

# **BY-LAWS**

## **SOUTH AUSTRALIAN CRICKET ASSOCIATION LIMITED (ACN 623 135 393)**

**MEMBERSHIP, BOARD ELECTION AND DIRECT VOTING BY-LAWS**

**MEMBERSHIP PRESCRIBED STANDARDS**

**MEMBERS CONDUCT TERMS OF REFERENCE**

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**ADOPTED WITH EFFECT FROM: 20 June 2025**

**(Effective Date)**

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## **Introduction**

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### **1 Introduction**

- (a) These by-laws have been made by the Board pursuant to clause 13.2 of the Constitution.
- (b) These by-laws have effect from the Effective Date.

## **Part A - Membership of SACA By-Laws**

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### **1 Classes of Members**

#### **1.1 Classes**

Membership of SACA is available in the classes described in clause 3.1 of the Constitution (including those established by the Board pursuant to clause 3.1(i) of the Constitution).

#### **1.2 *Honorary Life Members and Life Members***

- (a) Honorary Life Membership is only available to persons nominated by the Board in consideration of any special services rendered to SACA or SACA Inc or in the advancement of the game of cricket. Subject to by-law 1.2(b), a person so nominated will not be admitted as an Honorary Life Member unless their nomination is approved by Voting Members at the AGM held next after their nomination.
- (b) The Board may, in its absolute discretion, determine that special circumstances apply to a nomination for Honorary Life Membership or that the nomination is urgent and award Honorary Life Membership to that person without the nomination being approved at an AGM.
- (c) Life Membership is only available to persons who held Life Membership of SACA Inc pursuant to its Constitution in force as at 30 June 1996.
- (d) Honorary Life Members and Life Members will, during the continuance of their life and Membership, have all the rights, benefits and privileges of Full Members.
- (e) Subject to clause 4.5 of the Constitution, Honorary Life Members and Life Members are exempted from any future payment of Entrance Fees and Membership Subscription Fees for the period of their Membership.

#### **1.3 *Honorary – Services Rendered Members***

- (a) Honorary – Services Rendered Membership is only available to persons determined by the Board in consideration of any special services rendered to SACA or SACA Inc.
- (b) The period of Honorary – Services Rendered Membership shall be determined by the Board.
- (c) Subject to clause 4.5 of the Constitution, Honorary – Services Rendered Members are exempted from any future payment of Entrance Fees and Membership Subscription Fees for the period of their Membership.

#### **1.4 *Tenured Members***

- (a) Tenured Membership is only available to persons who have held Membership of any class or classes continuously for 65 years. Membership with SACA Inc will be counted as 'Membership' for the purposes of this by-law 1.4(a).
- (b) SACA will contact Members eligible for Tenured Membership before the commencement of the Membership Year in which they become so eligible.
- (c) Subject to clause 4.5 of the Constitution, Tenured Members are exempted from any future payment of Entrance Fees and Membership Subscription Fees for the period of their Membership.

### **1.5 Tenured Spouse Members**

- (a) Tenured Spouse Membership is a class of Membership established by the Board pursuant to clause 3.1(i) of the Constitution.
- (b) Tenured Spouse Membership is available to persons who were the spouse (including any de facto or registered partner) of a Tenured Member at the time of that Tenured Member's death or such other persons as determined by the Board in its absolute discretion are eligible for Tenured Spouse Membership.
- (c) SACA will contact persons eligible for Tenured Spouse Membership before the commencement of the Membership Year in which they become so eligible.
- (d) Tenured Spouse Members are not Voting Members and do not have the right to receive notices of, attend and vote at meetings of SACA (and are not eligible to hold office as Member Elected Directors in accordance 11.6(b) of the Constitution).
- (e) Subject to clause 4.5 of the Constitution, Tenured Spouse Members are exempted from any future payment of Entrance Fees and Membership Subscription Fees for the period of their Membership.

### **1.6 Premier Cricket Committee Members**

- (a) Premier Cricket Committee Membership is only available to persons who hold office on the Premier Cricket Committee.
- (b) If a person ceases to hold office on the Premier Cricket Committee that person will also immediately cease to hold Membership as a Premier Cricket Committee Member. Any such person must notify the Chief Executive Officer in writing immediately on ceasing to hold office on the Premier Cricket Committee.
- (c) Subject to clause 4.5 of the Constitution, Premier Cricket Committee Members are exempted from payment of Entrance Fees and Membership Subscription Fees for the period of their Membership.

### **1.7 Full Members**

Full Membership is only available to persons:

- (a) 18 years of age and over as at the start of the relevant Membership Year; and
- (b) whose principal place of residence is:
  - (i) in the Prescribed Area; or
  - (ii) outside of Australia; and
- (c) who have paid:
  - (i) any applicable prescribed Entrance Fee; and
  - (ii) the prescribed Membership Subscription Fee for Full Membership for the relevant Membership Year (or the prescribed Absentee Fee under by-law 2.7 in Part A).

### **1.8 Country Members**

Country Membership is only available to persons:

- (a) 18 years of age and over as at the start of the relevant Membership Year; and
- (b) whose principal place of residence is:
  - (i) within the state of South Australia but outside the Prescribed Area; or

- (ii) in any Australian state or territory other than South Australia; and
- (c) who have paid:
  - (i) any applicable prescribed Entrance Fee; and
  - (ii) the prescribed Membership Subscription Fee for Country Membership for the relevant Membership Year (or the prescribed Absentee Fee under by-law 2.7 in Part A).

## **1.9 Junior Members**

- (a) Junior Membership is only available to persons:
  - (i) at least 10 years of age and under 18 years of age as at the start of the relevant Membership Year; and
  - (ii) who have paid the prescribed Membership Subscription Fee for Junior Membership for the relevant Membership Year (or the prescribed Absentee Fee under by-law 2.7 in Part A).
- (b) No Entrance Fee is payable to become a Junior Member.
- (c) If a Junior Member reaches 18 years of age during a Membership Year, that Member will be eligible for the following Membership Year:
  - (i) without further application, to continue their Membership as a Full Member; or
  - (ii) on presentation of such information as is prescribed or required by the Board, to continue their Membership as a Country Member,
 subject to payment of the relevant Membership Subscription Fee.
- (d) Junior Members will not be required to pay any Entrance Fee to become a Full Member or a Country Member.

## **1.10 Adult Reserved Seat Members**

- (a) Adult Reserved Seat Membership is a class of Membership established by the Board pursuant to clause 3.1(i) of the Constitution.
- (b) Adult Reserved Seat Membership is only available to persons:
  - (i) 18 years of age and over as at the start of the relevant Membership Year; and
  - (ii) who have paid:
    - (A) any applicable prescribed Entrance Fee (if they are not already an existing Full Member, Country Member or Junior Member); and
    - (B) the prescribed Membership Subscription Fee for Adult Reserved Seat Membership for the relevant Membership Year (or the prescribed Absentee Fee under by-law 2.7 in Part A).
- (c) An Adult Reserved Seat Member will, for all:
  - (i) international match days played under the auspices of Cricket Australia determined by the Board; and
  - (ii) any other matches determined by the Board,

held at the Adelaide Oval in a Membership Year (referred to as Reserved Seat Days), have the ability to sit in the seat that is allocated to them, in the area allocated by the Board for Adult Reserved Seat Members in accordance with by-law 1.10(d).

- (d) For each Reserved Seat Day, the Board will allocate bays of seating at Adelaide Oval, in its absolute discretion and subject to such terms and conditions as it sees fit, for the purposes of allowing Adult Reserved Seat Members admission to Adelaide Oval and assigning Adult Reserved Seat Members a specific reserved seat within that designated area.
- (e) Pursuant to clause 4.2(a)(viii) of the Constitution, the Board has determined that Adult Reserved Seat Members will be Voting Members for the purposes of the Constitution and these by-laws and will be entitled to receive notices of, attend and vote at meetings of SACA.
- (f) A year spent as an Adult Reserved Seat Member will count as a year of Membership for the purposes of calculating eligibility for Tenured Membership in accordance with by-law 1.4(a).
- (g) Adult Reserved Seat Members may be admitted as a Full Member or Country Member for a Membership Year (and thereafter, subject to the continued payment of the applicable Membership Subscription Fees) by making an application to the Chief Executive Officer in the form prescribed by the Board and accompanied by such information as is prescribed or required by the Board.
- (h) In accordance with clause 11.6(b) of the Constitution, Adult Reserved Seat Members are not eligible to hold office as Member Elected Directors. Should an Adult Reserved Seat Member wish to hold office as a Member Elected Director, they may make an application to the Chief Executive Officer to become a Full Member or Country Member in the form prescribed by the Board, accompanied by such information as is prescribed or required by the Board. The Board may accept or reject the application in its absolute discretion and on such terms and conditions as it sees fit.

#### **1.11 Junior Reserved Seat Members**

- (a) Junior Reserved Seat Membership is a class of Membership established by the Board pursuant to clause 3.1(i) of the Constitution.
- (b) Junior Reserved Seat Membership is only available to persons:
  - (i) at least 10 years of age and under 18 years of age as at the start of the relevant Membership Year; and
  - (ii) who have paid the prescribed Membership Subscription Fee for Junior Reserved Seat Membership for the relevant Membership Year (or the prescribed Absentee Fee under by-law 2.7 in Part A).
- (c) A Junior Reserved Seat Member will, for all:
  - (i) international match days played under the auspices of Cricket Australia determined by the Board; and
  - (ii) any other match days determined by the Board,

held at the Adelaide Oval in a Membership Year (referred to as Reserved Seat Days), have the ability to sit in the seat that is allocated to them, in the area allocated by the Board in accordance with by-law 1.11(d).



- (d) For each Reserved Seat Day, the Board will allocate bays of seating at Adelaide Oval, in its absolute discretion and subject to such terms and conditions as it sees fit, for the purposes of allowing Junior Reserved Seat Members admission to Adelaide Oval and assigning Junior Reserved Seat Members a specific reserved seat within that designated area.
- (e) Junior Reserved Seat Members are not Voting Members and do not have the right to receive notices of, attend and vote at meetings of SACA (and are not eligible to hold office as Member Elected Directors in accordance with clause 11.6(b) of the Constitution).
- (f) A year spent as a Junior Reserved Seat Member will count as a year of Membership for the purposes of calculating eligibility for Tenured Membership in accordance with by-law 1.4(a).
- (g) Junior Reserved Seat Members may be admitted as a Junior Member for a Membership Year (and thereafter, subject to the continued payment of the applicable Membership Subscription Fees) by making an application to the Chief Executive Officer in the form prescribed by the Board and accompanied by such information as is prescribed or required by the Board.
- (h) If a Junior Reserved Seat Member reaches 18 years of age during a Membership Year, that Member will be eligible for the following Membership Year without further application, to continue their Membership as an Adult Reserved Seat Member subject to payment of the relevant Membership Subscription Fee.

#### **1.12 SACA Big Bash Members**

- (a) SACA Big Bash Membership is a class of Membership established by the Board pursuant to clause 3.1(i) of the Constitution.
- (b) SACA Big Bash Membership is only available to persons:
  - (i) 10 years of age or over as at the start of the relevant Membership Year; and
  - (ii) who have paid the prescribed Membership Subscription Fee for SACA Big Bash Membership for the relevant Membership Year.
- (c) A person wishing to become a SACA Big Bash Member may purchase this class of Membership by paying the prescribed Membership Subscription Fee online via a designated SACA web portal or by telephone at any time in the lead up to or during the relevant Big Bash League season (prior to the relevant Big Bash League season's conclusion).
- (d) No Entrance Fee is payable to become a SACA Big Bash Member.
- (e) The Board may set differing Membership Subscription Fees for SACA Big Bash Members, depending on whether the person is:
  - (i) under 18 years of age; or
  - (ii) 18 years of age and over,
 as at the start of the relevant Membership Year.
- (f) The Board has determined that SACA Big Bash Members' rights and entitlements of admission to Adelaide Oval are restricted to:
  - (i) Adelaide Strikers BBL matches (both regular season and finals); and
  - (ii) Adelaide Strikers WBBL matches (both regular season and finals),

and SACA Big Bash Members may not use their Membership to access:

- (iii) any other cricket matches (including, for the avoidance of doubt, any international fixtures, First-Class fixtures or List A (i.e. domestic one-day) fixtures) held at Adelaide Oval or under the auspices of SACA or Cricket Australia; or
- (iv) any Australian Rules football matches played at Adelaide Oval under any agreement between SACA and the SANFL.
- (g) For the avoidance of doubt, by-laws 1.13, 1.14, 1.15, 2.7 and 2.8(a), (b), (e) and (f) do not apply with respect to SACA Big Bash Members and SACA Big Bash Membership.
- (h) SACA Big Bash Members are not Voting Members and do not have the right to receive notices of, attend and vote at meetings of SACA (and are not eligible to hold office as Member Elected Directors in accordance 11.6(b) of the Constitution).
- (i) A year spent as a SACA Big Bash Member will count as a year of Membership for the purposes of calculating eligibility for Tenured Membership in accordance with by-law 1.4(a).
- (j) Members of another Membership class may be admitted as a SACA Big Bash Member for a Membership Year (and thereafter, subject to the continued payment of the applicable Membership Subscription Fees) by making an application to the Chief Executive Officer in the form prescribed by the Board, accompanied by such information as is prescribed or required by the Board.

#### **1.13 Applications**

- (a) An application for Membership may be lodged at any time irrespective of the age of the applicant.
- (b) A person wishing to become a Full Member, Country Member, Junior Member, Adult Reserved Seat Member or Junior Reserved Seat Member must:
  - (i) submit a written application to the Chief Executive Officer in the form prescribed by the Board, accompanied by such information as is prescribed or required by the Board; and
  - (ii) pay any applicable Waitlist Fee prescribed by the Board for the relevant class of Membership.
- (c) The Board may, in its absolute discretion, waive strict compliance with any of the requirements relating to applications for Membership described in these by-laws or the Constitution.

#### **1.14 Waitlists**

- (a) SACA will keep waitlists containing, in chronological order of application, the names of all persons who have duly made applications for Membership as a:
  - (i) Full, Country or Junior Member; and/or
  - (ii) Adult Reserved Seat or Junior Reserved Seat Member.
- (b) Subject to clause 3.6 of the Constitution and by-laws 1.17(e), 1.18(a), 1.19 and 1.20, an applicant whose application is at the top of a waitlist (i.e. whose application has been lodged with the Chief Executive Officer for the longest uninterrupted period) will have priority in respect of a Membership Offer.

- (c) An applicant whose application is at the top of a waitlist, but is under 10 years of age, shall remain at the top of that waitlist until the applicant reaches 10 years of age (in each case, as at the start of the relevant Membership Year), after which the applicant will be offered Junior Membership or Junior Reserved Seat Membership (as applicable) when Membership Offers are next made.
- (d) An applicant who is offered Junior Membership but is under 15 years of age may defer acceptance until the applicant reaches 15 years of age (in each case, as at the start of the relevant Membership Year), after which the applicant will be reoffered Junior Membership when Membership Offers are next made.
- (e) In order to be eligible to receive a Membership Offer for Adult Reserved Seat or Junior Reserved Seat Membership, a person who has reached the top of the Reserved Seat Membership waitlist must:
  - (i) first be a Full, Country or Junior Member; or
  - (ii) concurrently have received their Membership Offer for Full, Country or Junior Membership.
- (f) On acceptance of a Membership Offer, or lapse of a Membership Offer, the name of the relevant person will be removed from the relevant waitlist, unless the Board in its absolute discretion determines otherwise.

#### **1.15 Membership Offers**

- (a) If the Board determines to make an offer of Membership (excluding SACA Big Bash Membership) to an applicant, the applicant shall be given notice of the offer, which will include the details of the offer, including in relation to the class of Membership offered and any applicable fees (**Membership Offer**).
- (b) To validly accept a Membership Offer and be admitted to Membership of SACA, the recipient must, by the final date specified in by-law 2.8(f):
  - (i) notify SACA of acceptance of the Membership Offer, in the form prescribed by the Board, accompanied by such information as is prescribed or required by the Board; and
  - (ii) pay any applicable Entrance Fee (subject to by-law 1.9(b), 1.15(c) and 1.17(f)) and Membership Subscription Fee for the relevant class of Membership (subject to by-law 2.8(g)) for the relevant Membership Year, each as prescribed by the Board,

unless otherwise determined by the Board.
- (c) The Board may, in its absolute discretion, exempt any person from payment of any applicable Entrance Fee.

#### **1.16 Transition between Full Membership and Country Membership**

- (a) If a Full Member believes, due to a change in their principal place of residence, that they qualify for Country Membership and will remain so qualified for not less than a whole Membership Year, that Full Member may apply to the Chief Executive Officer to be admitted as a Country Member for that Membership Year and thereafter to remain so admitted whilst so resident.
- (b) Any application referred to in by-law 1.16(a) must be made in the form prescribed by the Board, accompanied by such information as is prescribed or required by the Board.
- (c) If a Country Member takes up their principal place of residence in the Prescribed Area or otherwise outside of Australia, such Member must promptly inform SACA

and will forfeit the right to remain a Country Member as from the end of that Membership Year in which the change of residence occurs.

- (d) A Member who fails to promptly inform SACA of a change in principal place of residence pursuant to by-law 1.16(c) may, at the discretion of the Board, have their Membership cancelled.
- (e) Any person who has promptly notified and forfeits the right to remain a Country Member in accordance with by-law 1.16(c), will be entitled, on submitting a written application in the form prescribed by the Board, accompanied by such information as is prescribed or required by the Board and payment of the relevant Membership Subscription Fee, to be admitted as a Full Member as from the next Membership Year.

#### **1.17 Deceased Member**

- (a) In the event a Member dies, the spouse (including any de facto or registered partner) of that Member at the time of their death (or such other person as determined by the Board in its absolute discretion) may, on application, become a Member of the same class or a different class of Membership as the deceased Member, as determined by the Board.
- (b) In determining the class to which the deceased Member's spouse (or such other person as determined by the Board in its absolute discretion) is allocated Membership, the Board may recognise prior years served as a Member of SACA or SACA Inc by the deceased Member.
- (c) Subject to the Board's discretion (and without in any way limiting this), by way of general guidance as to Membership applications following the death of a Member:
  - (i) the spouse of a deceased Honorary Life Member may be eligible to apply for Honorary – Services Rendered Membership (dependant on the spouse's services and contributions to SACA and/or cricket, as assessed by the Board) and, upon admission, acquire the rights, benefits and privileges of an Honorary – Services Rendered Member;
  - (ii) the spouse of a deceased Life Member may be eligible to apply for Life Membership and, upon admission, acquire the rights, benefits and privileges of a Life Member;
  - (iii) the spouse of a deceased Honorary - Services Rendered Member may be eligible to apply for a Full or Country Membership and, upon admission, acquire the rights, benefits and privileges of a Full or Country Members (as applicable);
  - (iv) the spouse of a deceased Tenured Member may be eligible to apply for Tenured Spouse Membership and, upon admission, acquire the rights, benefits and privileges of a Tenured Spouse Member;
  - (v) the spouse of a deceased Tenured Spouse Member is eligible to apply for a Full, Country or Junior Membership and, upon admission, acquire the rights, benefits and privileges of a Full or Country Members (as applicable);
  - (vi) the spouse of a deceased Full, Country or Junior Member may be eligible to apply for a Full, Country or Junior Membership as applicable and appropriate for their circumstances and, upon admission, acquire the rights, benefits and privileges of the relevant Membership class;
  - (vii) the spouse of a deceased Adult Reserved Seat or Junior Reserved Seat Member may be eligible to apply for either an Adult Reserved Seat or Junior Reserved Seat Membership or a Full, Country or Junior Members

as applicable and appropriate for their circumstances and, upon admission, acquire the rights, benefits and privileges of the relevant Membership class; and

- (viii) the spouse of a deceased SACA Big Bash Membership (Adult or Junior) may be eligible to apply for a SACA Big Bash Membership and, upon admission, acquire the rights, benefits and privileges of a SACA Big Bash Member (Adult or Junior, as applicable).
- (d) An application for Membership under by-law 1.17(a) must be submitted in the form prescribed by the Board, accompanied by such information as is prescribed or required by the Board and (unless otherwise determined by the Board) and any applicable Membership Subscription Fee for the Membership Year applied for (if the Membership Subscription Fee for that Membership Year has not already been paid by the deceased Member).
- (e) Without limiting clause 3.6 of the Constitution, if the Board so determines in relation to an application duly made under this by-law 1.17:
  - (i) the application may take priority over other applications on the waitlist; and/or
  - (ii) a Membership Offer may be made to the applicant at any time (including, if the Board so determines, during the course of a Membership Year).
- (f) An applicant under this by-law 1.17 will not be required to pay any Waitlist Fee or Entrance Fee.

#### **1.18 *Members of Interstate Associations or Organisations***

- (a) Without limiting clause 3.6 of the Constitution, the Board may, in its absolute discretion, give priority for admission to any application for Membership made by a person:
  - (i) whose principal place of residence is in the state of South Australia who previously had their principal place of residence outside of South Australia; and
  - (ii) who is or was a member, for a minimum period of 12 months immediately preceding their move to South Australia, of any association or other organisation with which SACA has entered into a reciprocal arrangement as described in clause 4.3 of the Constitution.
- (b) Unless otherwise determined by the Board, a person referred to in by-law 1.18(a) shall make application for Membership in accordance with by-law 1.13 accompanied by such information as is prescribed by the Board or required by the Board and may accept a Membership Offer in accordance with by-law 1.15.

#### **1.19 *South Australian Cricket Representatives and Service to Cricket***

- (a) Without limiting clause 3.6 of the Constitution, the Board may, in its absolute discretion, give priority for admission to any application for Membership made by:
  - (i) a person who has represented South Australia in any First-Class international or interstate cricket match; or
  - (ii) such person as may be nominated by the Board in recognition of outstanding service to cricket.
- (b) Unless otherwise determined by the Board, a person referred to in by-law 1.19(a) shall make application for Membership in accordance with by-law 1.13 and may accept a Membership Offer in accordance with by-law 1.15.

## 1.20 **Priority**

For the avoidance of doubt, by-laws 1.14(b), 1.17(e), 1.18(a) and 1.19(a) do not limit the absolute discretion of the Board to give priority for admission to a person on any ground in accordance with clause 3.6 of the Constitution.

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## 2 **Rights and obligations of a Member**

### 2.1 **Member's Identification Card**

- (a) A Member on payment of any applicable Membership Subscription Fee is entitled to be issued with a Member's Identification Card (including in digital form).
- (b) A Member's Identification Card is not transferable.
- (c) A Member must not:
  - (i) transfer or attempt to transfer;
  - (ii) sell or attempt to sell; or
  - (iii) allow or attempt to allow another person to use, their Member's Identification Card, in each case whether directly, indirectly, intentionally, unintentionally or otherwise.
- (d) A Member must ensure that their Member's Identification Card is not used or attempted to be used by any other person for any purpose in any circumstances. A Member is under a strict obligation to ensure the safety and security of their Member's Identification Card and to prevent any use by any other person. A Member will be held strictly responsible and accountable, and will be penalised, for any breach of these requirements and by-law 2.1.
- (e) A Member's Identification Card which is used or attempted to be used by a person not entitled to use it may be retained on behalf of SACA by a person duly authorised by SACA who comes into possession of that Member's Identification Card, until the Member's Identification Card is collected by the Member to whom it belongs.
- (f) All Member's Identification Cards shall be issued subject to the Constitution, these by-laws and any Regulations, and to any act of parliament and by-laws or regulations made under any act of parliament applicable to Adelaide Oval or any grounds for the time being used or controlled by SACA.

### 2.2 **Transferable Associate Cards**

- (a) The Board may issue any transferable cards or tickets (including in digital form) or device to Members giving the bearer presenting it the like right of admission to Adelaide Oval as the Member to whom it was issued, subject to such terms and conditions as may be imposed by the Board from time to time (**Transferable Associate Card**).
- (b) The Board may issue any transferable cards or tickets (including in digital format) or devices to:
  - (i) Adult Reserved Seat Members, giving the bearer presenting it the like right of admission to Adelaide Oval as the Adult Reserved Seat Member to whom it was issued; and

Junior Reserved Seat Members, giving the bearer presenting it the like right of admission to Adelaide Oval as the Junior Reserved Seat Member to whom it was issued, subject to such terms and conditions as may be imposed by the Board from time to time (**Reserved Seat Transferable Associate Card**). SACA will use its best

endeavours to allocate seating so as to permit purchasers and bearers of Reserved Seat Transferable Associate Cards to be seated together. However, despite any like right of admission conferred by this by-law 2.2(b), purchasers and bearers of Reserved Seat Transferable Associate Cards should be aware that there is no guarantee, due to by-laws 1.10(d) and 1.11(d) and capacity constraints at Adelaide Oval, that purchasers and bearers of Reserved Seat Transferable Associate Cards will be seated together.

- (c) Subject to this by-law 2.2 (including but not limited to by-law 2.2(f)) and such other conditions as may be determined by the Board from time to time:
  - (i) the following classes of Members will be entitled to two Transferable Associate Cards:
    - (A) Honorary Life Members, Life Members, Members who are Directors, Tenured Members who were elected before 1 September 1956 and Premier Cricket Committee delegates (without a fee); and
    - (B) such other Members as may be determined by the Board;
  - (ii) Honorary - Services Rendered Members, Tenured Members who were elected after 1 September 1956 and Tenured Spouse Members will be entitled to one Transferable Associate Card (without a fee);
  - (iii) Full Members and Country Members will be entitled to one Transferable Associate Card, upon payment of the applicable fee;
  - (iv) all other Members (except SACA Big Bash Members), will be entitled to one Transferable Associate Card, subject to payment of any applicable fee and by-law 2.2(c)(v); and
  - (v) notwithstanding by-law 2.2(c)(iv):
    - (A) Adult Reserved Seat Members and Junior Reserved Seat Members will be entitled to purchase either:
      - (1) one Transferable Associate Card; or
      - (2) one Reserved Seat Transferable Associate Card; and
    - (B) SACA Big Bash Members will not be entitled to purchase any Transferable Associate Card.
- (d) Eligible Members will only be entitled to the Transferable Associate Cards or Reserved Seat Transferable Associate Card (as applicable) described in by-law 2.2(c):
  - (i) if they have first paid any applicable prescribed Membership Subscription Fee for their relevant Membership class for the relevant Membership Year (subject to by-laws 1.2(e), 1.3(c), 1.4(c), 1.5(e) and 1.6(c)); and
  - (ii) on payment of any fee in respect of the Transferable Associate Card or Reserved Seat Transferable Associate Card (as applicable) determined by the Board from time to time.
- (e) The Board may, in its absolute discretion, require that any fee for a Transferable Associate Card or Reserved Seat Transferable Associate Card (as applicable) for a Membership Year be paid:
  - (i) by 11.59pm (ACDT) on 31 October in that Membership Year;

- (ii) if a Membership Year commences on a date that is not 1 September, by 11.59pm (ACST or ACDT, as applicable) on the date that is two months after the commencement of that Membership Year; or
- (iii) by such other date as determined by the Board (which date may apply in relation to all, or a particular group or category of, Transferable Associate Cards, Reserved Seat Transferable Associate Cards (as applicable) or Members),

and, if a Member does not pay the required fee by such time, the Member will not be entitled to purchase the Transferable Associate Card or Reserved Seat Transferable Associate Card (as applicable) for that Membership Year.

- (f) The Board may determine that additional Transferable Associate Cards or Reserved Seat Transferable Associate Cards (as applicable) may be issued to a Member on such terms and conditions as the Board determines. Such Transferable Associate Cards or Reserved Seat Transferable Associate Cards (as applicable) will confer the same rights, benefits and privileges and carry the same obligations as all other Transferable Associate Cards or Reserved Seat Transferable Associate Cards (as applicable).
- (g) A Member must not sell or attempt to sell their Transferable Associate Card or Reserved Seat Transferable Associate Card, whether directly, indirectly, intentionally, unintentionally or otherwise.
- (h) Notwithstanding any other provision of this by-law 2.2, the Board may, in its absolute discretion and having regard to Adelaide Oval patron capacity considerations and any other considerations that the Board considers relevant, determine a maximum number of Transferable Associate Cards that may be issued for a Membership Year.

## 2.3 **Guest passes**

- (a) The Board may, in its absolute discretion and subject to such terms and conditions as it sees fit, offer one or more guest passes to Members for matches or events (or designated days of matches or events) at Adelaide Oval or any other venue, any such pass giving the bearer presenting it the like right of admission to Adelaide Oval or the other venue as the Member to whom it was issued (**Guest Pass**).
- (b) Members will only be entitled to the guest passes described in by-law 2.3(a) on payment of any fee determined by the Board from time to time by the specified payment date.
- (c) Subject to this by-law 2.3 and such other terms and conditions as may be determined by the Board from time to time, SACA Big Bash Members will only be entitled to purchase a Guest Pass in relation to Adelaide Strikers BBL matches.

## 2.4 **Daily Seat Holds**

- (a) The Board may, in its absolute discretion and subject to such terms and conditions as it sees fit, offer Members the ability to reserve a particular seat at Adelaide Oval for a particular day of a particular match or event (or particular designated days of matches or events) for:
  - (i) themselves;
  - (ii) the bearer of a Transferable Associate Card which they have purchased; or
  - (iii) in the case of an Adult or Junior Reserved Seat Member, for another Member),



**(Daily Seat Hold).**

- (b) Members will only be entitled to the Daily Seat Hold described in by-law 2.4(a) on payment of any fee determined by the Board from time to time by the specified payment date.
- (c) Subject to this by-law 2.4 and such other terms and conditions as may be determined by the Board from time to time:
  - (i) SACA Big Bash Members will only be entitled to purchase a Daily Seat Hold in relation to Adelaide Strikers BBL matches (including BBL finals); and
  - (ii) Adult Reserved Seat Members and Junior Reserved Seat Members already, by virtue of by-laws 1.10 and 1.11, have an allocated seat at Adelaide Oval. Accordingly, where an Adult Reserved Seat Member or Junior Reserved Seat Member purchases a Daily Seat Hold for another person, this may not be in the area allocated for Adult Reserved Seat Members and Junior Reserved Seat Members by the Board, in accordance with by-laws 1.10(d) and 1.11(d).

**2.5 Children and Grandchildren of Members**

- (a) Unless otherwise determined by the Board in its absolute discretion, children 9 years of age or less, as at the first day of the relevant Membership Year, will be granted free access to cricket matches at Adelaide Oval if the child is accompanying a parent or grandparent who is a Member, subject to by-law 2.5(b) and such terms and conditions as may be imposed by the Board. This entitlement will not be available to Transferable Associate Card or Reserved Seat Transferable Associate Card holders or Guest Pass holders and their children or grandchildren.
- (b) Notwithstanding by-law 2.5(a), a child or grandchild granted free access in accordance with by-law 2.5(a) is not permitted to sit in the area reserved for Reserved Seat Members in accordance with by-laws 1.10(d) and 1.11(d) (as applicable). Accordingly, any Reserved Seat Member accompanied by such a child or grandchild will be unable to sit in or use their reserved seat, given their responsibility for supervising that child or grandchild.

**2.6 Lost Member's Identification Cards**

- (a) Where a Member's Identification Card issued to a Member is lost or stolen, the Member must, immediately on becoming aware of such loss or theft, report the loss or theft in writing to the Chief Executive Officer or such other person as the Chief Executive Officer directs.
- (b) The Board may, in its absolute discretion, suspend or cancel a lost or stolen Member's Identification Card and the rights attaching to it and may issue a new substitute Member's Identification Card, on payment of any fee and on such terms and conditions as the Board prescribes.

**2.7 Absentee list**

- (a) If a Member (excluding a SACA Big Bash Member):
  - (i) anticipates being absent from the state of South Australia, for a full Membership Year; or
  - (ii) through extenuating circumstances anticipates being unable to enjoy or require their Membership for a full Membership Year,

that Member may make a written application to SACA to have their name placed on the absentee list. SACA Big Bash Members are not eligible to apply to have their name placed on the absentee list.

- (b) The Board or the Chief Executive Officer may, in its absolute discretion, grant any application referred to in by-law 2.7(a) on such terms and conditions as it thinks fit.
- (c) Any application referred to in by-law 2.7(a) must be made in the form prescribed by the Board, accompanied by such information as is prescribed or required by the Board.
- (d) If the application is granted under by-law 2.7(b), the applicant must (unless the Board otherwise determines) pay such fee as is prescribed by the Board (**Absentee Fee**) within the timeframe specified in by-law 2.8, and upon such payment the applicant will be placed on the absentee list for the relevant Membership Year.
- (e) Unless the Board determines otherwise, persons will not be eligible to have their name placed on the absentee list:
  - (i) unless they have been a Member eligible for absentee rights for at least one full Membership Year; or
  - (ii) during a period of suspension in accordance with Part E.
- (f) Unless the Board determines otherwise, applications referred to in by-law 2.7(a) may only be made for one Membership Year at a time and no Member may have their name placed on the absentee list for more than three consecutive Membership Years.
- (g) While a Member has their name on the absentee list, the following rights, benefits and privileges attached to the relevant Membership Class will be suspended:
  - (i) the right of admission to Adelaide Oval or any other venue used or controlled by SACA;
  - (ii) entitlement to the issue of a Member's Identification Card or any Transferable Associate Card or Reserved Seat Transferable Associate Card (as applicable); and
  - (iii) the option to purchase any other benefits or privileges offered in relation to Membership.
- (h) The Board may, in its absolute discretion, determine that a Member's Membership be placed on hold, for such period as is determined by the Board and subject to such terms and conditions as may be imposed by the Board. During this period the following rights, benefits and privileges attached to the Member's Membership will be suspended:
  - (i) the right of admission to Adelaide Oval or any other venue used or controlled by SACA;
  - (ii) entitlement to the issue of a Member's Identification Card or any Transferable Associate Card or Reserved Seat Transferable Associate Card (as applicable); and
  - (iii) the option to purchase any other benefits or privileges offered in relation to Membership.

## 2.8 Fees

- (a) Membership Subscription Fees, Entrance Fees and Absentee Fees for a Membership Year must be paid by 11.59pm (ACST) on 31 August in the immediately preceding Membership Year, or, if a Membership Year commences on a date that is not 1 September, by 11.59pm (ACST or ACDT, as applicable) on the first day of that Membership Year, or such other date and time as is determined by the Board and notified to Members (excluding Membership Subscription Fees for SACA Big Bash Membership).
- (b) If a Membership Subscription Fee, Entrance Fee or Absentee Fee or other fee is not paid by a Member by the due date for payment specified in by-law 2.8(a), SACA may charge a late fee of such amount as is determined by the Board (**Late Fee**). The Late Fee will be charged at the absolute discretion of, and on the terms and conditions determined by, the Board or the Chief Executive Officer.
- (c) All Membership Subscription Fees, Entrance Fees, Absentee Fees and other fees (including, without limitation, any applicable Late Fee(s)) must be paid to the Chief Executive Officer or otherwise in the manner described in the relevant invoice.
- (d) All Membership Subscription Fees, Entrance Fees, Absentee Fees and other fees shall be deemed to have been paid solely in respect of the rights, privileges and other benefits provided by the Constitution and these by-laws from time to time.
- (e) If:
  - (i) a Full Member, Country Member, Junior Member, Adult Reserved Seat Member or Junior Reserved Seat Member has not paid any applicable Membership Subscription Fee;
  - (ii) a Full Member, Country Member, Junior Member, Adult Reserved Seat Member or Junior Reserved Seat Member having been granted a place on the absentee list under by-law 2.7, has not paid any applicable Absentee Fee; or
  - (iii) an applicant for Membership, having received a Membership Offer, has not given notice of acceptance of the Membership Offer and paid any applicable Entrance Fee and Membership Subscription Fee,by the final date for payment specified in by-law 2.8(f), together with any applicable Late Fee, the Board may suspend or cancel the Member's Membership or cancel the Membership Offer (as applicable).
- (f) For the purposes of by-law 2.8(e), the final date for payment of a fee (including, without limitation, any applicable Membership Subscription Fees, Entrance Fees, Absentee Fees and Late Fees) and acceptance of a Membership Offer is:
  - (i) by 11.59pm (ACDT) on 31 October of that Membership Year; or
  - (ii) if a Membership Year commences on a date that is not 1 September, by 11.59pm (ACST or ACDT, as applicable) on the date that is two months after the commencement of that Membership Year,unless the Board in its absolute discretion determines otherwise (which determination may apply in relation to all, or particular, fees or Membership Offers).

- (g) Membership Subscription Fees for SACA Big Bash Membership must be paid at the time of purchase.
- (h) The Board may, in its absolute discretion, exempt any Member from payment of their Membership Subscription Fee (or any part of it) or otherwise reduce or discount a Member's Membership Subscription Fee for any Membership Year (or any part of it) and allow the Member to retain their Membership for a period determined by the Board.

## **2.9 Access to Adelaide Oval and other grounds**

Except as provided in clauses 4.3 and 14.11 of the Constitution, no person other than:

- (a) a member of a Club; or
- (b) a Member,

to whom the Board or the Chief Executive Officer has granted permission, is entitled to play cricket on Adelaide Oval, the ground known as "No. 2 Ground", the ground known as "Karen Rolton Oval/Park 25/Gladys Elphick Park/Narnungga" or any other ground controlled by SACA, either at practice or in any match, unless the Board determines otherwise.

## **2.10 Prescribed Standards**

- (a) All Members must comply with the Prescribed Standards and must procure and ensure that any of their Associated Persons comply with the Prescribed Standards (as if they were included in the term "Member" in the Prescribed Standards), at all times:
  - (i) when in attendance at events:
    - (A) controlled or promoted by SACA (including, without limitation, cricket matches and Members' events) at Adelaide Oval or any other venue; and
    - (B) not controlled by SACA but which the Member is granted the right to attend by virtue of their Membership;
  - (ii) in all communications, correspondence and dealings with or relating to SACA and its employees, officers, contractors and agents, including, without limitation, in person, by telephone or video link, or in writing; and
  - (iii) when using all SACA online or social media mediums, including, without limitation, the SACA website and all Facebook pages, X handles, Instagram accounts, YouTube channels of SACA, SACA Members and any teams, competitions or events administered or operated by SACA.
- (b) A Member will be held strictly responsible and accountable, and may be penalised, for any breach of any by-law or Prescribed Standard by any of their Associated Persons.
- (c) If it is alleged that a Member or a Member's Associated Person has breached any of these by-laws or the Prescribed Standards, any investigation into the alleged breach will be carried out in accordance with the Member Conduct Terms of Reference.

- (d) If the Board determines that a Member has acted in breach of any Prescribed Standards or has failed to procure and ensure any Associated Person complies with any Prescribed Standards, in addition to any action that may be taken against the Member under the Members Conduct Terms of Reference or clause 5.2 of the Constitution, SACA may exclude or evict the Member from the relevant venue or event.
- (e) If the Board determines that any Associated Person has acted in breach of any Prescribed Standard, SACA may exclude or evict that Associated Person from the relevant venue or event.
- (f) An act or omission in breach of any by-law or Prescribed Standard of a person found to be using a Member's Identification Card in breach of by-law 2.1 will be attributed to the Member to whom the Member's Identification Card belongs. The Member will be accountable, and may be penalised, for any such breach.

## **2.11      *Contact details***

- (a) All Members and applicants for Membership must immediately inform SACA in writing of any change in their contact details.
- (b) If a Member or applicant for Membership fails to update their contact details in accordance with by-law 2.11(a), SACA shall not be responsible for any non-receipt (or consequence arising from the non-receipt) of a notice by the Member or applicant as a result, including, without limitation, any non-receipt of a Membership Offer or notice of renewal of Membership.
- (c) Without limiting by-law 2.11(b), SACA shall not be responsible for any lapse in Membership or failure to accept a Membership Offer arising due to non-receipt of a notice by the Member or applicant (as applicable) due to failure to keep contact details up to date or for the reasons set out in clause 25(b) of the Constitution. Such persons (if they want to be a Member of SACA) will be required to reapply for Membership in the same manner as other applicants, in accordance with by-law 1.13.

## **2.12      *Electronic provision of Member information***

- (a) Subject to any applicable laws, SACA may, at its discretion, elect to provide information to Members in electronic format. This includes, without limitation, the electronic provision of Membership application forms, Membership Offer forms and Membership renewal forms. SACA shall not be responsible for any failure to receive such information due to a Member's failure to provide or maintain accurate and current contact details or for the reasons set out in clause 25(b) of the Constitution.
- (b) Subject to any applicable laws, SACA may give Members the opportunity to elect to receive Member information in paper format and reserves the right to charge Members a reasonable fee for the provision of this service. SACA will not charge a fee for the provision of a paper copy of its annual report.

## **Part B - Board Election**

This Part B applies to the annual election of Member Elected Directors conducted in accordance with clauses 11.3 and 11.4 of the Constitution.

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### **1 Board Elections**

- (a) The names of the Candidates on the Ballot paper must be listed in alphabetical order.
- (b) The names of any Candidates who are retiring Member Elected Directors and who are seeking re-election in accordance with clause 11.7(b) of the Constitution, must be distinguished on the Ballot paper by an asterisk, or similar device, following their name. For the avoidance of doubt, a Director appointed to fill a vacancy or casual vacancy under clause 11.11(a) of the Constitution who is seeking election in accordance with clause 11.3 of the Constitution must not be distinguished or identified on the Ballot in any election material by an asterisk, or similar device, following their name.
- (c) At the absolute discretion of the Independent Nominations Committee Chair, any Candidate Statement may be accompanied by a photo of the Candidate.
- (d) Candidate Statements must not include any links or references to a Candidate's social media accounts or any other social media or websites.
- (e) The Board, pursuant to clause 11.3(b) of the Constitution, may engage a Voting Services Company or a representative of a Voting Services Company to act as the Returning Officer.
- (f) If a representative of a Voting Services Company is appointed as Returning Officer, the Board may simultaneously engage that Voting Services Company in order to assist with the conduct of the Ballot.
- (g) Where the Returning Officer is not a representative of a Voting Services Company, the Returning Officer may, in accordance with clause 11.4(h) of the Constitution but at their absolute discretion, engage a Voting Services Company to assist with the conduct of the Ballot.
- (h) If a Voting Services Company is engaged by the Returning Officer, a representative of the Voting Services Company may be appointed as the Deputy Returning Officer for the Ballot and will be responsible for assisting the Returning Officer with the conduct of the Ballot.

## **Part C – Direct Voting by Voting Members and Returning Officers**

This Part C applies in circumstances where the Board determines that Members shall be entitled to vote on a resolution at a meeting in accordance with clause 9.9 of the Constitution.

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### **1 Direct Voting by Voting Members**

#### **1.1 *Means of Voting***

Votes by Voting Members at a general meeting may be given:

- (a) personally at the meeting;
- (b) by proxy at the meeting in accordance with clause 10 of the Constitution; or
- (c) by a direct vote in accordance with clause 9.9 of the Constitution.

#### **1.2 *One Vote***

- (a) A Voting Member may only vote by one of the permitted methods in by-law 1.1 in respect of a particular resolution.
- (b) If a Voting Member casts a direct vote on a particular resolution they are taken to have revoked the authority of a previously authorised proxy to vote on their behalf on that resolution.

#### **1.3 *Priority of Votes***

If a Voting Member attempts to cast more than one vote on a particular resolution, only the last vote received by the Returning Officer is to be taken to have been cast, irrespective of whether the vote is by way of direct vote or proxy.

#### **1.4 *Direct Voting***

Pursuant to by-law 1.1(c) a Voting Member is entitled to cast a direct vote prior to the relevant general meeting.

#### **1.5 *Direct Voting Instrument***

- (a) If sent by post or fax, the direct vote must be signed by the Voting Member.
- (b) If sent by electronic transmission the direct vote is to be taken to have been signed if it has been signed or authorised by the Voting Member in the manner approved by the Board or specified in the notice of meeting.
- (c) A direct vote includes any form of vote that the Board may prescribe or accept including by any electronic means.

#### **1.6 *Deposit of Instrument***

For a direct vote to be effective, the direct vote must be received by SACA at least 48 hours before the scheduled commencement time for the relevant general meeting or adjourned meeting to which it relates. For the purposes of this by-law 1.6, SACA receives a direct vote:

- (a) when the direct vote is received at a place, fax number or electronic address specified for the purpose in the relevant notice of meeting; and
- (b) if the notice specifies other electronic means by which a Voting Member may submit the direct vote, when the direct vote given by those means is received by SACA.

### **1.7 Form of the direct vote**

A direct vote is valid if it contains the following information:

- (a) the Voting Member's name and address or any applicable identifying notations such as the Member identification number or similar approved by the Board or specified in the notice of meeting; and
- (b) the Voting Member's voting intention on the relevant resolution.

### **1.8 Validity**

A vote cast in accordance with a direct vote is valid even if before the vote was cast the Voting Member:

- (a) died;
- (b) became of unsound mind; or
- (c) wishes to change their vote,

unless written notification of the relevant event is received by SACA before the general meeting or adjourned meeting in respect of which the direct vote was to have been cast.

### **1.9 Chair's Decision**

The Chair's decision as to whether a direct vote is valid or has been revoked is conclusive.

### **1.10 Attendance by Voting Member Who Has Cast a Direct Vote**

A Voting Member who has cast a direct vote is entitled to attend the relevant general meeting. The Voting Member's attendance cancels the direct vote.

### **1.11 Count**

If a vote is taken at a general meeting on a resolution on which a direct vote was cast, the Chair of the meeting must:

- (a) on a vote by show of hands, exclude each Voting Member who has submitted a direct vote for or against the resolution; and
- (b) on a poll, count the votes cast by each Voting Member who has submitted a direct vote directly for or against the resolution.

### **1.12 Call for a poll**

The Chair of a general meeting should call for a poll on a resolution where the Chair believes that, having regard to the direct votes cast or directed proxies received, the result may differ from that obtained on a show of hands.

### **1.13 Certificate of Direct Votes Cast**

The Chair of a general meeting must ensure that a certificate signed by the Returning Officer of direct votes received is available at the meeting ahead of any vote being taken.

### **1.14 Returning Officer**

- (a) The Board may engage a Voting Services Company or a representative of a Voting Services Company to act as the Returning Officer in relation to a vote on a resolution at a meeting of Members.



- (b) If a representative of a Voting Services Company is appointed as Returning Officer, the Board may simultaneously engage that Voting Services Company in order to assist with the conduct of the vote.
- (c) Where the Returning Officer is not a representative of a Voting Services Company, the Returning Officer may, at their absolute discretion, engage a Voting Services Company to assist with the conduct of the vote.
- (d) If a Voting Services Company is engaged by the Returning Officer, a representative of the Voting Services Company may be appointed as the Deputy Returning Officer for the vote and will be responsible for assisting the Returning Officer with the conduct of the vote.

## **Part D - Membership Prescribed Standards**

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### **1. Prescribed Standards**

- (a) Members must not act in a manner prejudicial to the interests of SACA with behaviour that is unbecoming or offensive.
- (b) Members are to be strictly responsible and accountable for the proper use of their Member's Identification Card at all times. Member's Identification Cards are strictly non-transferable. Under no circumstances is a Member's Identification Card to be used by any person other than the Member.
- (c) Members must not bring any items into a Venue that SACA has determined are not permitted to be brought into a Venue, as notified via the SACA website or other Member publications from time to time.
- (d) Members must comply with the Conditions of Entry to the Venue (as amended from time-to-time) and any other conditions of entry notified to Members.
- (e) Members must not smoke or consume alcohol in any area in or around the Venue designated to be smoke free or alcohol free areas.
- (f) Members must comply with any dress regulations determined by SACA, as set out on the SACA website or in any other Member publication.
- (g) Members must comply with:
  - (i) any reserved seat sticker policy determined by SACA and notified on the SACA website or in any other Member publication; and
  - (ii) the conditions set out on SACA seat reservation stickers.
- (h) When using mobile telephones, Members must be discreet and considerate of others and limit their use to the bare minimum whilst seated in stands during play.
- (i) Members must act with respect to others and not engage in bad language, offensive remarks, intoxication and/or other behaviour deemed by SACA or any SACA Official, at their absolute discretion, to be unacceptable in the circumstances.
- (j) Members must show consideration to others by limiting movement whilst a match or other event is in progress. In particular, Members must:
  - (i) remain seated until an over at a cricket match has been completed; and
  - (ii) wait until an over at a cricket match is completed before returning to their seat.
- (k) If Members wish to listen to a radio or other electronic device, it must be used with an ear piece so as not to be offensive to others or distract players.
- (l) Standing or sitting in aisles or on stairways in the Venue is not permitted due to safety regulations.
- (m) Members must not possess, procure or attempt to procure, purchase or attempt to purchase or consume any alcohol if under the age of eighteen (18). Members must not supply or attempt to supply any alcohol to any Member under the age of eighteen (18).
- (n) Members must comply with any reasonable request or direction of a SACA Official, including but not limited to producing their Member's Identification Card together with their photo identification immediately upon request by a SACA Official and complying

with any applicable Laws, health, safety or security precautions, directions or requirements and/or liquor licensing requirements or conditions.

- (o) Members must observe and comply with any applicable:
  - (i) capacity limits or restrictions for the Venue or areas within the Venue;
  - (ii) health or safety precautions, directions, requirements and/or restrictions;
  - (iii) Laws;
  - (iv) liquor licencing requirements, restrictions, conditions, directions or requests.
- (p) Without limiting by-law 2.10 in Part A, and a Member's accountability for their Associated Person(s), Members must cooperate in identifying and providing contact details for any of their Associated Person(s) upon the request or direction of a SACA Official and/or police or other State authority (including, without limitation, in the event of any actual or suspected breach of the Prescribed Standards).
- (q) If a Member is suspended under clause 5.2 of the Constitution, the Member must comply with any conditions imposed on them during the period of suspension.

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## 2 Interpretation

For the purposes of the Prescribed Standards, a reference to:

- (a) **Laws** means any relevant:
  - (i) Commonwealth, State and local government legislation, including regulations, by-laws, orders, awards and proclamations; and
  - (ii) consents, conditions, licences, permits, approvals, restrictions or requirements, whether of SACA, Cricket Australia, AOSMA and/or any State authority;
- (b) a **Member** shall include:
  - (i) a Member of SACA; and
  - (ii) an Associated Person;
- (c) a **SACA Official** shall include:
  - (i) any Director;
  - (ii) the Chief Executive Officer;
  - (iii) any other SACA employee;
  - (iv) any AOSMA employee;
  - (v) any other person who provides venue services to or for SACA;
  - (vi) any official or employee of or any other person who provides venue services to or for any hirer of the venue; and
  - (vii) any other person to whom the Board and/or Chief Executive Officer (pursuant to clauses 13.6 or 18.2 of the Constitution) delegates authority; and

**Venue** means Adelaide Oval or any other venue used or controlled by SACA or at which an event is held that the Member is granted the right to attend by virtue of their Membership (and includes all entry and exit points, the immediate surrounds and any carparking areas associated with the relevant venue)..

## **Part E - Members Conduct Terms of Reference**

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### **1 Investigation**

- (a) Where an allegation is made to the Chief Executive Officer or where the Chief Executive Officer has reason to suspect that a Member has engaged in any conduct referred to in clause 5.2(a) of the Constitution (other than conduct referred to in clause 5.2(a)(ii)), the Chief Executive Officer may undertake an investigation.
- (b) Where an investigation has been undertaken by the Chief Executive Officer, and the Chief Executive Officer has decided to make a determination, the Member must be notified of the following in writing:
  - (i) that the Member is the subject of an investigation;
  - (ii) the substance of the investigation;
  - (iii) the date on which the Chief Executive Officer will make a determination in respect of the investigation; and
  - (iv) the possible decision(s) that can be made consequent on the making of a determination.
- (c) A Member in respect of whom an investigation has commenced may make a written representation (including the provision of witness statements) to the Chief Executive Officer, which must be delivered to the Chief Executive Officer before the date notified to that Member under by-law 1(b).
- (d) If, after investigation, the Chief Executive Officer determines that the Member has engaged in conduct described in by-law 1(a), the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, decide to do one or more of the following:
  - (i) cancel the Member's Membership;
  - (ii) suspend the Member from Membership for a period as may be determined;
  - (iii) reprimand the Member; or
  - (iv) take no action,and shall notify the Member of the Chief Executive Officer's determination and decision.
- (e) In the event that the Chief Executive Officer determines that an infringement is not established, the Chief Executive Officer shall notify the Member in writing of this determination.

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### **2 Review**

- (a) A Member may request a review of a determination and/or decision of the Chief Executive Officer by giving written notice to the Chief Executive Officer within 10 Business Days of the decision being notified under by-law 1(d), setting out that the Member wishes to have the Chief Executive Officer's decision reviewed. The written notice must be accompanied by a review fee of \$200, which shall be refunded to the Member in the event that the review is successful. A successful review is a review:
  - (i) in which the determination or decision of the Chief Executive Officer is overturned or set aside; or

- (ii) that results in the penalty (i.e. suspension, expulsion or exclusion) being reduced.
- (b) The review will be conducted by a Commissioner. The Commissioner to conduct the review will be appointed by the Chair of the Board from time to time.
- (c) The Chief Executive Officer must notify the Member of the date by which the Commissioner intends to conduct the review.
- (d) The Member may make written submissions in relation to the Chief Executive Officer's determination and/or decision, which must be delivered to the Chief Executive Officer before a date and time notified to that Member in the notice required under by-law 2(c).
- (e) Unless the Commissioner determines that the principles of natural justice otherwise require:
  - (i) the review must be conducted wholly on the basis of:
    - (A) the information considered by the Chief Executive Officer in making the Chief Executive Officer's decision under by-law 1(d) (which, if requested by the Commissioner, the Chief Executive Officer shall record in writing for the Commissioner);
    - (B) any written submissions made by or on behalf of the Member in accordance with by-law 2(d); and
    - (C) any written statements of witnesses, provided they are on oath or affirmation;
  - (ii) the standard of proof is to be on the balance of probabilities;
  - (iii) the Commissioner is not bound by the rules of evidence; and
  - (iv) no party to the proceedings shall be entitled to the discovery of documents.
- (f) If the Commissioner decides to allow a hearing, the Member may attend to give the Member's version of the events being the subject of the determination and/or decision to the Commissioner but may not be represented by a legal practitioner at the hearing other than in those exceptional circumstances where the rules of natural justice would require such representation to be afforded.
- (g) The Commissioner has the same powers and obligations as the Chief Executive Officer under by-laws 1(d) and (e). For the avoidance of doubt, the Commissioner does not have the power to award costs or compensation against either party.

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### **3 Suspension or Cancellation**

- (a) If a Member is suspended, then at the time that the Member is suspended, that Member must immediately hand in their Member's Identification Card (along with any Transferable Associate Card) to the Chief Executive Officer for the period of the suspension. During the period of the suspension:
  - (i) the Member will not be entitled to any rights, benefits or privileges attaching to Membership; and
  - (ii) the Member will not be entitled to and will not:
    - (A) enter the Members' area at Adelaide Oval, Karen Rolton Oval (or other relevant venue(s) as may be determined by SACA from time to time) for cricket or Member events, even as a guest or the bearer of a Transferable Associate Card or Guest Pass;

- (B) hold any office in or be a member of the Board;
    - (C) receive a refund of any Membership Fees paid to SACA;
    - (D) attend or vote at any meeting of Members; or
    - (E) nominate a candidate for election as Director.
  - (b) During a Member's period of suspension, the Member must (if the Member has not already) pay in full the Membership Subscription Fee applicable to the Member (as it becomes due and payable in each year of the period of suspension) and must not apply for any new Membership.
  - (c) If a Member's Membership is cancelled, then:
    - (i) at the time the Membership is cancelled, the person must hand in their Member's Identification Card (along with any Transferable Associate Cards) to the Chief Executive Officer;
    - (ii) the person will lose all rights and benefits of Membership, including, without limitation, rights to:
      - (A) enter the Members' area at Adelaide Oval, Karen Rolton Oval (or other relevant venue(s) as may be determined by SACA from time to time) for cricket or Member events, even as a guest or the bearer of a Transferable Associate Card or Guest Pass for a period as may be determined by the Chief Executive Officer;
      - (B) hold any office in or be a member of the Board;
      - (C) attend or vote at any meeting of Members; and
      - (D) nominate a candidate for election as Director.
    - (iii) the person is not entitled to a refund of any Membership Fees; and
    - (iv) the person may be restricted and prevented from:
      - (A) applying for Membership; and
      - (B) holding any Membership
- for a period as may be determined by the Chief Executive Officer.

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## 4 Delegation

The Chief Executive Officer may delegate any of the Chief Executive Officer's functions or obligations under these Terms of Reference generally or in any particular instance, as the Chief Executive Officer sees fit and any reference in these Terms of Reference to the Chief Executive Officer shall include a reference to a delegate of the Chief Executive Officer.

## Definitions and Interpretation

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### 1 Definitions

In these by-laws, words and phrases defined in the Constitution have the meaning given to them in the Constitution. Unless the subject or context indicates a contrary intention, the following words and expressions have the following meanings:

**Absentee Fee** means the fee payable for placement on the absentee list under Part A by-law 2.7.

**Adelaide Strikers** means the men's and women's cricket teams each known as the "Adelaide Strikers" which participate in the BBL and the WBBL, respectively.

**Associated Person** includes:

- (a) the holder or user of a Transferable Associate Card or Reserved Seat Transferable Associate Card; or
- (b) any person admitted to Adelaide Oval (or such other venue, as the case may be) as a guest of a Member (including, without limitation, the holder of a Guest Pass or any other ticket or pass arising by virtue of Membership).

**Ballot** means a ballot conducted pursuant to clause 11.4 of the Constitution.

**BBL** means the men's competition currently known as the Big Bash League, an Australian men's domestic Twenty20 cricket competition, officially sanctioned by, played under the auspices of and administrated and controlled by Cricket Australia, and includes any other competition or competitions substituted for it.

**Candidate** means any Member who is seeking election to the Board and has completed a Nomination.

**Candidate Statement** means any statement in support of a Candidate's election to the Board issued to Members in accordance with clause 11.4 of the Constitution.

**Constitution** means the constitution of SACA.

**Daily Seat Hold** has the meaning given to that term in Part A by-law 2.4.

**Effective Date** means the date of these by-laws set out on the covering page of these by-laws.

**Entrance Fee** means the fee (if any) payable for admission into a particular class of Membership, as determined by the Board from time to time pursuant to clause 3.3(b) of the Constitution.

**First-Class** means the highest standard of cricket played in South Australia with a duration of three or more scheduled days of play and recognised as first-class by Cricket Australia and for the avoidance of doubt includes matches in the competition known as the Sheffield Shield.

**Guest Pass** has the meaning given to that term in Part A by-law 2.3(a).

**Late Fee** has the meaning given to that term in Part A by-law 2.8(b).

**Member's Identification Card** means a card, token, ticket, document, device, software application or other system or method determined by the Board to evidence that a person is a Member or a Member of a particular class.

**Members Conduct Terms of Reference** means the Member's conduct, investigation and disciplinary standards prescribed from time to time by the Board or its authorised delegate set out in Part E.

**Membership Offer** has the meaning given to that term in Part A by-law 1.15(a).

**Membership Subscription Fee** means such annual fee payable for Membership in a particular class of Membership, as determined by the Board from time to time pursuant to clause 3.3(b) of the Constitution.

**Nomination** means a valid nomination in accordance with clause 11.3(d) of the Constitution.

**Prescribed Area** means any location within the state of South Australia that is within 80 kilometres of the Adelaide General Post Office by the shortest rail or road route.

**Prescribed Standards** means the Members' dress and behaviour standards prescribed from time to time by the Board or its authorised delegate set out in Part D.

**Reserved Seat Transferable Associate Card** has the meaning given to that term in Part A by-law 2.2(b).

**SACA Inc** means the association formerly known as South Australian Cricket Association Incorporated and incorporated under the *Associations Incorporation Act 1985* (SA).

**Transferable Associate Card** has the meaning given to that term in Part A by-law 2.2(a).

**Voting Services Company** means a company whose expertise involves the management and delivery of ballots, elections and other votes.

**Waitlist Fee** means the fee for entry onto a waitlist under Part A by-law 1.14(a), as determined by the Board from time to time pursuant to clause 3.3(b) of the Constitution.

**WBBL** means the women's competition currently known as the Women's Big Bash League, an Australian women's domestic Twenty20 cricket competition, officially sanctioned by, played under the auspices of and administrated and controlled by Cricket Australia, and includes any other competition or competitions substituted for it.

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## 2 Interpretation

- (a) Clause 30 of the Constitution applies as if set out in these by-laws.
- (b) In these by-laws, unless the context indicates a contrary intention, a reference to a by-law is a reference to the relevant by-law appearing within the same Part of these by-laws within which the reference appears.