting of Members duly called and held in the terms of Article 4.1 and includes an AGM and an extraordinary general meeting;

**“Legal Costs”** for a person, means legal costs incurred by that person in defending an action for a Liability of that person.

**“Liability”** of a person, means a liability incurred by that person as an officer of the Organisation or a related body corporate of the Organisation.

**“Member”** means a natural person whose name is entered in the Register as a member of the Organisation and “Membership” has a corresponding meaning.

**“Membership Card”** means a card issued to a Member under Article 2.8.

**“Member Elected Director”** means a Director appointed pursuant to Article 5.3.

**“Organisation”** has the meaning in Article 1.2(a).

**“Prescribed Notice”** means the Prescribed Period of notice or any shorter period of notice for a meeting allowed under the Act.

**“Prescribed Period”** means 21 days.

**“Register”** means the register of Members kept under the Act.

**“Relevant Officer”** means a person who is, or has been, a Secretary, a Chief Executive Officer, a Director or another person who has held office in the Organisation and would be defined as an “officer” in the terms of the Act.

**“Secretary” “Secretary(s)” and “Secretaries”** means the company secretary and/or secretaries of the Organisation for the time being.

**“Special Resolution”** has the meaning ascribed to it in the Act.

**“SGDC”** means the standing committee of the Organisation constituted in the terms of Article 9.4.

**“Term”** means the term of office of each Director in accordance with these Articles.

**“Transitional Provisions”** means those provisions of this Constitution appearing in Schedule 3.

**“WACA Ground”** means the sporting complex and associated buildings at Nelson Crescent, East Perth, Western Australia being Lot 1507 on Deposited Plan 410829 and being the whole of the land in Certificate of Title Volume 2938 Folio 506.

**“WADCC”** means WA District Cricket Council Inc, as an Affiliated Organisation.

## 2. Interpretation

- (a) In this Constitution:
- (i) a reference to a meeting of Members includes a meeting of any class of Members;
  - (ii) a Member is taken to be present at a meeting of Members if the Member is present in person or by proxy, attorney or body corporate representative; and
  - (iii) a reference to a notice or document in writing includes a notice or document given by fax or other form of written communication.
- (b) In this Constitution, headings are for convenience only and do not affect interpretation.
- (c) Unless the context indicates a contrary intention, in this Constitution:
- (i) words importing the singular include the plural (and vice versa);
  - (ii) words indicating a gender include any other gender and any non specific gender affiliations;
  - (iii) the word "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
  - (iv) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
  - (v) the word "includes" in any form is not a word of limitation.
  - (vi) a reference to an Article or a Schedule, is to an article or a schedule of this Constitution;
  - (vii) a reference in a Schedule to a paragraph is to a paragraph of that Schedule;
  - (viii) a Schedule is part of this Constitution;
  - (ix) a reference to this Constitution, is to this Constitution (and where applicable any of its provisions) as modified or repealed from time to time; and
  - (x) if there is more than one Secretary appointed, the receipt or giving of a notice to or by a Secretary, or the signing of a notice or document by a Secretary, or the exercise of any power under this Constitution by or in the name of the Secretary, is effective and binding if done by a Secretary;
- (d) Unless the context indicates a contrary intention, in this Constitution, a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it.
- (e) Unless the context indicates a contrary intention, in this Constitution:
- (i) an expression that deals with a matter dealt with by a provision of the Act has the same meaning as in that provision;
  - (ii) an expression that is defined in Section 9 of the Act has the same meaning as in that Section.

## 3. Exercise of powers

Where this Constitution confers a power or imposes a duty, then, unless the contrary intention appears, the power may be exercised and the duty must be performed, from time to time, as the occasion requires.

## 4. Severing invalid provisions

If at any time any provision of this Constitution is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that does not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Constitution; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Constitution.

# Schedule 2

## Key Information

---

- 1. Quorum of Members for Meetings (refer Article 4.6)**
  - (a) General meetings of Members  
The lesser of 40 Members with unrestricted voting rights and 5% of the total number of Members with unrestricted voting rights at the time the relevant meeting is held.
  - (b) Class meeting of designated Membership Classes  
The lesser of 20 Class Members with unrestricted Class voting rights, and 5% of the total number of Members in that Class with unrestricted voting rights at the time the relevant meeting is held.
- 2. Number of Directors (refer Article 5)**
  - (a) Number of Directors  
Seven (7) plus the number of Board Appointed Directors
  - (b) Number of Member Elected Directors  
Five (5)
  - (c) Number of Board Appointed Directors  
Three (3)
  - (d) Number of Cricket Appointed Directors  
Two (2)
- 3. Maximum term as a Director (refer Article 5.6)**

9 years
- 4. Maximum periods for service as Chair (refer Article 6.3(c))**
  - (a) Maximum term as Chair – 6 years(\*)
  - (b) Maximum total combined years of appointment as a Director and as the Chair – 12 years(\*)
  - (\*) PROVIDED THAT on recommendation of the Board (passed by an Absolute Special Majority) and by resolution of Members in General Meeting, these maxima may be extended for a further period of 12 months in circumstances where it is considered to be in the best interests of the Organisation and its succession planning to do so.

# Schedule 3

## Transitional Provisions

1. For the purposes of these Transitional Provisions:
  - (a) "Effective Date" means the date of registration of the Organisation under the Act.
2. Terms uniquely defined in the constitution of Western Australia Cricket Association (Inc) and used in these Transitional Provisions will have those defined meanings. Subject to paragraph 1(b) preceding, from the Effective Date the existing constitution, by-laws and standing orders that previously applied to the Organisation are of no further force or effect.
3. With respect to those holding constitutionally recognised office as at the Effective Date, the following provisions shall apply:
  - (a) Subject to paragraph 3(f) below, the Directors listed in column 1 of Table A:
    - (i) shall be deemed to be either a Member Elected Director, Cricket Appointed Director or a Board Appointed Director on and from the Effective Date as indicated in column 2 of Table A against each of their names;
    - (ii) shall be deemed to retire or their appointment to office terminated as at the time listed in column 3 of Table A against each of their names (without prejudice to their opportunity to be re-elected or re-appointed to office, subject to the provisions of the Constitution).
  - (b) Any person holding office as a Director or President immediately prior to the Effective Date and whose name does not appear in Table A shall be deemed to have retired from such office as at the Effective Date.

**Table A**

Name of Director	Member Elected Director (MD) or Cricket Appointed Director (CD) or Board Appointed Director (BD)	Deemed date of scheduled retirement from office
Tom Percy QC	MD	AGM 2018
Michael Velella	MD	AGM 2019
The Honorable Dr Ken Michael AC	MD	AGM 2019
The Honorable Terry Waldron	MD	AGM 2020
Darren Wates	MD	AGM 2020
David Bailey	BD	AGM 2018
Dr Vanessa Guthrie	BD	AGM 2019
Eva Skira	BD	AGM 2020
Avril Fahey	CD (SGDC)	AGM 2018
Christian Bauer	CD (WADCC)	AGM 2019

- (c) The persons holding office as Chair and Deputy Chair respectively immediately before the Effective Date will continue to hold such offices 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 Article 6.3.
- (d) The person holding office as Patron immediately before the Effective Date will hold office as Patron-in-Chief on and from the Effective Date, subject to the provisions of Article 6.1.

- (e) The persons holding office as Chief Executive Officer and Secretary, subject to paragraph 3(f) below, immediately before the Effective Date will continue to hold such offices on and from the Effective Date, subject to the respective provisions of Articles 6.4 and 6.5.
  - (f) It is a condition precedent to each Director and the Secretary holding office as such on and from the Effective Date that they respectively have executed a consent or approval to act in such role in accordance with any regulatory requirements of the Act.
  - (g) A Director listed in Table A holds office as such until the date mentioned in column 3 of Table A against their name notwithstanding Article 5.6.
4. With respect to Membership
    - (a) Subject to the person applying for Membership in the relevant Membership class in accordance with this Constitution, Members holding the class of membership noted in column 1 of Table B immediately prior to the Effective Date shall be deemed to hold the class of membership noted in column 2 of Table B on and from the Effective Date until 30 June next following the Effective Date without any additional Fee or Fee adjustment on account of that change of class of Membership.

**Table B**

Pre-Effective Date Class of Membership	Membership Class on and from Effective Date
Ordinary Member	Full Member (Metro Status)
Concession Member	Full Member (Concession Status)
Club Playing Member	Full Member (Player/Administrator Status)
Country Member	Full Member (Country Status)
Junior Member	Junior Member
Club Member	Full Member (Metro Status)

- (b) Honorary Life Members, Lifetime Members and Perpetual Members will continue to retain their status as such on and from the Effective Date with all rights and entitlements as if they were Honorary Members on terms determined by the Board as shall be consistent with their original appointment as Honorary Life Members, Lifetime Members or Perpetual Members (as applicable).
5. With respect to Affiliated Organisations
    - (a) On the Effective Date the organisations listed in Table C are each deemed to be an Affiliated Organisation.
    - (b) Nothing by reason of this Constitution varies or affects any agreement between the Organisation that was in force and effect immediately before the Effective Date.

**Table C**

Details of Affiliated Organisations as at the Effective Date
WA DISTRICT CRICKET COUNCIL INC.
WA FEMALE CRICKET COUNCIL INC
COMMUNITY JUNIOR CRICKET COUNCIL (INC)
INDOOR SPORTS W.A. INCORPORATED
WA COUNTRY CRICKET BOARD (INC)
CRICKET WEST INC.

# Schedule 4

## Western Australian Cricket Association Limited, By-Laws

### 1. Introduction

- 1.1 These By-laws have been adopted by the Board pursuant to Article 10.4 of the Constitution.
- 1.2 These By-laws have effect from the Effective Date.
- 1.3 Should any By-law conflict with a provision of the Constitution, then in the terms of Article 10.4 of the Constitution, that By-law will be either void or read down to the extent of such conflict, and the provisions of the Constitution will prevail.
- 1.4 Words and phrases defined in the Constitution and used in these By-laws have the meanings accorded to them in the Constitution.
- 1.5 Where a power is conferred on the Board under these By-laws, the Board may resolve to delegate that power to the CEO.
- 1.6 In these By-laws the following words have the meanings set opposite them:

**"Applicable Form"** means a form referred to in these By-laws which has been approved by the Board for the relevant functional purpose in these By-laws.

**"Concession Status"** means a Full Member who qualifies for and has been conferred that status under By-laws 3.3(f) and 3.6(a);

**"Country Status"** means a Full Member who qualifies for and has been conferred that status under By-Laws 3.3(d) and 3.6(a).

**"Cricket Club"** means an organisation (incorporated or unincorporated) which organises, co-ordinates and administers games of cricket for the benefit of its members.

**"Facilities"** means premises, grounds, rooms, areas and related facilities at grounds or areas under the control or licence of the Organisation.

**"Metro Status"** has the meaning ascribed to it in By-Law 3.3(g).

**"Player/Administrator Status"** means a Full Member who qualifies for and has been conferred that status under By-laws 3.3(e) and 3.6(a).

**"Guest Pass"** means a pass referred to in By-law 7.3(a).

**"Tier Package"** means an opportunity that may be offered by the Organisation in accordance with By-law 8.

**"Visitor Pass"** means a pass referred to in By-law 7.3(b).

### 2. Governance Charter

- 2.1 The terms of the Governance Charter adopted by the Board and prevailing as at the Effective Date apply on and from the Effective Date as having the force and effect of By-laws duly adopted by the Board.
- 2.2 A copy of the Constitution, these By Laws and the Governance Charter are to be available for inspection and reference by Members and others including on the Organisation's website.

### 3. Membership

- 3.1 (a) Membership of the Organisation is available in the following classes:

- Full Member
  - (i) Metro Status
  - (ii) Country Status
  - (iii) Concession Status
  - (iv) Player/Administrator Status
- Junior Member
- Honorary Member

without prejudice to the continuing recognition of Honorary Life Members, Lifetime Members and Perpetual Members under Schedule 3 of the Constitution (Transitional Arrangements).

- (b) For the purposes of Article 2.1(b) of the Constitution, the Board by Absolute Special Resolution may determine any limits on the number of Members in a Class of Membership or limits on the number of Members within a status category of Full Membership.

- 3.2 The rights, privileges and obligations attaching to each Class of Membership are as follows:

- (a) Full Member

Subject to payment of all applicable Fees (including any discounted Fees applicable to Full Members qualifying for Country Status, Concession Status or Player/Administrator Status) from time to time levied with respect to that Membership, a Full Member is entitled:

- (i) to vote, and to participate and speak (in accordance with rulings of the meeting chair) at meetings of Members and meeting of that Class of Member;
- (ii) to nominate a person as a new Member to the Organisation and to nominate a qualifying Member for consideration for election as a Member Elected Director;
- (iii) to stand for office as a Director;
- (iv) to admission, in common with other Members, to designated "Member Reserved" areas at Facilities subject nevertheless to:
  - (A) prudential crowd control limitations set by the Organisation or those in charge of the Facilities;
  - (B) payment of any applicable supplementary Fee (if any) determined from time to time by the Organisation as applicable to those Facilities;
  - (C) observance by the Member of all rules and codes of conduct prescribed by the Organisation or by those in charge or the Facilities, applicable to attendees at the Facilities;
  - (D) specifically no entitlement to admission arises with respect to games of cricket or events staged or held under the authority of the International Cricket Council ("ICC");
- (v) to receive all information required by the Constitution, these By-laws or the Act to be forwarded to Members of that Class of Membership;

- (vi) to receive such publications and communications as the Organisation may from time to time determine is appropriate or desirable to forward to Members of that Class of Membership;
  - (vii) to receive offers for Tier Packages that may be offered from time to time;
  - (viii) to exercise such other rights and privileges determined from time to time by the Board to be accorded to Members of that Class of Membership.
- (b) Junior Members
- Subject to payment of all applicable Fees from time to time levied with respect to that Membership, and subject to the reservations and exclusions below, a Junior Member is entitled to all the same rights and privileges set out in By-law 3.2(a)(i)-(viii) above for a Full Member OTHER THAN:
- (i) voting rights under By-law 3.2(a)(i), but without prejudice to any "Class" voting rights applicable for meetings of Members of that Class of Membership only;
  - (ii) nomination rights under By-law 3.2(a)(ii);
  - (iii) unless the Junior Member shall have attained 18 years of age, access to certain Facilities which are available only to persons over 18 years of age under any applicable regulatory requirement including to do with liquor licensing and gaming;
  - (iv) entitlement to stand for office as a Director under By-law 3.2(a)(iii);
  - (v) being obliged to allow Full and Honorary Members priority admission and seating at any "Member Reserved" areas at Facilities as referred to in By-law 3.2(a) above.
- (c) Honorary Members
- Subject to any conditions of Membership as are determined from time to time by the Board to apply to the Honorary Member, an Honorary Member is entitled to all the same rights and privileges set out in By-law 3.2(a)(i)-(viii) above for a Full Member.
- 3.3 Membership of the respective Classes of Membership is available to the following persons who have completed all administrative requirements as set out in the By-laws for their application and approval of Membership subject to the following:
- (a) All Classes of Membership (other than Junior Membership) are only available to persons 18 years of age or over;
  - (b) Junior Membership is only available to persons under 18 years of age as at the start of the relevant membership period;
  - (c) Honorary Membership is only available to persons nominated by the Board for such Membership and who in the opinion of the Board have provided outstanding and special service to the Organisation or in the promotion, development and/or advancement of cricket;
  - (d) Country Status for a Full Member is only available to persons whose principal place of residence is more than 100 kilometres from the regulatory designated place in Perth from which distances from Perth are customarily measured for official purposes;
  - (e) Player/Administrator Status for a Full Member is only available to persons who are current members of an Affiliated Organisation or a Cricket Club and who are:
    - (i) active cricket playing members; or
    - (ii) active in the management or administration (including voluntary) of that Affiliated Organisation or Cricket Club.
  - (f) Concession Status for a Full Member is only available to persons over 65 years of age;
  - (g) Metro Status for a Full Member applies to a Full Member who has not been afforded Country Status, Player/Administrator Status or Concession Status;
  - (h) Junior Members, who in due course qualify for admission as a Full Member, may transfer to becoming a Full Member by complying with By-law 3.7.
- 3.4 All applications for Membership must be:
- (a) completed substantially in the Applicable Form relevant to the Class of Membership being applied for;
  - (b) accompanied by such information as is required by the Organisation to reasonably verify that the applicant meets the requirements for Membership of the relevant Class set out in By-law 3.3;
  - (c) accompanied by payment of any Fees applicable to that application and Membership;
  - (d) signed by the applicant; and
  - (e) signed by an existing qualifying Member as the nominator of the applicant for Membership to verify the applicant's good character and suitability for Membership,
- PROVIDED THAT the Board may at its discretion:
- (f) waive strict compliance with any aspect or aspects of the foregoing;
  - (g) require the provision of such further information from the applicant, which it considers it is appropriate so to do in the interests of the Organisation and the integrity of its Membership.
- 3.5 Without limiting By-law 3.4, the Applicable Form to be signed by an applicant under By-law 3.4 must include an undertaking by the applicant, conditional upon the applicant becoming a Member:
- (a) in the terms of Article 1.2(c) of the Constitution; and
  - (b) to observe and comply with the provisions of the Constitution and the By-laws to the extent to which they have application to a person who is a Member of the Class of Membership applied for.
- 3.6 (a) A Full Member who believes they qualify for Country Status, Concession Status or Player/Administrator Status may apply for recognition of that status by completing and signing the Applicable Form which may then be approved of by the CEO (acting under deemed delegate authority of the Board).
- (b) A Full Member who has been conferred Country Status, Concession Status or Player/Administration Status but no longer qualifies for such status must promptly inform the Organisation in writing by completing and signing the Applicable Form which may then be approved of by the CEO (acting under deemed delegated authority of the Board).
- 3.7 A Junior Member (upon attaining 18 years of age) may apply for transfer of Membership to a Full Member by completing and signing the Applicable Form which may then be approved of by the CEO (acting under deemed delegated authority of the Board).

#### 4. Fees and Interest

- 4.1 Fees may be for all or any of the following and in such amounts as determined from time to time by the Board, including any discount in Fees applicable to Full Members holding Concession Status, Country Status or Player/Administrator Status in accordance with these By-laws:
- (a) initial Membership waitlist fee;
  - (b) initial Membership nomination fee;
  - (c) Membership annual subscription fee;
  - (d) Member Guest Pass fee;
  - (e) Member Visitor Pass fees;
  - (f) other (as determined by the Board).
- 4.2 All Fees must be paid by the date notified in the Organisation's invoice for the same, or if no date is notified, within a reasonable time of the Organisation's invoice for the same.
- 4.3 As at and from the Effective Date, the Fees are the same as those applying immediately prior to the Effective Date.
- 4.4 Subject to By-law 4.5, around the commencement of each Financial Year after the Effective Date, the Board by resolution duly passed, after consultation with management as part of the Organisation's budgetary process, will set the Fees then applicable for the forthcoming Financial Year and will communicate the same to the Members by notice under Article 11 of the Constitution.
- 4.5 Other than with the approval of the Members in general meeting, no Fee for annual Membership subscription may be increased under these By-laws by more than 20% of the amount of the Fee that applied in the Financial Year immediately prior to the proposed increase.
- 4.6 Unless payment is waived under Article 3.2(b) of the Constitution, the prescribed rate of interest in the terms of Article 3.2 of the Constitution is 10% per annum simple interest.
- 4.7 With respect to replacing a lost Membership Card (refer Article 2.8 of the Constitution) the prescribed Fee is such amount reasonably determined by the Organisation.
- 4.8 Should a Member anticipate being unable to enjoy their Membership, through absence outside Western Australia or significant ill health, for a period exceeding one (1) year and not exceeding three (3) years, then that Member may make application to the Organisation in the Applicable Form for exemption from Fee payment and voluntary suspension of Membership rights during that period, whereupon the Organisation may at its discretion, and subject to any terms it may decide to impose, allow such interim Fee exemption and voluntary suspension.
- 4.9 No nomination fee is payable by a Junior Member applying to transfer to Full Membership under By-law 3.7.
- 4.10 If any GST is chargeable in connection with a Fee, then unless stated to the contrary at the time of determination of that Fee, the amount of that GST is to be included in the Fee and is to be payable by the Member or person to whom the Organisation's tax invoice for the Fee is rendered.

#### 5. Applicable Forms

- 5.1 The management of the Organisation may from time to time propose to the Board Applicable Forms in order to best manage and administer functions to be undertaken in the terms of these By-laws.
- 5.2 The Board may by resolution approve, with or without amendment, any such proposed Applicable Forms.
- 5.3 Upon such approval by the Board, the relevant form will then be the prescribed Applicable Form for the purposes of these By-laws and the Constitution (as applicable).

- 5.4 Without limitation, Applicable Forms may relate to any or all of the following functions and requirements:

- (a) Constitution
  - (i) Article 2.2 – Application
  - (ii) Article 2.6 – Expulsion or Suspension
  - (iii) Article 2.8(b) – Declaration of Lost Membership Card
  - (iv) Article 4.14(f) & (j) – Proxy form
  - (v) Article 5.3(b) & (c) – Nomination of Member Elected Director
  - (vi) Article 5.11 – Director's consent and undertakings
- (b) By-laws
  - (i) By-law 3.4 – Application for Membership
  - (ii) By-law 3.6(a) – Country Status, Concession or Player/Administrator Status
  - (iii) By-law 3.6(b) – Cessation of designated status
  - (iv) By-law 3.7 – Transfer from Junior Membership
  - (v) By-law 4.8 – Temporary Absentee Member Fee waiver and voluntary suspension

#### 6. Miscellaneous

- 6.1 General conduct of meetings of Members (Article 4.8)  
No special By-laws apply.
- 6.2 Nomination of Member Elected Directors (Article 5.3(c)(i))
  - (a) Refer By-law 5.4(a)(v) and (vi) for the Applicable Form
  - (b) Refer By-law 2 Governance Charter
- 6.3 Presentation of nominations for Member Elected Directors to Membership (Article 5.3(c)(ii))
  - (a) The Board will approve at its discretion the manner in which it is proposed for nominations for Member Elected Directors to be presented to Members.  
  
The Board will act impartially and in good faith in exercising its discretion with a view to the Members being presented with adequate, timely but succinct information to enable them to make a reasonably informed judgement when exercising their vote.
  - (b) Nominees for Member Elected Directors may provide a brief statement to the Organisation concerning their candidature for office at least 21 days before the scheduled date of the issue of the notice of meeting and election/voting papers to Members provided the Board is satisfied that the statement is not offensive to, or likely to offend, the Organisation or any Member of it. If the Board is not so satisfied the Board reserves the right to censor any portion of the statement that the Board (in good faith) considers to be offensive to, or likely to offend, the Organisation or any Member of it.
- 6.4 Manner in which voting for Member Elected Directors is to occur (Article 5.3(c)(iii))
  - (a) Subject to the Act, the Board will approve at its discretion the manner in which voting for Member Elected Directors is to occur.
  - (b) The Board will act impartially and in good faith in exercising its discretion to ensure integrity and probity of process.
  - (c) In exercising its discretion the Board may place due reliance on advice and recommendations from its legal representatives and/or its Member registry provider as to what is good governance practice for such processes for a membership organisation with a membership base of the size of the Organisation.

#### 6.5 Directors Consents and Undertakings (Article 5.11)

Refer By-law 5.4(a)(vi) for the Applicable Form

#### 6.6 Role of Patron-in-Chief (Article 6.1(d))

- (a) The role of the Patron-in-Chief will largely be ceremonial under the guidance of the Chair.
- (b) Subject to the Patron-in-Chief's availability and to other commitments that the Patron-in-Chief may have, the Patron-in-Chief may be invited by the Chair and/or the CEO on behalf of the Organisation to attend, and as appropriate to officiate and speak as Patron-in-Chief, at important cricket matches, general meetings of Members and significant occasions and events promoted by the Organisation.

#### 6.7 Role of Patron(s) (Article 6.2(e))

- (a) The role of the Patron(s) will largely be ceremonial and promotional under the invitation and guidance of the Chair and/or the CEO.
- (b) Subject to their availability and other commitments they may have, it is expected that between them, the Patron(s) will be available at the invitation of the Chair and/or the CEO on behalf of the Organisation to co-host and perhaps speak at promotional events organised by the Organisation incidental to the game of cricket and cricket matches, and to attend meetings of Members, as ambassadors of the game of cricket.

#### 6.8 Secretary (Article 6.5(c))

Refer to By-law 2 Governance Charter.

#### 6.9 Board Committees Terms of Reference and Governance

Refer to By-law 2 Governance Charter.

### 7. Membership Cards, Facilities Entry and Behaviour

7.1 Members may be issued by the Organisation a Member Card to identify that Member as a Member of the Organisation. Members must display their Member Cards at all times when exercising their Membership right to access Facilities.

7.2 No assurance is given by the Organisation with respect to the Facilities as to:

- (a) the availability or suitability of seating;
- (b) the suitability of viewing;
- (c) the suitability of premises;
- (d) the availability or suitability of services and amenities.

7.3 (a) A Member, on payment of an annual Guest Pass Fee as determined from time to time by the Board, is entitled to receive a Guest Pass which that Member may pass to any person, and which entitles the holder thereof for the time being whilst wearing or displaying the Guest Pass, the right to be admitted to those Facilities (or designated parts thereof) allocated for the use of Members. The Organisation is under no obligation to check whether the holder of a Guest Pass is the person whom the Member intended to be the user thereof. A Guest Pass is personal to the Member to whom it has been issued and such a Member must not transfer, assign or on-sell that Guest Pass to another person. A guest to whom a Guest Pass has been passed by a Member may not sub-delegate the use of that Guest Pass to another person, other than with the express authority of the Member as to the identity of that other person.

(b) A Member, on payment of a Visitor Pass Fee applicable to the designated duration, games or events the subject of a relevant Visitor Pass offered from time to time by the Organisation may receive a Visitor Pass which that Member may pass to any

person, and which entitles the holder thereof for the time being whilst wearing or displaying the pass, the right to be admitted to those Facilities (or designated parts thereof) allocated for the use of Members which are within the scope of the terms of issue and use of the Visitor Pass. The Organisation is under no obligation to check whether the holder of a Visitor Pass is the person the Member intended to be the user thereof. A Member must not transfer, assign or on-sell a Visitor Pass. The Organisation may allow a Member to acquire more than one Visitor Pass.

(c) A Member to whom a Guest Pass or a Visitor Pass is issued is responsible for ensuring that the holder of the Guest Pass or a Visitor Pass (as applicable) observes the requirements of By law 7.8 while the holder is on any part of the Facilities.

7.4 A Member shall not transfer, intentionally or otherwise, a Member Card or allow any person, including family members or friends or associates to use the Member Card. The Member is responsible to ensure that their Member Card is not used by any other person.

7.5 A Member shall notify the Organisation of the loss or theft of a Member's Member Card, Guest Card and/or Visitor Pass as soon as reasonably practicable after becoming aware of its loss or theft.

7.6 A Member Card, Guest or Visitor Pass which is used by any person not entitled to use it to gain or attempt to gain access to any Facilities, may be retained on behalf of the Organisation by a person duly authorised by the Organisation who comes into possession of that Member Card.

7.7 Upon demand by a duly authorised person on behalf of the Organisation:

- (a) a Member seeking entry to Facilities shall produce their Member Card and supporting photographic identification;
- (b) a holder of a Guest Pass or Visitor Pass seeking entry to Facilities shall produce their Guest Pass or Visitor Pass and inform the duly authorised person the name of the Member who gave them the Guest Pass or Visitor Pass. The relevant Member must verify (or otherwise) that the person is their guest or visitor on request by the duly authorised person;
- (c) for the purposes of By-law 7.7(a), "supporting photographic identification" means a valid driver's licence, passport or other identification to the reasonable satisfaction of the duly authorised person.

7.8 Each Member, Guest Pass holder, Visitor Pass holder and any other visitor of the Member using Facilities must at all times:

- (a) comply with any lawful direction or request of the Organisation or any agent, employee, contractor or authorised officer of the Organisation or member of the police force while at, or using, the Facilities including a direction or request to vacate and leave the Facilities;
- (b) not engage in conduct that:
  - (i) is unbecoming or prejudicial to the interests of the Organisation; or
  - (ii) may bring the Organisation into disrepute; or
  - (iii) may be such that impairs or is likely to adversely or affect the reasonable enjoyment of the benefits of Membership by other Members or their guests or visitors; and
- (c) be subject to the applicable dress requirements set down for the relevant Facilities as determined from time to time and advised in Member communications or signage in or around the Facilities.

- 7.9 The Member is responsible for ensuring that their Guest Pass holder and Visitor Pass holders comply with By-laws 7.3(a), 7.7 and 7.8. The Member shall be held accountable for any breach of these By-laws by their Guest Pass holder or Visitor Pass holder.

## **8. Tier Packages**

- 8.1 The Organisation may offer to Members upon terms and conditions determined from time to time by the Organisation, including as to Fees payable, the opportunity to have access to and/or seating in designated reserved areas of Facilities which are not otherwise generally available to Members as an ordinary entitlement of Membership.
- 8.2 Members to whom an offer for a Tier Package is made may accept the offer by paying the applicable Fee and satisfying any other terms of the offer, which will constitute an agreement by the Member to observe the terms and conditions upon which the relevant Tier Package is offered.
- 8.3 A Tier Package may include rights for the Member to be accompanied in the designated reserved area of Facilities by one or more guests.
- 8.4 The Organisation may issue to any Members taking up a Tier Package, and to each of their authorised guests (if provided for in the terms of the Tier Package), Tier Package passes ("TP Passes") which must be worn by the Member and such guests (if applicable) at all times while accessing and exercising their rights and privileges in the terms of the relevant Tier Package.
- 8.5 Any Member or other person purporting to be entitled to exercise rights or privileges under a Tier Package must:
- (a) produce to a duly authorised person on behalf of the Organisation their TP Pass for verification;
  - (b) comply with By-law 7.8.
- 8.6 The Member shall be held accountable for any breach of this By-law 8 by any guest of the Member to whom a TP Pass may have issued or been given.





Platinum Partner

**alcohol**  
**thinkagain**



**Western Australian Cricket Association Limited**

ABN 44 026 744 769 | ACN 627 195 402

WACA Ground, Nelson Crescent, East Perth, WA 6004

PO Box 6045, East Perth, WA 6892

P: +61 8 9265 7222

E: [info@waca.com.au](mailto:info@waca.com.au)

W: [waca.com.au](http://waca.com.au)