



AUCKLAND CRICKET ASSOCIATION INCORPORATED

BYLAWS

| | | |
|-----|---|----|
| 1. | <u>MEMBERSHIP</u> | 2 |
| 2. | <u>REGISTRATION OF PLAYERS</u> | 7 |
| 3. | <u>OVERSEAS PLAYERS</u> | 8 |
| 4. | <u>COMPETITIONS</u> | 8 |
| 5. | <u>SUSPENSION BY NEW ZEALAND CRICKET</u> | 12 |
| 6. | <u>REGRADES</u> | 13 |
| 7. | <u>REPLACEMENT OF PLAYERS</u> | 14 |
| 8. | <u>TRANSFERS</u> | 15 |
| 9. | <u>PLAYING CONDITIONS</u> | 16 |
| 10. | <u>REPORTS</u> | 16 |
| 11. | <u>DEFAULTS</u> | 16 |
| 12. | <u>ATTIRE</u> | 18 |
| 13. | <u>LOGOS</u> | 19 |
| 14. | <u>BEHAVIOUR AND CODE OF CONDUCT</u> | 21 |
| 15. | <u>JUDICIAL COMMITTEE AND RULES INTERPRETER</u> | 22 |
| 16. | <u>DEFINITIONS AND INTERPRETATION</u> | 28 |

1. MEMBERSHIP

1.1 Categories of Clubs: The categories of Clubs shall be:

- (a) Principal Clubs; and
- (b) Community Clubs; and
- (c) Standard Clubs.

1.2 Criteria for Principal Club status: The Board of Directors may confer principal status upon any Member Club upon the application of that Member Club if that Member Club, in the opinion of the Board of Directors:

- (a) has a minimum total of 450 playing members in afternoon Senior, youth and secondary school and morning Junior and midget grades;
- (b) has at least eight afternoon Senior Grade Teams (men's or women's) including at least three senior men's two day teams with one team entered in Men's Premier Grade and/or one team entered in Men's Premier Reserve Grade.
- (c) has at least 14 morning junior and/or midget grade teams playing in organised competitions (boys or girls)
- (d) has a pathway from junior to senior cricket through Association youth grades and/or Secondary School cricket that has been approved by the Association management.
- (e) has a MILO junior recruitment program approved by the Association management and meeting the criteria set out by the NZC Development Program.

Note: Playing numbers for organised competitions to be calculated by using a multiplier of 15 players per team for traditional eleven a side and 12 players per team for eight a side.

- (f) has a home ground or grounds with:
 - (i) a minimum of one, but where possible two, turf pitches and outfield; and
 - (ii) an artificial pitch, as approved by the Board of Directors or its authorised official, which is situated next to the main pitch block, or if this is not possible, in proximity to the Member Club rooms, so as to allow full use of the Member Club's facilities, including lunch and tea facilities, such pitch to be of a quality suitable for the playing of games in the Association's Premier Grade Competitions; and
 - (iii) a minimum of one, but where possible two, suitable sightscreens available for use in line with all strips on its' number one turf pitch; and
 - (iv) facilities and practice areas of a standard acceptable to the Board of Directors, in its sole opinion, including, but not limited to:

- (aa) adequate covers of a type approved by the Board of Directors or its authorised official which are able to cover at any one time, both the pitch being used for play in the game designated for that pitch and one pitch width on either side of such designated pitch; and
 - (bb) changing rooms for at least two teams and for umpires;
 - (cc) a scoreboard that is visible from its' number one turf pitch; and
 - (dd) a dedicated scorer and appropriate scoring facilities;
 - (ee) appropriate catering facilities;
 - (ff) appropriate toilet facilities; and
 - (gg) a building capable of being used to provide social activities for at least eighty persons.
- (g) has and maintains a high standard of administration which continues to satisfy each of the following criteria:
- (i) preparation and implementation of a Strategic Plan on a four yearly basis (to commence its cycle one year after the Association's Strategic Plan cycle).
 - (ii) preparation and implementation of an annual Business Plan
 - (iii) preparation of an annual financial budget
 - (iv) preparation of annual reports from management addressing compliance with the annual Business Plan
 - (v) a management structure approved by the Association that
 - (aa) includes an executive board which is elected in accordance with club rules and which is responsible for the management of the club and its employees.
 - (bb) takes overall responsibility for delivery of the Club's business operations to "best practice" standards and for implementation of the Association's "Club is the Hub" requirements as specified from time to time
 - (cc) provides job descriptions and role definitions for all of that Club's employees (including the level of remuneration) and for significant volunteer roles
 - (dd) complies with the annual commitment to wages and salaries stipulated by the Board of Directors in respect of Principal Clubs on an annual basis
 - (vi) preparation of an audited annual report, statement of financial performance and statement of financial position and provision of a

copy of each of the same to the Chief Executive prior to each Annual General Meeting of the Association. The Chief Executive shall provide copies of such report and statements to Board Members;

- (h) develops cricket within its geographical area, by, amongst other things:
 - (i) annually appointing a Premier Grade Men's coach who will prepare and manage the Club's Premier grade Men's team in accordance with the guidelines provided by the Club's administration and in accordance with criteria provided by the Association each season.
 - (ii) actively participating in the management, organisation and control of competitive cricket for players below Secondary School Age;
 - (iii) maintaining, supporting, organising and coaching Teams competing on a regular basis in Junior Grade Competitions;
 - (iv) preparing and coaching players who shall be available for selection as members of a team or teams to be entered into the Association's annual inter-district tournaments for any of the following age groups, or any rearrangements of these age groups as may be determined by the Board of Directors from time to time:
 - (aa) Under Secondary School Age;
 - (bb) Under 15 years;
 - (cc) Under 17 years; or
 - (dd) Under 19 years.
- (i) is actively fostering girls and women's cricket in schools and the community in its geographic area as designated by the Association and either:
 - (i) is providing coaching and playing opportunities for girls and women where possible; or, where not possible
 - (ii) is actively directing girls and women to the nearest Principal Club that can provide coaching and playing opportunities; and
- (j) is providing coaching services to Club members, as prescribed by the Association from time to time through its incentive schemes, or otherwise; and
- (k) is providing the Association with talent identification information on prospective representative players, as prescribed by the Association from time to time; and
- (l) has established a liaison with each secondary school in its geographic area as designated by the Association, and is providing to those schools services of such prescription and quality as may be determined by the Association from time to time; and
- (m) notifies the Board of Directors in writing of any circumstances, financial or otherwise, that may arise from time to time which affect, or could affect its ability to comply with the criteria contained in this bylaw 1.2.

- 1.3 **Benefits of Principal Club status:** A Principal Club shall be entitled to apply to
- (a) Enter one team in the Men's Premier and one team in the Men's Premier Reserve Grade competitions.
 - (b) Receive the annual Principal Club management grant at the level determined by the Association Board of Directors.
 - (c) Receive an annual Grant at a level determined by the Association management within guidelines provided by the Board of Directors on an annual basis.
- 1.4 **Removal of Principal Club status:** If, in the sole opinion of the Board of Directors, a Principal Club fails to comply, or to continue to comply, with one or more of the criteria contained in bylaw 1.2, the Board of Directors may give notice to the Principal Club by no later than 31 May in any year requiring it to remedy all such failures. If the Principal Club has not remedied all such failures within 12 months from the date the notice given in accordance with this bylaw to the satisfaction of the Board of Directors, the Board of Directors may remove the Principal status of that Club by notice to that Club, such removal to be effective from the date of such notice. If Principal status is removed from a Club in accordance with this bylaw, that Club shall be a Community Club.
- 1.5 **Criteria for Community Club status:** The Board of Directors may confer Community status upon any Member Club upon the application of that Member Club if that Member Club, in the opinion of the Board of Directors:
- (a) has a minimum total of 150 playing members in afternoon Senior, youth and secondary school and morning Junior and midget grades
 - (b) has at least four senior teams (men's or women's) in regular competitions as approved by ACA.
 - (c) has at least four morning junior and/or midget grade teams playing in organised competitions (boys or girls)
 - (d) has a pathway from junior to senior cricket through the Association youth grades and/or secondary school cricket that has been approved by the Association management.
 - (e) Has a MILO junior recruitment program approved by the Association management and meeting the criteria set out by the NZC Development Program.
- Note: Playing numbers for organised competitions to be calculated by using a multiplier of 15 players per team for traditional 11 a side and 12 players per team for eight a side.*
- (f) has a home ground or grounds with:
 - (i) a minimum of one, but where possible two, turf pitches and outfielders; and
 - (ii) facilities and practice areas of a standard acceptable to the Board of Directors, in its sole opinion, including, but not limited to:
 - (aa) changing rooms for at least two teams and for umpires;

- (bb) a scoreboard that is visible from its' number one pitch; and
 - (cc) appropriate toilet facilities; and
 - (dd) a building capable of being used to provide social activities for at least forty persons.
 - (g) has an acceptable standard of volunteer administration which meets all relevant requirements of the Association
 - (h) develops cricket within its geographical area, by, amongst other things:
 - (i) actively participating in the management, organisation and control of competitive cricket for players below Secondary School Age;
 - (ii) maintaining, supporting, organising and coaching Teams competing on a regular basis in Junior Grade Competitions;
 - (iii) preparing and coaching players who shall be available for selection as members of a team or teams to be entered into the Association's annual inter-district tournaments for any of the following age groups, or any rearrangements of these age groups as may be determined by the Board of Directors from time to time:
 - (aa) Under Secondary School Age;
 - (bb) Under 15 years;
 - (cc) Under 17 years; or
 - (dd) Under 19 years.
 - (i) is providing coaching services to Club members, as prescribed by the Association from time to time through its incentive schemes, or otherwise; and
 - (j) is providing the Association with talent identification information on prospective representative players, as prescribed by the Association from time to time; and
 - (k) notifies the Board of Directors in writing of any circumstances, financial or otherwise, that may arise from time to time which affect, or could affect its ability to comply with the criteria contained in this bylaw 1.4.
- 1.6 The Board of Directors shall review and monitor Community Club status on an annual basis.
- 1.7 **Benefits of Community Club status:** A Community Club shall be entitled to apply to:
- (a) receive an annual Grant at a level determined by the Association management within guidelines provided by the Board of Directors.

- (b) enter a team in Premier Reserve Grade provided that team has qualified on merit by either winning the competition below Premier Reserve or through loss of Principal Club status.
- (c) form a 'feeder club' relationship with a neighbouring Principal Club. Under such an arrangement any player registered with the Community Club may also be selected to play for the Premier team (or Premier Reserve team if the Community Club does not have a Premier Reserve team itself) of the Principal Club for one or more games without prejudicing his right to play once again for the Community Club that season. Any 'feeder club' relationship must be registered with, and approved by, the Association at the beginning of the season.

1.8 **Removal of Community Club status:** If, in the sole opinion of the Board of Directors, a Community Club fails to comply, or to continue to comply, with one or more of the criteria contained in bylaw 1.5, the Board of Directors may give notice to the Community Club by no later than 31 May in any year requiring it to remedy all such failures. If the Community Club has not remedied all such failures within 12 months from the date the notice given in accordance with this bylaw to the satisfaction of the Board of Directors, the Board of Directors may remove the Community Club status of that Club by notice to that Club, such removal to be effective from the date of such notice. If community status is removed from a Club in accordance with this bylaw, that Club shall be a Standard Club.

1.9 **Promotion to Principal Club status:** Should a Community Club believe at any time that it fulfils all Principal Club criteria it may apply to the Board of Directors for a change of its status to that of Principal Club. At such time the Board of Directors shall review such an application and make a decision on the Club's status.

1.10 **Standard Club:** Any Club that does not meet the criteria for Principal Club or Community Club but takes part in any Association competitions shall be a Standard Club.

1.11 **Affiliation of Standard Club to Community Club or Principal Club:** In any Season, for the duration of that Season, a Standard Club may affiliate with a Principal Club or a Community Club, with the consent of the Principal Club or the Community Club. Notice of any affiliation under this clause shall be given by the Standard Club to the Association. Upon such notice being received by the Association, the Standard Club may, notwithstanding bylaw 4.6, enter a maximum of one Team in each of the Premier Reserve and Senior A Grades of the Two Day Competition and the Limited Over Competition provided, however, that if the Principal Club or Community Club with which the Standard Club has affiliated has entered a Team in any such Grade, then the Standard Club shall not be entitled to enter a Team into that Grade.

2. REGISTRATION OF PLAYERS

2.1 **Registration of player:** No player shall play in any Team during a Season unless that player is registered with the Association as a player for that Season in accordance with this bylaw.

2.2 **List of players:** Registration of a player for the purpose of bylaw 2.1 shall be effected:

- (a) by his inclusion in a list of players in the relevant Team, provided by his Club to the Association at least 7 days before the commencement in each Season of

the relevant Competition on such form as may be required by the Chief Executive from time to time; or

- (b) if a player joins a Team after the commencement of the relevant Competition and he has not been previously registered with the Association in accordance with this bylaw 2.2, by his Club notifying the Association on such form as may be required by the Chief Executive from time to time; and
- (c) at the time the Association receives notification in accordance with bylaw 2.2(a) and bylaw 2.2(b).

- 2.3 **Prohibition on playing:** If a player owes money to a Club, he shall not play for any other Club until the Association has received notification from the first Club that all outstanding sums have been paid, or that a settlement has been reached by that Club and the player in respect of payment.
- 2.4 **Notification by Clubs:** Where reasonably practicable, each Club shall provide the Association with a written list of players who owe money to that Club, at the end of each Season.
- 2.5 **Consent of players:** Prior to registering any player in accordance with bylaw 2.2, a Club shall obtain the consent of that player to such registration.
- 2.6 **Junior Grade players:** If, at any time, the Board of Directors requires proof of age, a player shall provide such proof of age as is satisfactory to the Board of Directors, in its sole opinion.

3. OVERSEAS PLAYERS

- 3.1 **Premier Grade:** Each Club may include a maximum of one Overseas Player in each of its Teams entered in a Premier Grade.
- 3.2 **No restriction for other Grades:** A Club may include more than one Overseas Player in any Team entered in any Competition other than in a Premier Grade.
- 3.3 **Registration as Overseas Player:** The fact that a player is an Overseas Player must be specified on the relevant form at the time of registration of such Overseas Player in accordance with bylaw 2.2.

4. COMPETITIONS

- 4.1 **Men's Grades:** Subject to these bylaws, the Board of Directors shall determine the Men's Grades and the Competitions for the Men's Grades.
- 4.2 **Women's Grades:** Subject to these bylaws, the Board of Directors shall determine the Women's Grades and the Competitions for the Women's Grades.
- 4.3 **Junior Grades:** Subject to these bylaws, the Board of Directors shall determine the Junior Grades and the Competitions for the Junior Grades.
- 4.4 **Entries:** Subject to bylaw 4.6, a Club may enter a Team or a number of Teams in each Competition in accordance with bylaw 4.5. The Board of Directors or its authorised

official may, in its absolute discretion, refuse or regrade any entry of a Team received from a Club, and must immediately notify that Club of its decision.

- 4.5 **Entry procedure:** A Club shall give notice in writing to the Chief Executive specifying the Team or Teams which that Club wishes to enter into each Competition. Notice of entry must be received by the dates, if any, specified from time to time by the Board of Directors and notified to each Club. Each Club that has given a notice of entry under this clause shall pay the entry and registration fees for the relevant competition from time to time set by the Board of Directors prior to the commencement of the relevant Season or at such other times as the Board of Directors may, from time to time, determine.
- 4.6 **Entry restrictions:** Each Principal Club may enter a maximum of one Team in any Grade of Two Day Competition or Limited Over Competition provided that at the discretion of the Board of Directors or its authorised official any Principal Club may be permitted to enter more than one Team in any such Grade if a Team from another Principal Club has withdrawn from that Grade leaving an odd number of Teams in that Grade, or if for any other reason it is deemed that the inclusion in that Grade of an additional Team or Teams from that Principal Club would be appropriate. Community Clubs shall be subject to the same entry restrictions as Principal Clubs except that a Community Club shall not be entitled to enter any Team in the Men's Premier Grade. Standard Clubs shall not be entitled to enter Teams in any of these Grades except with the approval of the Board of Directors or its authorised official.
- 4.7 **Points system:** The Club Cricket Advisory and Recommendation Group shall recommend to the Board of Directors, and the Board of Directors and the Council of Club Chairpersons shall determine, the basis on which points will be awarded in respect of each Competition and the Board of Directors shall advise all Clubs of such determination prior to the commencement of the relevant Competition.
- 4.8 **Club Championship:** At the completion of each Season, the Board of Directors shall award the title of:
- (a) Major club champion to the Principal Club which has:
- (i) six or more Teams in Men's Grade Competitions during the relevant Season; and
 - (ii) the highest points among the Principal Clubs referred to in subclause (i), which points shall be determined in the following manner:
 - (aa) Identify the points, if any, gained by each of its Teams, participating in any Grade of a One Day Competition, Limited Over Competition or Two Day Competition during the relevant Season as follows (with the exception of the Men's Premier and Premier Reserve Grades):

| | | |
|-------|------------------------------|-------------|
| (i) | 1 st in any Grade | 100 points |
| (ii) | 2 nd in any Grade | 87.5 points |
| (iii) | 3 rd in any Grade | 75 points |
| (iv) | 4 th in any Grade | 62.5 points |
| (v) | 5 th in any Grade | 50 points |

| | | |
|--------|------------------------------|-------------|
| (vi) | 6 th in any Grade | 37.5 points |
| (vii) | 7 th in any Grade | 25 points |
| (viii) | 8 th in any Grade | 12.5 points |
| (ix) | Lower than 8 th | 0 points |

Identify the points, if any, gained by each of its Teams, participating in the Men's Premier and Premier Reserve Grades):

| | | |
|--------|-------------------------------|--------------|
| (i) | 1 st in any Grade | 100 points |
| (ii) | 2 nd in any Grade | 91.67 points |
| (iii) | 3 rd in any Grade | 83.33 |
| (iv) | 4 th in any Grade | 75 points |
| (v) | 5 th in any Grade | 66.67 points |
| (vi) | 6 th in any Grade | 58.33 points |
| (vii) | 7 th in any Grade | 50 points |
| (viii) | 8 th in any Grade | 41.67 points |
| (ix) | 9 th in any Grade | 33.33 points |
| (x) | 10 th in any Grade | 25 points |
| (xi) | 11 th in any Grade | 16.67 points |
| (xii) | 12 th in any Grade | 8.33 points |

(bb) The points identified pursuant to (aa) shall be weighted by multiplying those points by the factor for the relevant Grades as set out below:

| | | |
|-------|---|---------------|
| (i) | Limited Over Competition, Premier Grade | Points x 2.0 |
| (ii) | Two Day Competition, Premier Grade | Points x 2.0 |
| (iii) | Limited Over Competition, Premier Reserve Grade | Points x 1.25 |
| (iv) | Two Day Competition, Premier Reserve Grade | Points x 1.25 |

- (v) Women's Competition, Premier Points x 1.5
Grade
- (cc) Subject to (dd) and (ee) below, the aggregate points for each Principal Club shall be determined by totalling the points calculated in accordance with sub-paragraphs (aa) and (bb) for the 7 Teams within that Principal Club which have the highest finishing order in their respective Competition in the relevant season; provided that those Teams, or such lesser number of Teams if a Principal Club does not have 7 Teams entered in Competitions in that season, shall include a Team, where such Principal Club has such a Team, from each of the following categories:
- (i) Limited Over Competition and Two Day Competition, Premier Grade Men;
 - (ii) Limited Over Competition and Two Day Competition, Premier Reserve Grade Men;
 - (iii) Limited Over Competition and Two Day Competition, Senior A Grade Men;
 - (iv) Limited Over Competition and Two Day Competition, Senior B Grade Men;
 - (v) Women's Competition, Premier Grade (or highest finishing other senior Women's Grade Team if there is no Premier Grade Women's Team);
 - (vi) A sufficient number of Teams from any other Grades, in the highest finishing order, so as to make the total number of Teams up to 7, or such lesser number of Teams as that Principal Club has entered in Competitions in that season.
- (dd) Where any Principal Club has not entered a Team in any senior Women's Grade Competition, the maximum number of Teams which may be included in the aggregate of points for such Club shall be 6, or in the case of a Club which does not have 7 Teams in Competitions in that season, to a number being one less than the number of Teams entered in Competitions in that season by that Club.

- (ee) Any point penalties imposed upon any club in accordance with bylaws 10 shall be deducted from the aggregate points so calculated.
- (b) Minor club champion to the Community Club or Standard Club which has:
 - (i) two or more Teams during the relevant Season; and
 - (ii) the highest average points per Team among the Community Clubs or Standard Clubs referred to in subclause (i), as determined in the following manner:
 - (aa) The points, including match points and bonus points, if any, gained by each of its Teams participating in a Competition during the relevant Season, shall be aggregated;
 - (bb) Any point penalties imposed on that Club in accordance with bylaws 10 or 11 shall be deducted from the aggregate points calculated under paragraph (aa); and
 - (cc) The total points of the Club shall be divided by the total number of matches played by all of its Teams participating in a Competition during the relevant Season.

4.9 Awards of special cups: At the end of each season:

- (a) the Riddolls Cup shall be awarded by the Board of Directors to the player in a Men's Grade who, in the opinion of the Board of Directors, showed the most improvement in the Premier Grade during that Season;
- (b) the McKenzie Cup shall be awarded by the Board of Directors to the player in a Women's Grade who, in the opinion of the Board of Directors, showed the most improvement in the Premier Grade during that Season;
- (c) the Grosvenor Cup shall be awarded by the Umpires' Association to the Men's Grade Team in the Premier Grade which, in the opinion of the Umpires' Association, is the best and fairest of the Teams participating in the Premier Grade during that Season;
- (d) the Carson Cup shall be awarded by the Board of Directors to the person who, in the opinion of the Board of Directors, made the greatest playing and/or administrative contributions, on and off the field, during that Season, to a Club or the Association. A Club may nominate in writing, within a reasonable time after the completion of the relevant Season, a person who it thinks is suitable for such an award, but the Board of Directors shall have no obligation to award the Carson Cup to any person so nominated; and
- (e) all other cups and trophies at the disposition of the Association shall be awarded to such individuals, Teams or Clubs as the Board of Directors may, from time to time, decide.

5. SUSPENSION BY NEW ZEALAND CRICKET

- 5.1 Suspension of player:** If a player is suspended from playing cricket by or on behalf of New Zealand Cricket, that player shall be deemed to have been suspended by the Board of Directors from playing in any Team or in any Competition until such time as

the suspension is lifted by New Zealand Cricket, or the deemed suspension is lifted by the Board of Directors.

6. REGRADES

6.1 **Permitted Play:** For the duration of a Season, a player may only play in:

- (a) the Team in respect of which he is first registered for that Season in accordance with bylaw 2.2; or
- (b) a Team to which he transfers, if:
 - (i) the Team to which he transfers and the Team from which he is transferring are both:
 - (aa) entered in a Two Day Competition, and the Team to which he is transferring either is of a Grade higher than the Grade of the Team from which he is transferring, or is one Grade immediately below the Grade of the Team from which he is transferring; or
 - (bb) entered in a Limited Over Competition, and the Team to which he is transferring either is of a Grade higher than the Grade of the Team from which he is transferring, or is one Grade immediately below the Grade of the Team from which he is transferring; or
 - (cc) entered in a One Day Competition, and the Team to which he is transferring either is of a Grade higher than the Grade of the Team from which he is transferring, or is either one or two Grades immediately below the Grade of the Team from which he is transferring; or
 - (ii) he is transferring from a Premier Grade Team entered in a Limited Over Competition to a Team entered in a lower Grade of Limited Over Competition; or
 - (iii) he is a Junior Grade player and is transferring from one Junior Grade Team to another Junior Grade Team; or
 - (iv) he is transferring from a Team of a Junior Grade to a Team of a Men's Grade or of a Women's Grade; or
- (c) a Team, other than a Team which is specified by bylaw 6.1(b)(i) – (iv), to which he transfers and in respect of which he obtains a regrade in accordance with this bylaw; or
- (d) a Team entered in a Two Day Competition, which is not a Team specified in bylaws 6.1(a)-(c) and for which he shall only play one match, after which he shall continue to play for his normal Team, provided that his normal Team is entered in a One Day Competition.

6.2 **Restriction on Play:** Notwithstanding bylaws 6.1 and 6.3(c), no player shall play:

- (a) subject to bylaw 7, for the same Club twice against any other Team in the same Competition round; nor

- (b) in more than one Competition on the same day; nor
- (c) in any other round of matches before completion of the round of matches in which he first began play. For the purposes of this subclause, the times of commencement and completion of a round of matches shall be the times set down by the Association, and shall not be the actual times of commencement or completion of such round.

6.3 **Necessity for regrade:** Without limiting the generality of bylaw 6.1(c), a player shall require a regrade in accordance with bylaw 6.4 if:

- (a) he plays in a Two Day Competition and transfers into a Team entered in any Two Day Competition for any Grade below the Grade from which he is transferring other than the Two Day Competition for the Grade immediately below the Grade from which he is transferring;
- (b) he plays in a One Day Competition and transfers into a Team entered in:
 - (i) any Two Day Competition for any Grade even if he has played for a Team entered in a Two Day Competition previously during the Season; or
 - (ii) any One Day Competition for any Grade below the Grade from which he is transferring other than the one Day Competitions for the two Grades immediately below the Grade from which he is transferring; or
- (c) his Club has more than one Team in a Competition for a Grade, and he is transferring from one such Team in a Competition for a Grade to another such Team in the same Competition for the same Grade.

6.4 **Consent of regrades:** Each application for a regrade shall be made to the Board of Directors or its authorised official who will be available at the Office up to 3.00pm on the last working day prior to the commencement of the particular match in which the player wishes to play. An application under this clause must state the name of the player, the Grades involved and the reason for the request, and must be signed by a selector or secretary of the player's Club. The Board of Directors or its authorised official shall have sole discretion in respect of granting a regrade.

7. REPLACEMENT OF PLAYERS

7.1 **Selection of player:** If a player in a Men's Premier Grade Two Day Competition is unable to play one day of a match, he may not play the other day of that match, unless:

- (a) his ability to play arises as a result of:
 - (i) his selection in a Representative Match; or
 - (ii) him being one of a maximum of two players in that Team who is unable to play for reasons other than representative selection; and
- (b) such player's Team captain has, prior to the commencement of the first day of the match and at the same time as team lists are exchanged in accordance with any regulations made pursuant to bylaw 9.1, notified the opposing Team's captain of:
 - (i) any such situation;

- (ii) the name of such player; and
- (iii) the name of any replacement player pursuant to bylaw 7.2.

- 7.2 **Replacement of player:** If, in accordance with bylaw 7.1, a player in a Two Day Competition is to play only one day of a match of a Two Day Competition, his Club may use a replacement player in his stead for the other day of such match, subject to such replacement player obtaining a regrade in accordance with these bylaws, if required. Such replacement player may participate fully in such match. If such replacement player, for any reason, does not play in such match, he shall not play in any other match on the relevant day except as provided in clause 7.4.
- 7.3 **Replacement of player in lower Teams:** If a Club uses a replacement player or replacement players from another Team pursuant to bylaw 7.2, another player or players from that Club may play for that Team, subject to that other player or players obtaining a regrade in accordance with these bylaws, if required. If a player is used as a substitute for another player in accordance with this bylaw, any other player from that Club may play for the Team for which that player normally plays, subject to that other player obtaining a regrade in accordance with these bylaws, if required.
- 7.4 **Original player's availability:** Should the player to be replaced pursuant to clause 7.2 become available to play in the relevant match, he shall play in that match and the replacement player shall play in the match in which he was originally to have played. If the replacement player was not scheduled to play in any other match on the relevant day, he shall not play in any match on that day.
- 7.5 **Player Interchange for Promotion/Relegation matches:** A player shall not be eligible to be selected for a Club Team involved in an Association match affecting the promotion/relegation of that Team, if being a player who usually plays in an Association Grade higher than the Grade of the Team involved in the promotion/relegation match, he is not a member of that Club and he has not played a minimum of 5 Association matches for that Team during the relevant Season.

8. TRANSFERS

- 8.1 **Transfer of players:** Subject to bylaw 8.2, during a Season, a player may transfer from one Club to another Club by:
- (a) applying, on a form prescribed by the Chief Executive from time to time and signed by either the secretary or chairman of both Clubs, to the Board of Directors or its authorised official; and
 - (b) obtaining a regrade in accordance with these bylaws, if required.
- 8.2 The Club from which the player is transferring shall not refuse to sign the form specified in subclause (a) above if the player is a financial member of that Club at the time of the proposed transfer. The Board of Directors or its authorised official may, in its sole discretion, accept the form specified in subclause (a) without the signature of both Clubs affixed to it.
- 8.3 **Application for transfer:** Upon receipt of an application made in accordance with clause 8.1(a), the Board of Directors or its authorised official shall, after a period of no less than 14 days, notify the player and the Clubs of its decision in respect of the application.

8.4 **Refusal of transfer:** The Board of Directors or its authorised official may, in its sole discretion, decline any application for transfer by a player made in accordance with bylaw 8.1.

8.5 **Effect of transfer:** A player who has transferred Clubs in accordance with this section or who has transferred to a Club from a club which is not a Member shall not play in a final match or semi-final match for the Club to which he transferred unless he has, since the date of his transfer, played for that Club in at least two Association matches.

9. PLAYING CONDITIONS

9.1 **Playing Conditions:** The Chief Executive may, from time to time, make such regulations in respect of playing conditions for Competitions or tournaments organised under the auspices of the Association as he thinks necessary. Any such regulations shall take effect as if they were bylaws made in accordance with the Rules, except to the extent that they are inconsistent with these bylaws or the Rules, in which case these bylaws or the Rules, as the case may be, shall take precedence.

10. REPORTS

10.1 **Umpires' reports:** The umpires officiating at each match in a Competition shall complete a report on the match at which they officiated and shall lodge it at the Office no later than 5pm on the Thursday following completion of the relevant match.

10.2 **Pitch reports:** In every Premier Grade, Premier Reserve Grade and Senior A Grade match in a Men's Grade Competition, and in every Premier Grade match in a Women's Grade Competition, each Team captain, and the umpires jointly, shall complete a pitch report and shall lodge it at the Office no later than 5pm on the Thursday following completion of the relevant match.

10.3 **Match result reports:** The result of each match in each Competition shall be entered on to a result sheet of a form prescribed by the Chief Executive from time to time, and signed by a Team captain or an official of the Team's Club and shall be lodged at the Office no later than 5pm on the Thursday following completion of the relevant match.

10.4 **Captains' reports:** In every Premier Grade, Premier Reserve Grade and Senior A Grade match in a Men's Grade Competition, and in every Premier Grade match in a Women's Grade Competition to which an official umpire was appointed, the Team captains shall complete a report on the umpires performance and shall lodge it at the Office no later than 5pm on the Wednesday following completion of the relevant match. The designated home Team captain is responsible for the completion and return of this report

10.5 **Non-compliance:** If a Team captain, or an official of the Team's Club, as the case may be, breaches bylaw 10.2, 10.3 or 10.4 his or her Club shall incur penalties as determined from time to time by the Board of Directors. Such penalties shall be advised to clubs prior to the commencement of any season. The Board of Directors may, in its absolute discretion, waive any penalty under this clause.

11. DEFAULTS

11.1 **No defaults:** No Club shall allow any of its Teams to default a match in any Grade of any Competition.

11.2 **Penalties for defaults:** If a Team in any Grade defaults a match for any reason the following penalties shall be incurred:

(a) One Day Competition

(i) First default:

- the Team defaulting shall forfeit 3 Competition points. Its Club shall receive a written warning of the consequences of a further default.

(ii) Second default:

- the Team defaulting shall forfeit 6 Competition points (in addition to the 3 points already forfeited under the first default) and its Club shall receive a final written warning.

(iii) Third default:

- the Team defaulting shall be debarred from participating in the remainder of the Competition. The match fees already paid for that Team to the Association shall not be refunded to its Club or, alternatively, if the match fees have not been paid, they shall remain payable by the Club to the Association.

(b) Two Day Competition or Limited Over Competition

(i) First default

- the Team defaulting shall forfeit 6 Competition points. Its Club shall pay a fine of \$150 to the Association and receive a written warning of the consequences of a further default.

(ii) Second default

- the Team defaulting shall forfeit 12 Competition points (in addition to the 6 points already forfeited under the first default). Its Club shall pay a further fine of \$150 to the Association and receive a final written warning.

(iii) Third default

- the Team defaulting shall be debarred from participating in the remainder of the Competition. Its Club shall pay a further fine of \$150 to the Association. The match fees already paid for that Team to the Association shall not be refunded to its Club, or, alternatively, if the match fees have not been paid they shall remain payable by the Club to the Association.

11.3 **Waiver of forfeiture or payment:** Notwithstanding the provisions of bylaw 11.2, the Chief Executive may, in his absolute discretion, waive any forfeiture or payment required under that bylaw.

11.4 **Other consequences of a default:** If a Team defaults a match the Team against which it would otherwise have played shall be awarded, in the case of a match in a One Day Competition or in a Two Day One or Two Day Two Grade, the points awarded for a win and in the case of a match in a Two Day Competition (other than a Two Day One or

Two Day Two Grade) or a Limited Overs Competition, the points equivalent to the highest number of points awarded to any other Team playing a match in the same round of matches in the same grade of that Competition.

- 11.5 **Other consequences of a debarment:** If a Team is debarred under bylaw 11.2 from taking part in a Competition, all points gained by any other Team in a match played against the debarred Team in any previous round of the Competition shall be erased from the total Competition points gained by such other Team, and where a bye in the Competition draw now exists by reason of the debarment, no points shall be gained by Teams for any matches which they would have played against the debarred Team, but for its debarment.

12. ATTIRE

- 12.1 **Match Attire:** Subject to the provisions of bylaw 13, in all Association tournaments and in all Grades of all Competitions, each player shall wear white or cream clothing and predominantly white boots or white shoes provided that with the prior consent of the Chief Executive or his authorised representative a player may wear coloured clothing which is in keeping with the traditions of cricket and which is worn by every other player of the Team of which he or she is a member as the uniform of that Team.

- 12.2 **Penalties for failure to wear appropriate Match Attire:** If a player, Team or Club fails to obtain the consent required in bylaw 12.1 before wearing coloured clothing or if in the opinion of the Chief Executive or his authorised representative a player otherwise fails to comply with the requirements of that bylaw, the following penalties shall be incurred:

(a) First Infringement:

- the Club with which the player or Team is registered shall receive a written warning.

(b) Second Infringement

- the Team, or the Team of which the player is a member, shall forfeit 3 Competition points and its Club will receive a final written warning.

(c) Third Infringement

- the Team, or the Team of which the player is a member, shall be debarred from participating in the remainder of the Competition. The match fees already paid for that Team to the Association shall not be refunded to its Club, or, alternatively, if the match fees have not been paid they shall remain payable by the Club to the Association.

- 12.3 **Waiver of forfeiture:** The Chief Executive may, in his absolute discretion, waive any forfeiture required under this clause.

- 12.4 **Other consequences of a debarment:** If a Team is debarred under bylaw 12.2 from taking part in a Competition, all points gained by any other Team in a match played against the debarred Team in any previous round of the Competition shall be erased from the total Competition points gained by such other Team, and where a bye in the Competition draw now exists by reason of the debarment, no points shall be gained by Teams for any matches which they would have played against the debarred Team, but for its debarment.

13. LOGOS

13.1 **Two Day Competition:** A player playing in a match in a Two Day Competition may wear:

- (a) one logo, being not more than 7cm square, bearing a sponsor's name or emblem on:
 - (i) his right shirt front, his shirt sleeves and shirt collars; and/or
 - (ii) the side of his cap or hat; and
- (b) his club insignia, being not more than 7cm square, on:
 - (i) his left shirt front;
 - (ii) his jersey front; and/or
 - (iii) the front panel of his cap or hat; and
- (c) unrestricted branding on:
 - (i) the side of his helmet;
 - (ii) his bat, gloves, boots and shoes;
 - (iii) his armguards;
 - (iv) his head band; and/or
 - (v) his sunglasses.

13.2 **Limited Over Competition:** A player playing in a match in a Limited Over Competition may wear:

- (a) one logo, being not more than 7cm square, bearing a sponsor's name or emblem on:
 - (i) his right shirt front, his shirt sleeves and his shirt collars; and/or
 - (ii) the side of his cap or hat; and
- (b) one logo, being not more than 30cm x 25cm, bearing a sponsor's name or emblem on:
 - (i) the back of his shirt; and/or
 - (ii) the back of his jersey; and
- (c) one club insignia, being not more than 7cm square, on:
 - (i) his left shirt front;
 - (ii) his jersey front; and/or
 - (iii) the front panel of his cap or hat; and

- (d) unrestricted branding on:
 - (i) the side of his helmet;
 - (ii) his bat, gloves, boots and shoes;
 - (iii) his armguards;
 - (iv) his head band and wrist bands; and
 - (v) his sunglasses.

13.3 One Day Competition: A player in a match in a One Day Competition may wear:

- (a) one logo, being not more than 7cm square, bearing a sponsor's name or emblem on:
 - (i) his right shirt front, his shirt sleeves and his shirt collars; and/or
 - (ii) the side of his cap or hat; and
- (b) one logo, being not more than 30cm square, bearing a sponsor's name or emblem on:
 - (i) the back of his shirt; and/or
 - (ii) the back of his jersey; and
- (c) one club insignia, being not more than 7cm square, on:
 - (i) his left shirt front;
 - (ii) his jersey front; and/or
 - (iii) the front panel of his cap or hat; and
- (d) unrestricted branding on:
 - (i) the side of his helmet;
 - (ii) his bat, gloves, boots and shoes;
 - (iii) his armguards;
 - (iv) his head band and wrist bands; and/or
 - (v) his sunglasses.

13.4 Restriction on advertising: A player shall not wear his sponsor's logos or other advertising on his attire or equipment if, in the opinion of the Board of Directors, that advertising conflicts with the activities of the Association's official sponsors.

14. BEHAVIOUR AND CODE OF CONDUCT

14.1 Behaviour: All players, Team officials and other persons present at a ground at which a match is being conducted shall ensure that the match is played in accordance with the spirit of the game and within the Laws of Cricket. Clubs shall be responsible for the behaviour of their Teams, officials, players and supporters. A captain of a Team shall be responsible for the behaviour of the players in his or her Team and their supporters.

14.2 Code of Conduct: Without in anyway limiting or derogating from the effect of clause 14.1, all players and umpires shall be bound by the Code of Conduct as follows:

- (a) players shall not indulge in unacceptable behaviour on any part of the cricket ground including the field of play. Unacceptable behaviour shall be any behaviour determined from time to time by the Board of Directors or the Judicial Committee to be unacceptable and shall include, without limitation:
 - (i) a player assaulting or attempting to assault an umpire;
 - (ii) a player abusing an umpire or criticising or disputing, as distinct from reasonably questioning, an umpire's decision, or reacting in an obviously provocative or disapproving manner towards either an umpire, his decision, or generally following an umpiring decision;
 - (iii) a player failing to comply with the instructions of an umpire;
 - (iv) a player using crude and/or abusive language, or engaging in conduct detrimental to the spirit of the game of cricket;
 - (v) a player using crude or abusive hand signals;
 - (vi) a player assaulting, attempting to assault, or abusing another player;
 - (vii) a player assaulting, attempting to assault, or unreasonably or unnecessarily abusing a spectator; and
 - (viii) a player generally behaving in a manner which might bring an umpire or the game of cricket into disrepute;
- (b) players shall not infringe the provisions relating to logos on attire and equipment contained in bylaw 13;
- (c) players shall not make any public announcement or media comment or engage in any conduct prejudicial to the interests of the Association or the game of cricket or which may bring the game of cricket or any player or group of players or any Club or the Association into disrepute; and
- (d) players and umpires shall not smoke, or drink alcoholic beverages, on the playing field.

14.3 Unacceptable behaviour: If a player engages in unacceptable behaviour, as specified in the Code of Conduct, or otherwise acts in breach of the Code of Conduct or the Laws of Cricket, an umpire observing the unacceptable behaviour or act shall report the matter to the other umpire and to the player's captain, requesting the latter to take action. The umpires

may report such player in accordance with the provisions of bylaw 15, and where possible, those umpires shall advise the player or players concerned and his or their Team captain of their intentions.

15. JUDICIAL COMMITTEE AND RULES INTERPRETER

15.1 Definitions: In this bylaw 15:

"Applicant" means, in respect of any Application, the person who makes the application to the Chief Executive.

"Application" means any application made to the Chief Executive in accordance with bylaw 15.4.

"Hearing" means a hearing arranged and conducted by the Judicial Committee in respect of any Application in accordance with bylaws 15.8 – 15.12.

"Judicial Chairman" means the chairman for the time being of the Judicial Committee.

"Subject" means, in respect of any Application, the Club or person named, or if the name of the person is unknown then the person referred to, in the Application by the Applicant as having breached any of the Rules or any of these bylaws.

"Telephone Conference" means a Telephone Conference arranged and conducted by a member of the Judicial Committee in respect of an Application in accordance with bylaws 15.6 and 15.7.

15.2 Matters to be referred: The following matters may be the subject of an Application:

- (a) any breach of the Rules or these bylaws, including without limitation any breach of bylaws 14.1 or 14.2;
- (b) any unacceptable behaviour as specified in the Code of Conduct;
- (c) any alleged mutual declaration which is required to be reported under any regulations made in accordance with bylaw 9.1; or
- (d) subject to bylaw 15.9, any appeal from a determination of the Rules Interpreter.

15.3 Applications: Any Applicant must be one of the following persons:

- (a) any official umpire officiating in the match in which the incident the subject of the Application occurred
- (b) the Club Manager or Chairman of either of the Clubs to which a Team which was playing in the match in which the incident the subject of the Application occurred, belongs
- (c) the CEO of the Association
- (d) any party affected by a decision of the Rules Interpreter.

15.4 Applications: An Application:

- (a) must be in writing and signed by the Applicant;
- (b) must contain reasonable details of the circumstances giving rise to the Application; and
- (c) must be received at the Office not later than 5pm on the Tuesday following the occurrence of the circumstances giving rise to the Application.

15.5 Chief Executive's determination: Not later than 5pm on the day after receipt of an Application which complies with bylaw 15.4, the Chief Executive shall, in his absolute discretion, determine:

(a) that the Application will be referred to a member of the Judicial Committee to conduct a Telephone Conference, in which case bylaw 15.6 shall apply provided that the Chief Executive may only exercise his discretionary powers under this subclause in respect of an Application which:

(i) is solely concerned with matters referred to in bylaws 15.2(a) and/or(b); and

(ii) contains allegations of a kind which if proved will not, in the opinion of the Chief Executive, result in any of the following penalties being imposed:

(aa) a fine exceeding \$100; or

(bb) a player being banned or suspended from Club and/or representative play for a period exceeding two playing days or one match (whichever is the longer); or

(cc) a Club or Team being banned, suspended or disqualified; and/or

(dd) the removal or reallocation of Competition points from any Club or Team;

and provided further that in deciding whether to exercise his discretionary powers under this subclause the Chief Executive shall have an absolute discretion to consult with any member of the Judicial Committee including the member who subsequently undertakes the Telephone Conference; or

(b) that the Application will be referred to the Judicial Committee, in which case bylaw 15.8 shall apply; or

(c) that the Application will be referred to the Rules Interpreter, in which case bylaws 15.22 to 15.24 shall apply; or

(d) that the Application should be discontinued, or dealt with in such other manner as the Chief Executive may determine, in which case the Chief Executive shall advise the Applicant in writing of his determination provided that the Chief Executive may only exercise his discretionary powers under this sub-clause with the agreement of the Applicant;

Provided however that if the Chief Executive is unavailable to make the determination required by this bylaw, then such determination shall be made by his authorised official.

15.6 Telephone Conference: Upon making a determination regarding an Application in accordance with bylaw 15.5(a), the Chief Executive, or where appropriate, his authorised official, shall:

(a) arrange a Telephone Conference between the Applicant, the Subject or Subjects, and a member of the Judicial Committee to discuss the Application which Telephone Conference shall be held at 6.00pm on the first Thursday after receipt of the Application by the Chief Executive, or at such other time and on such other date as the Chief Executive may determine; and

(b) notify the Applicant, each Subject and the Club (if any) to which the Subject belongs of the time of the Telephone Conference; and

(c) encourage the Applicant and a representative of the Club (if any) to which the Subject belongs to discuss the Application prior to the Telephone Conference with a view to determining which, if any, of the allegations contained in the Application are accepted and what penalty (if any) is appropriate in respect of the matters referred to in the Application; and

(d) advise the Applicant, and the representative of the Club (if any) to which the Subject belongs that all parties entering into such discussions do so on condition that such discussions are had on a without prejudice basis.

15.7 Conduct of Telephone Conference: The Judicial Committee member shall conduct the Telephone Conference in such manner as he or she may from time to time determine. Unless he or she otherwise directs, the procedure at each Telephone Conference will be as follows:

(a) Full and frank discussions will be had between all parties to the Telephone Conference on a without prejudice basis.

(b) If, at the end of those discussions, all parties including the Judicial Committee member are agreed that the Application should be dismissed or that no penalty should be imposed in respect of the Application then the Application shall be recorded as having been dismissed, or as having been proved in circumstances where all parties involved agree that no penalty shall be imposed, as the case may be.

(c) If, at the end of those discussions, all parties including the Judicial Committee member are agreed that a particular penalty or penalties (not being a penalty of the kind referred to in clause 15.5(a)) should be imposed in respect of the Application then the Application shall be recorded as having been proved, and the agreed penalty shall be imposed forthwith.

(d) If the parties are unable to reach an agreement of the kind referred to in bylaw 15.7(b) or (c), or if the Judicial Committee member conducting the Telephone Conference determines at his or her absolute discretion at any time during the course of that conference that the Telephone Conference should be terminated, the Application shall be referred to the Judicial Committee for hearing the next week or at such other time and on such other date as the Chief Executive or the Judicial

Committee member conducting the Telephone Conference may determine. Any such referral to a hearing before the Judicial Committee shall be deemed to be a determination by the Chief Executive acting in accordance with bylaw 15.5(b).

15.8 Hearings: Upon making a determination regarding an Application in accordance with bylaw 15.5(b), the Chief Executive, or, where appropriate, his authorised official, shall:

(a) arrange a hearing to consider and determine the Application which hearing shall be held at 6.00pm on the second Thursday after receipt of the Application by the Chief Executive or at such other time and on such other dates as the Chief Executive may determine; and

(b) notify the Applicant, each Subject and their respective Clubs (if any) of the time and place of the Hearing, and the Applicant and each Subject shall be required to attend with their respective Team captains or a representative of their respective Clubs (if any). In the event that a Club is the Subject or one of the Subjects of the Application then the Chairperson of that Club or his or her nominee shall be required to attend.

(c) ensure, when the Application is one which has been referred to a hearing before the Judicial Committee after the holding of an unsuccessful Telephone Conference, that the member of the Judicial Committee who conducted the Telephone Conference shall not then sit as a member of the Judicial Committee who hears the Application.

15.9 Referral of any matters: The Chief Executive, or, where appropriate, his authorised official, shall be entitled to refer any matter to the Judicial Committee or the Rules Interpreter for adjudication, in his absolute discretion, by notice to the Judicial Committee or the Rules Interpreter (as the case may be), notwithstanding that the matter is not the subject of an Application. Any such notice shall be deemed an Application which complies in all respects with bylaw 15.4.

15.10 Proceedings: The Judicial Committee may proceed with a Hearing in respect of any Application in its absolute discretion, whether or not any person to whom notice is given in accordance with bylaw 15.8(b) is present.

15.11 Adjournment of Hearing: The Judicial Committee may, in its absolute discretion, adjourn or postpone a Hearing, in which case, it may, in its absolute discretion, make any interim ruling in respect of the Application which is the subject of the adjournment or postponement, including, without limitation, the suspension of any player, pending the final ruling of the Judicial Committee. The Judicial Committee shall advise the Subject, the Chief Executive and the Applicant of any such adjournment, postponement and interim ruling, if any, as soon as practicable and in any event, within 24 hours of that adjournment, postponement or making of that interim ruling.

15.12 Conduct of Hearing: The Judicial Committee shall conduct each Hearing and decide upon each Application in such manner as it may from time to time determine. Unless it otherwise directs, the procedure of the Judicial Committee at each Hearing will be as follows:

(a) The Judicial Chairman or a member of the Judicial Committee will introduce the members of the Judicial Committee present to consider and determine the Application and the staff present at the Hearing and explain the procedure to be followed.

(b) The Applicant will be called upon to present his case, and to call witnesses in support, if any.

(c) Each Subject will have the opportunity to give evidence, and to call witnesses in support, if any.

(d) Any further party whom the Judicial Committee may, in its absolute discretion, invite to give evidence will be called upon to give evidence.

(e) The Judicial Committee may question any of the persons referred to in paragraphs (b) to (d).

(f) Written evidence may be accepted at the discretion of the Judicial Committee if a witness cannot be present in person at the Hearing.

(g) During the Hearing all questioning and cross examination of those giving evidence is to be directed to and through the Judicial Chairman.

(h) At the completion of the Hearing, the Judicial Committee shall deliberate on its decisions in private.

15.13 Notification of decision: The Judicial Committee shall advise the Subject, the Chief Executive and the Applicant of its findings and decisions as soon as practicable and in any event within 24 hours of the completion of the Hearing, and the parties will be entitled to a written copy of the findings and decisions within seven days thereafter.

15.14 Penalties: If the Judicial Committee finds that a breach of the Rules or these bylaws has occurred, it shall have the power to impose such penalty, if any, as it thinks appropriate in the circumstances including, without limitation:

- (a) imposing a fine not exceeding \$500 on any Subject; and/or
- (b) banning or suspending the Subject from Club and/or representative play; and/or
- (c) banning, suspending or disqualifying any Club or Team; and/or
- (d) removing or reallocating competition points from any Club or Team; and/or
- (e) reprimanding any player, Club or Team.

15.15 NZC Code of Conduct: In determining the appropriate penalty the Judicial Committee shall have regard to the levels of offence and penalty set out in the NZC Code Of Conduct, but shall not be bound by the same.

15.16 Payment of Fines: Any fine imposed on any person or Club shall be paid to the Association within seven days or as otherwise directed by the Judicial Committee. Any failure by a player to comply with this requirement will render such player ineligible for selection in any match in any Competition or any other match held under the auspices of the Association or any affiliated body until such time as the fine is paid.

15.17. Decisions are final: Subject to the provisions of clauses 15.18 and 15.19 all findings and decisions of the Judicial Committee in relation to any Application are final and binding and there shall be no right of appeal in respect of any of them.

15.18. Right to appeal: Either party to a Hearing may appeal any finding or decision of the Judicial Committee in the following circumstances only:

- (a) Where the penalty imposed is the banning or suspending of a Subject from Club and/or representative play for a period of five (5) or more playing days; and
- (b) Where the Sports Tribunal of New Zealand ("STNZ"), in its absolute discretion, agrees to hear the appeal under its jurisdiction to hear sports related disputes referred to it by agreement of the parties.

15.19. Appeal process: A party wishing to exercise the right to appeal under clause 15.18 must:

- (a) Lodge an appeal application with the Association no later than seven (7) days after the date on which that party received a written copy of the findings and decisions of the Judicial Committee in accordance with clause 15.13; and
- (b) When lodging the appeal application also pay to the Association a filing fee of \$500.

15.20 STNZ Appeal Hearing: Upon receiving an appeal application that complies with the provisions of clauses 15.18(a) and 15.19 the Association will forward such appeal application, together with the necessary filing fees, to STNZ and on behalf of the parties to the Hearing request STNZ to hear the appeal. The application to STNZ will be in STNZ's prescribed form for referring a sports-related dispute by agreement and will include an agreement in writing between the Applicant and the Association to refer the matter to STNZ. Should STNZ agree to that request, the appeal will be conducted under and in accordance with the rules and regulations of STNZ in effect at that time. Should STNZ decline the request then the appeal application lodged under clause 15.19 shall be deemed to have been dismissed, and any right of appeal in respect of the relevant findings and decisions shall be deemed to be extinguished."

15.21 Suspension of Original Penalty: Pending the hearing of any appeal application lodged under clause 15.19 and, if that appeal application is agreed to by STNZ, pending the subsequent appeal, the penalty imposed by the Judicial Committee shall remain in full force and effect unless

- (a) the affected party applies to the Judicial Committee for a suspension of the penalty pending the outcome of the appeal and the Judicial Committee grants such a suspension either in full or in part, or
- (b) Following the declining by the Judicial Committee of an application for the penalty to be suspended, the affected party applies to STNZ for a suspension of the penalty pending the outcome of the appeal and the suspension is granted either in full or in part

15.22 Disputes referred to the Rules Interpreter: The Rules Interpreter shall proceed to determine any dispute referred to him in accordance with bylaw 15.5(c) at the earliest suitable time and in such manner as he sees fit. The Rules Interpreter may provide copies of the Application to any other person whom the Rules Interpreter considers in his absolute discretion has an interest in the subject matter of the Application, and allow any such person

72 hours to provide a written submission to the Rules Interpreter regarding the subject matter of the Application.

15.23 Determination of Rules Interpreter: The Rules Interpreter shall deliver his determination to the Chief Executive, who shall provide a copy of such determination to the Applicant and each Subject.

15.24 Appeal from determination: Any party affected by a decision of the Rules Interpreter may apply to the Chief Executive within 48 hours of receipt of the determination referred to in bylaw 15.23 for an appeal of the decision to be referred to the Judicial Committee. The Judicial Committee shall have the sole discretion to determine whether it shall hear the appeal and any appeal which it determines shall be heard shall be treated in all respects as an Application referred to the Judicial Committee in accordance with bylaw 15.5(b), provided that if the Rules Interpreter is a member of the Judicial Committee, he shall not participate in the determination as to whether an appeal should be heard or in the Hearing in respect of such appeal.

15.25 Invalidity: No Hearing or decision of the Judicial Committee or Rules Interpreter shall be quashed or held invalid by reason only of any defect, irregularity, omission or other technicality.

16 DEFINITIONS AND INTERPRETATION

16.1 Definitions: In these bylaws, unless the context otherwise requires:

"Association" means the incorporated society having, as at the date of adoption of these bylaws, the name Auckland Cricket Association Incorporated.

"Code of Conduct" means the code contained in bylaw 14.2.

"Community Club" means a Member Club upon which the Board of Directors has conferred community status in accordance with these bylaws or which has community status at the time of adoption of these bylaws.

"Competition" means a competition organised under the auspices of the Association among Teams of the same Grade entered in accordance with bylaw 2.2, and includes Limited Over Competitions, One Day Competitions and Two Day Competitions.

"Club" means a Member Club, an Affiliated Club or any Associated Organisation which enters a Team in a Competition or a team in a tournament organised under the auspices of the Association.

"Grade" means a level of playing ability determined by the Board of Directors and includes Premier Grade, Premier Reserve Grade, Senior A Grade, Senior B Grade, and Senior C Grade.

"Junior Grade" means any Grade specified as a Junior Grade by the Board of Directors in accordance with bylaw 4.3.

"Laws of Cricket" means The Laws of Cricket 2000 Code and any subsequent amendments thereto or any other code or regulations introduced in substitution therefore.

"Limited Over Competition" means a Competition of a series of matches, each of such restricted number of overs as the Board of Directors may decide prior to the

commencement of a Season, as amended by the Board of Directors from time to time, or as shortened at the discretion of an umpire during a match of such restricted overs, and played over one day by Teams also entered in a Two Day Competition.

"Men's Grade" means any Grade specified as a Men's Grade by the Board of Directors in accordance with bylaw 4.1.

"One Day Competition" means a Competition of a series of matches, each of such restricted number of overs as the Board of Directors may determine, or as shortened at the discretion of an Umpire during a match of such restricted overs, and played over one day by Teams which are not also entered in a Two Day Competition.

"Office" means the registered office of the Association.

"Official Umpire" means an umpire, who is a member of an umpires' association, appointed to officiate at a match.

"Overseas Player" means a person who is neither:

- (b) a New Zealand citizen; nor
- (c) a New Zealand resident, who shall be, for the purposes of this definition, a person who:
- (d) is entitled to reside in New Zealand permanently; and
 - (i) has resided in New Zealand for the three months prior to his participation in a Competition in accordance with these bylaws.

"Premier Grade" means a Grade which is designated as the Premier Grade in a Two Day Competition or a Limited Over Competition by the Board of Directors from time to time, being the top Men's Grade for superior players in those Competitions.

"Premier Reserve Grade" means a Grade which is designated as the Premier Reserve Grade in any particular Competition by the Board of Directors from time to time.

"Principal Club" means a Member Club upon which the Board of Directors has conferred principal status in accordance with these bylaws or which has principal status at the time of adoption of these bylaws.

"Representative Match" means a match in which a team is representing the Association or a district of the Association and includes a match organised by New Zealand Cricket.

"Rules" means the rules of the Association as may be amended from time to time.

"Rules Interpreter" means a person appointed to and holding the position of the rules interpreter in accordance with section 25 of the Rules.

"Season" means the period from 1 October to 31 March, or such other period as the Board of Directors may from time to time determine.

"Second Grade" means a Grade which is designated as the Second Grade in any particular Competition by the Board of Directors from time to time.

"Secondary School Age" means, in respect of a player, the age at which that player has started, or will start, secondary school.

"Senior A Grade" means a Grade which is designated as the Senior A Grade in any particular Competition by the Board of Directors from time to time.

"Senior B Grade" means a Grade which is designated as the Senior B Grade in any particular Competition by the Board of Directors from time to time.

"Senior C Grade" means a Grade which is designated as the Senior C Grade in any particular Competition by the Board of Directors from time to time.

"Standard Club" means a Member Club which is neither a Principal Club or a Community Club.

"Team" means a term entered by a Club in a Competition in accordance with these bylaws.

"these bylaws" means these bylaws as may be amended from time to time in accordance with section 39 of the Rules.

"Two Day Competition" means a Competition of a series of matches, each held over two days, on such week or weekend days and for such duration as the Board of Directors may from time to time determine.

"Women's Grade" means any Grade specified as a Women's Grade by the Board of Directors in accordance with bylaw 4.2. and includes Women's Premier Grade.

14.2 Interpretation: In these bylaws, unless the context otherwise requires:

- (a) a capitalised term which is defined in the Rules shall have the same meaning as defined in the Rules, unless otherwise defined in clause 16.1 of these bylaws, in which case the definition in clause 16.1 shall take precedence;
- (b) a reference to an umpire means an umpire officiating at a Competition match, whether an Official Umpire or a player umpire;
- (c) a reference to a player means a person who is a financial member of a Club, and registered with the Association in accordance with these bylaws;
- (d) a player's age shall be determined as at 1 June in the year in which the relevant Season begins;
- (e) words importing one gender include the other genders; and
- (f) the singular includes the plural and vice versa.