



AUCKLAND CRICKET ASSOCIATION INCORPORATED

BYLAWS

Updated October 2020

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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, satisfies the following criteria as at the conclusion of the previous Season:

Playing Numbers

- (a) has a minimum of 450 playing members each of whom is a player of a kind or is in a Team or team specified in any of sub-paragraphs 1.2(b) – (e) below;
- (b) has at least six Senior Teams (men's or women's) playing in Competitions including at least three Teams entered in a Men's Two Day Competition, at least two of which Teams are entered in the top three grades;
- (c) administers a Club based modified cricket competition with at least 4 senior teams;
- (d) has at least 8 Junior Grade (U10 to U13) and 3 Youth Grade (U14 to U19) Teams (boys or girls) playing in Competitions;
- (e) has at least 75 players (School Years 1-4) playing in a Midget Programme or Programmes approved by the Board of Directors or its authorised official.

Facilities

- (g) has a home ground or grounds with:
 - (i) a minimum of one, but where possible two, turf pitches and outfield (the main pitch block shall have a minimum of 5 pitches); 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's 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 Premier Grade Competitions; and
 - (iii) a minimum of one, but where practical 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 or its authorised official, including, but not limited to:
 - (aa) adequate covers of a type approved by the Board of Directors or its authorised official which are at least 9 metres wide and at least 24 metres long. Each Club shall ensure that any of its pitches which is being used for Premier or Premier Reserve Grade games is covered at least two days prior to each playing day; and
 - (bb) separate 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) catering facilities sufficient to enable the provision of lunch and tea services of a standard appropriate for Premier Grade cricket.
 - (ff) appropriate toilet facilities; and
 - (gg) a building capable of being used to provide social activities for at least eighty persons.

Governance & Management

- (h) 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;
 - (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) preparation of annual audited accounts; statement of financial performance and statement of financial position;
 - (vi) a management structure 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) has a designated club manager who 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) expends or applies at least \$60,000 each year towards wages and salaries for Club management and/or the development of Midget Programmes and Junior and Youth Grade cricket;
- (ee) maintains a database of current and past members for communication purposes which is available to the Association upon request;
- (ff) complies with the agreed Partnership Agreement between the Association and the Club.

Cricket Development

- (i) 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; Ideally, the coach shall not be a player except that a player coach may be appointed with the approval of the Association;
 - (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) maintaining, supporting, organising and coaching Teams competing on a regular basis in School based competitions;
 - (v) 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.
- (j) is actively fostering girls and women's cricket in schools and the community in its geographic area as designated by the Association including by providing coaching and playing opportunities for girls and women where possible; and
- (k) is providing coaching services to Club members, as prescribed by the Association from time to time; and
- (l) is providing the Association with talent identification information on prospective representative players, as prescribed by the Association from time to time; and
- (m) has established a liaison with each primary, intermediate and secondary school in its geographic area, and is providing to those school's services of such prescription and quality as may be determined by the Association from time to time; and

- (n) notifies the Association in writing of any circumstances, financial or otherwise, that may arise from time to time and 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 Grade Competition, the make-up and structure of which Competition shall be at the sole discretion of the Board of Directors.
- (b) Enter one or more teams in the Men's Premier Reserve Grade Competition, the make-up and structure of which Competition shall be at the sole discretion of the Board of Directors.
- (c) Receive the annual Principal Club management grant at the level determined by the Association.
- (d) Receive the annual Principal Club variable grant at the level determined by the Association.

1.4 **Removal of Principal Club status:**

If, in the 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 July 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 that notice was 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, provided it meets the criteria for Community Club status.

1.5 **Criteria for Community Club status:**

The Board of Directors may confer Community Club status upon any Member Club upon the application of that Member Club if that Member Club, in the opinion of the Board of Directors satisfies the following criteria as at the conclusion of the previous Season:

Playing Numbers

- (a) has a minimum of 250 playing members each of whom is a player of a kind or is in a Team or team specified in any of sub-paragraphs 1.5(b) – (d) below;
- (b) has a minimum of four Senior Teams (men's or women's) playing in Competitions including at least two teams entered in a Men's Two Day Competition.
- (c) has at least eight Junior or Youth Grade (U10 to U19) Teams (boys or girls) playing in Competitions;

- (d) has at least 30 players (School Years 1-4) playing in a Midget or Programmes approved by the Board of Directors or its authorised official

Facilities

- (e) has a home ground or grounds with:
- (i) a minimum of one turf pitch and outfield (the main pitch block should have a minimum of 4 pitches); 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's 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 Premier Grade Competitions; and
 - (iii) a minimum of one suitable sightscreen 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 or its authorised official, including, but not limited to:
 - (aa) adequate covers of a type approved by the Board of Directors or its authorised official which are at least 9 metres wide and at least 24 metres long. Each Club shall ensure that any of its pitches which is being used for Premier or Premier Reserve Grade games is covered at least two days prior to each playing day; and
 - (bb) separate 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) catering facilities sufficient to enable the provision of lunch and tea services of a standard appropriate for Premier Grade Cricket;
 - (ff) appropriate toilet facilities; and
 - (gg) a building capable of being used to provide social activities for at least forty persons.

Governance & Management

- (f) 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;
 - (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) preparation of annual accounts; statement of financial performance and statement of financial position;
- (vi) a management structure 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) has a designated club manager who 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) expends or applies at least \$25,000 each year towards wages and salaries for Club management and/or the development of Midget Programmes and Junior and Youth Grade cricket;
 - (ee) maintains a database of current and past members for communication purposes which is available to the Association upon request;
 - (ff) complies with the agreed Partnership Agreement between the Association and the Club.

Cricket Development

- (g) develops cricket within its geographical area, by, amongst other things:
 - (i) annually appointing a first team Men's coach who will prepare and manage the Club's first 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) maintaining, supporting, organising and coaching Teams competing on a regular basis in School based competitions;

- (v) 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.
- (h) is actively fostering girls and women's cricket in schools and the community in its geographic area as designated by the Association including by providing coaching and playing opportunities for girls and women where possible; and
- (i) is providing coaching services to Club members, as prescribed by the Association from time to time; 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) has established a liaison with each primary, intermediate and secondary school in its geographic area and is providing to those school's services of such prescription and quality as may be determined by the Association from time to time; and
- (l) notifies the Association in writing of any circumstances, financial or otherwise, that may arise from time to time and which affect or could affect its ability to comply with the criteria contained in this bylaw 1.5.

1.6 **Benefits of Community Club status:**

A Community Club shall be entitled to apply to:

- (a) Enter one or more teams in the Men's Premier Reserve Grade Competition, the make-up and structure of which Competition shall be at the sole discretion of the Board of Directors.
- (b) Receive the annual Community Club management grant at the level determined by the Association.
- (c) Receive the annual Community Club variable grant at the level determined by the Association.

The Board of Directors may, at its sole discretion, allow a Community Club to enter one team in the Men's Premier Grade Competitions, if considered necessary and desirable for the structure and make-up of the Competition(s).

1.7 **Removal of Community Club status:**

If, in the 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 July 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 that notice was 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 Club status is

removed from a Club in accordance with this bylaw, that Club shall be a Standard Club.

1.8 Promotion to Principal Club status:

Should a Community Club believe at any time that it fulfils all criteria for Principal Club status 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.

1.9 Standard Club:

Any Club that does not meet the criteria for Principal Club status or for Community Club status, but which takes part in any Competitions shall be a Standard Club.

1.10 Affiliation of Standard Club to Community Club or Principal Club:

In any Season, for the duration of that Season, a Standard Club may, with the consent of a Principal Club or a Community Club, affiliate with that Principal Club or 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:

- (a) the Standard Club may, notwithstanding bylaw 5.6, enter a Team or Teams into any Premier Reserve, Senior 3rd, 4th, 5th, 6th, 7th or 8th Grade of a Two Day Competition or any Grade of a Limited Over Competition provided, however, that if the Principal Club or the Community Club with which the Standard Club has affiliated has already entered a Team in any such Grade, then the Standard Club shall not be entitled to enter a Team into that Grade; and
- (b) the playing members of the Standard Club shall, for the purposes of bylaws 1.2(a) or 1.5(a) as appropriate, be considered as playing members of the relevant Principal Club or Community Club.

2. REGISTRATION OF PLAYERS AND OF REGISTERED COACHES

2.1 Registration of player:

No player shall play in any Club Team or team during a Season unless that player is registered with that Club as a player for that Season in accordance with this bylaw.

2.2 How registration is effected:

For the purposes of bylaw 2.1, registration of a player with a Club shall be effected:

- (a) by his registration with that Club as a player in a Team or team prior to the commencement of the Season; or
- (b) by his being included as a player in and playing for a Team or team after the commencement of the relevant Competition or competition in circumstances where he has not in that same Season previously registered as a player with that Club in accordance with bylaw 2.2(a).
- (c) in the case of a player who is playing in an inter-School twilight competition of a kind referred to in bylaw 1.2(f), by his name being included on a registration form which has been provided to the Club.

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, prior to the commencement 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, Youth Grade and Senior Team players:

If, at any time, the Association requires proof of age, a player shall provide such proof of age as is satisfactory to the Association.

2.7 Registration of coach of a Premier Grade Team:

No person shall coach any Team entered in a Premier Grade or Women's Premier Grade unless he is registered with the Club to which that Team belongs as a Registered Coach of that Team in accordance with this bylaw.

2.8 How registration of a Registered Coach is effected:

For the purposes of bylaw 2.7 registration of a Registered Coach with a Club shall be effected:

- (a) By his registration with that Club as a coach of a Team in a Premier Grade or Women's Premier Grade either prior to the start of the Season or not later than 7 days prior to the first match for which his services as coach of that Team are required in that Season; and
- (b) By the Club notifying the Chief Executive in writing in respect of any Team from that Club which is entered in a Premier Grade or a Women's Premier Grade, of the name of the Registered Coach who will be coaching that Team with such notification to be given either prior to the start of the Season, or not later than 7 days prior to the first match for which his services as coach of that Team are required in that Season.

3. OVERSEAS PLAYERS

3.1 Premier Grade:

Each Club may include a maximum of one Professional Overseas Player in any of its Teams entered in a Premier Grade or Women's Premier Grade.

3.2 Registration of Professional Overseas Player:

Prior to the start of a Season, or not later than 7 days prior to the first match for which his or her services are required in that Season, each Club must notify the Chief Executive in writing of the name of any Professional Overseas Player who will be playing for that Club during that Season.

3.3 Reporting of breach:

- (a) Any Principal Club or Community Club may report any alleged breach of bylaw 3.1 to the Chief Executive by notice in writing and provide evidence to support its claim.
- (b) The Chief Executive shall consider any such notification and may also investigate any possible breach of bylaw 3.1 without first receiving any such notification if he, in his absolute discretion, believes that circumstances exist which justify such an investigation.
- (c) The Chief Executive shall retain the right to enquire into and inspect all financial records and other documentation of any Club or Overseas Player while considering or carrying out any such notification or investigation. Any Club or Overseas Player is obliged to co-operate with the Chief Executive and shall make all such financial records and other documentation available to the Chief Executive when required to do so, and shall also respond fully to any questions from the Chief Executive in respect of the notification or investigation (including if required in writing) when requested so to do.
- (d) The Chief Executive shall, in his absolute discretion, determine whether any alleged breach of bylaw 3.1 should be referred to the Judicial Committee. If he determines that such a reference should be made, then he shall refer the matter by notice to the Judicial Committee under bylaw 16.10. Any such reference must be made in the Season during which the alleged breach

occurs or on or before the 30th day of September following the end of that Season. In the case of any such reference, the Chief Executive or, where appropriate, his authorised official, shall arrange a hearing and notify relevant parties of that hearing in accordance with bylaw 16.8.

3.4 Penalty for breach of bylaw 3.1:

If the Judicial Committee decides that a breach of bylaw 3.1 has occurred then notwithstanding the provisions of bylaw 16.15 the Judicial Committee shall, unless it considers that extraordinary reasons exist for not doing so, in which case some lesser penalty may be imposed, remove from the relevant Club and Team in question all points gained by that Premier Grade Team in that Season from all matches prior to and including the last match in which more than one Professional Overseas Player played for that Team.

Overseas Players:

For the avoidance of doubt, there is no restriction on the number of Overseas Players who are not Professional Overseas Players which a Club may include in any of its Teams entered in any Competition.

4. LOCAL PLAYER ELIGIBILITY

4.1 Contracted Players:

Subject to clause 4.3 a player who has a playing contract with another Major Association within New Zealand is not eligible to play Club cricket in Auckland during the period for which he holds that contract. This restriction also applies to a player who holds a national playing contract but plays his cricket for another Major Association.

4.2 Non-Contracted Players:

Subject to clause 4.3 a player who has represented another Major Association representative team at first-class or 'A' level during a Season, or who has represented a District Association representative team, during a Season, is not eligible to play in any Men's Grade or Women's Grade in Auckland in that Season unless he satisfies one of the following criteria:

- (a) The player is temporarily residing in Auckland for study purposes; or
- (b) The player is temporarily residing in Auckland while on secondment / internship within his or her current employment; or
- (c) The player, originally from Auckland, is studying in another region and is returning to Auckland during a tertiary institution holiday period; or
- (d) The player is residing permanently in Auckland and has announced his or her intention not to represent another Major Association at first class or 'A' level or another District Association representative team during the remainder of that Season; or
- (e) New Zealand Cricket has requested that the player be allowed to play Premier Grade cricket.

4.3 **Players in a Team in the Women's Premier Grade:**

Clauses 4.1 and 4.2 do not apply to any player in a Team in the Women's Premier Grade who has been permitted to play under clause 19 of the Association's General Playing Conditions.

5. **COMPETITIONS**

5.1 **Men's Grades:**

Subject to these bylaws, the Board of Directors or its authorised official shall determine the Men's Grades and the Competitions for the Men's Grades.

5.2 **Women's Grades:**

Subject to these bylaws, the Board of Directors or its authorised official shall determine the Women's Grades and the Competitions for the Women's Grades.

5.3 **Youth and Junior Grades:**

Subject to these bylaws, the Board of Directors or its authorised official shall determine the Youth Grades and the Junior Grades and the Competitions for the Youth Grades and the Junior Grades.

5.4 **Entries:**

Subject to bylaw 5.6, a Club may enter a Team or a number of Teams in each Competition in accordance with bylaw 5.5. The Association 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.

5.5 **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 Association and notified to each Club. Each Club that has given a notice of entry under this clause shall pay the entry and registration fees payable for the relevant Competition from time to time as set by the Association prior to the commencement of the relevant Season or at such other times as the Association may, from time to time, determine.

5.6 **Entry restrictions:**

Each Principal Club may apply to enter a maximum of one Team in any Premier Grade Competition. At the discretion of the Association 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 Association.

5.7 **Points system:**

The Chief Executive shall determine the basis on which points will be awarded in respect of each Competition and advise all Clubs of such determination prior to the commencement of the relevant Competition.

5.8 **Club Championship:**

At the completion of each Season, the Board of Directors shall award the title of Major Club Champion to a Principal Club and the title of Minor Club Champion to a Community Club or Standard Club. The relevant criteria for each title shall be determined by the Board of Directors or its authorised official and shall be notified to all Clubs by the Chief Executive prior to the commencement of the relevant Season.

5.9 **Disruption caused by emergency or unexpected occurrence:**

Notwithstanding the provisions in any relevant playing conditions including provisions relating to Competition points and promotion and relegation, in the event that a natural disaster or health epidemic or other similar emergency or unexpected occurrence disrupts and prevents the completion of any Competition, the Board of Directors may, in its sole and absolute discretion, determine:

- (a) The final standings in any Competition in any Grade; and/or
- (b) Any amendments to the format of any Competition in any Grade; and/or
- (c) Issues relating to the promotion of any Team to or the relegation of any Team from any Grade of any Competition; and/or
- (d) The awarding of the title of Major Club Champion or Minor Club Champion or Club or Team or individual award; and/or
- (e) Any other issue relating to any Competition in any Grade.

6. **SUSPENSION BY NEW ZEALAND CRICKET**

6.1 **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 Association 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 Association.

7. **REGRADES**

7.1 **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 entered in either a Two Day Competition or a Limited Over Competition or a One Day Competition or a Junior Grade 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, if the Club does not have a Team in the Grade immediately below the Grade of the Team from which he is transferring, is the next highest Team in terms of grading below the Grade of the Team from which he is transferring; or
 - (ii) he is transferring from a Team of a Junior or Youth Grade to a Team of a Men's Grade or of a Women's Grade;
- (c) a Team, other than a Team specified in bylaws 7.1(b)(i) – (ii) above, in respect of which he obtains a regrade in accordance with this bylaw.

7.2 **Restriction on Play:**

Notwithstanding bylaws 7.1 and 7.3(c), no player shall play:

- (a) subject to bylaw 8, for the same Club twice against any other Team in the same Competition round; or
- (b) in more than one Competition on the same day (provided that this restriction shall not apply to Junior or Youth players); or
- (c) in any other round of matches before completion of the round of matches in which he first began to 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.

7.3 **Necessity for regrade:**

Without limiting the generality of bylaw 7.1(c), a player shall require a regrade in accordance with bylaw 7.4 if:

- (a) He plays in a Two Day Competition and transfers into a Team:
 - (i) entered in any Two Day Competition for any Grade which is 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, or, if the Club does not have a Team in the Grade immediately below the Grade of the Team from which he is transferring, is the next highest Team in terms of grading below the Grade of the Team from which he is transferring; or
 - (ii) entered in any One Day Competition; or
- (b) he plays in a One Day Competition and transfers into a Team entered in any One Day Competition for any Grade which is below the Grade from which he

is transferring other than the One Day Competition for the Grade immediately below the Grade from which he is transferring, or, if the Club does not have a Team in the Grade immediately below the Grade of the Team from which he is transferring, is the next highest Team in terms of grading below the Grade of the Team 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.

7.4 Process for seeking a regrade:

Each application for a regrade shall be made to the Club Cricket Development Manager or to such other official authorised by the Board of Directors for that purpose who will be available at the Office up to 12 noon 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 and/or submitted electronically and/or via email by a selector or secretary of the player's Club. Any decision in respect of an application for a regrade shall be at the sole discretion of the Club Cricket Development Manager or the other authorised official.

8. REPLACEMENT OF PLAYERS

8.1 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 inability 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 10.1, notified the opposing Team's captain and the umpires of:
 - (i) any such situation; and
 - (ii) the name of such player including any player unable to play for reason of representative selection; and
 - (iii) the name of any replacement player appointed pursuant to bylaw 8.2, including any replacement player for any player unable to play for reasons of representative selection.
- (c) For the avoidance of doubt, where a player is available for the first day of a match and is subsequently selected for a Representative match following that first day, it shall not be necessary to name a replacement player prior to the commencement of the match, but that player shall be able to be replaced, and the team captain shall advise the opposition captain and the umpires of the

replacement at the commencement of the second day of the match. In such instance, the replacement player shall be a like for like player e.g. a batsman replaced by a batsman.

- (d) Where, however, it is anticipated that a Representative player who is not available for the first day of a match, may be available for the second day of that match, it shall be necessary to nominate such player prior to the commencement of the match in accordance with Rule 8.1 (b).

8.2 Replacement of player:

If, in accordance with bylaw 8.1, 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 8.4.

8.3 Replacement of player in lower Teams:

If a Club uses a replacement player or replacement players from another Team pursuant to bylaw 8.2, another player or players from that Club may play for that Team, subject to that other player or those other 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.

8.4 Original player's availability:

Should the player to be replaced pursuant to clause 8.2 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.

9. TRANSFERS

9.1 Transfer of players:

Subject to bylaw 9.2, 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 which is signed by and/or submitted electronically or by email by either the secretary or the chairman of each Club, to the Association; and
- (b) obtaining approval to that transfer in accordance with these bylaws, if required.

9.2 The Club from which the player is transferring shall not refuse to sign the form specified in subclause 9.1(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 or his sole discretion, accept a form of the kind specified in subclause 9.1(a) even if it is not signed by either the secretary or the chairman of each Club.

9.3 **Consideration of application for transfer:**

Upon receipt of an application made in accordance with clause 9.1(a), the Board of Directors or its authorised official shall, after a period of no more than 14 days, notify the player and the Clubs of its decision in respect of the application. The decision to approval or decline any application for a transfer shall be at the sole discretion of the Board of Directors or its authorised official.

9.4 **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 Club shall not play in a final match or semi-final match for a Team from the Club to which he transferred unless he has, since the date of the approval of his transfer, already played for that Team in at least three Competition matches.

10. **PLAYING CONDITIONS**

10.1 **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.

11. **REPORTS**

11.1 **Umpires' reports:**

Any Official 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 Monday following completion of the relevant match.

11.2 **Pitch reports:**

In every Premier Grade and Premier Reserve 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, shall complete a pitch report and shall lodge it at the Office no later than 5pm on the Monday following completion of the relevant match.

11.3 **Match result reports:**

The result of each match in each Competition shall be entered into the competition management system as prescribed by the Chief Executive from time to time, no later than 5pm on the Monday following completion of the relevant match.

11.4 **Captains' reports:**

In every match 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 Monday following completion of the relevant match.

11.5 **Non-compliance:**

If a Team captain, or an official of the Team's Club, as the case may be, breaches bylaw 11.2, 11.3 or 11.4 his Club shall incur penalties as determined from time to time by the Chief Executive. Such penalties shall be advised to Clubs prior to the commencement of each Season. The Board of Directors or its authorised official may, in its or his absolute discretion, waive any penalty under this clause.

12. **DEFAULTS**

12.1 **No defaults:**

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

12.2 **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 and Club to which the defaulting Team belongs shall receive a written warning of the consequences of a further default.

(ii) Second default:

- the Team defaulting shall forfeit 3 Competition points 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 Club to which the defaulting Team belongs shall pay a fine of \$100 to the Association and receive a written warning of the consequences of a further default.

(ii) Second default

- the Team defaulting shall forfeit 6 Competition points and its Club shall pay a further fine of \$100 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. 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 or payment:

Notwithstanding the provisions of bylaw 12.2, the Chief Executive may, in his absolute discretion, waive any forfeiture or payment required under that bylaw.

12.4 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 ; or 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.

12.5 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. ATTIRE

13.1 Match Attire:

Subject to the provisions of bylaw 14, 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 however that a player may wear coloured clothing which is in keeping with the traditions of cricket and which is worn by every other player in the Team of which he is a member as the uniform of that Team and provided further that with prior consent of the Chief Executive or his authorised official a player may wear coloured clothing which is in keeping with the traditions of cricket even if that coloured clothing is not also worn by every other player in the Team of which he is a member as the uniform of that Team.

13.2 Penalties for failure to wear appropriate Match Attire:

If a player, Team or Club fails to obtain the consent required in bylaw 13.1 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.

13.3 Waiver of forfeiture:

The Chief Executive may, in his absolute discretion, waive any forfeiture required under this clause.

13.4 Other consequences of a debarment:

If a Team is debarred under bylaw 13.2 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.

14. LOGOS

14.1 Two Day, Limited Over, T20 and One Day Competitions:

A player playing in a match in a Two Day, Limited Over, T20 or One Day Competition may wear logos and/or insignia provided that each such logo and/or insignia:

- (a) Is located on the relevant attire in one of the locations depicted in the diagrams in Appendix 1 attached to these bylaws: and
- (b) does not contravene the following:
 - (i) Logos on the sleeves and front of the playing shirt are not to be more than 7cm square;
 - (ii) Logo on the back of the playing shirt are not to be more than 30cm x 25cm
 - (iii) Logos on the playing trousers are not to be more than 7cm square.
 - (iv) Logos on the cap or hat are not to be proportionally larger than each other.

14.2 Further Conditions in relation to a playing shirt:

- (a) There shall be a maximum of four distinct Club sponsor logos displayed on a playing shirt.
- (b) The Association shall be entitled to require the placement (at its own cost) of the logo of an Association sponsor on the front of any playing shirt, the size of such logo being not more than 30cm x 25cm.

14.3 Branding on other attire and equipment:

Subject to clause 14.4 below, a player may wear or place unrestricted branding on the side of the player's helmet and on the player's bat, gloves, boots and shoes, armguards, headband and/or sunglasses; and the branding opportunity in respect of these items shall be that of the individual player.

14.4 Avoidance of Conflict:

A player shall not wear or place any sponsor's logo on any item of attire or equipment if, in the opinion of the Board of Directors or its authorised official, that advertising conflicts with the activities of any of the Association's official sponsors or the Club's official sponsors.

15. BEHAVIOUR AND CODE OF CONDUCT

15.1 Behaviour:

All players, coaches and 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, coaches and supporters. A captain of

a Team shall be responsible for the behaviour of the players in his Team and their supporters.

15.2 **Code of Conduct:**

Without in anyway limiting or derogating from the effect of clause 15.1, all players, coaches and umpires shall be bound by the Code of Conduct as follows:

- (a) players and coaches 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 or coach assaulting or attempting to assault an umpire;
 - (ii) a player or coach 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 or coach failing to comply with the instructions of an umpire;
 - (iv) a player or coach using crude and/or abusive language, or engaging in conduct detrimental to the spirit of the game of cricket;
 - (v) a player or coach using crude or abusive hand signals;
 - (vi) a player or coach assaulting, attempting to assault, or abusing another player;
 - (vii) a player or coach assaulting, attempting to assault, or unreasonably or unnecessarily abusing a spectator; and
 - (viii) a player or coach 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 14;
- (c) players or coaches 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, coaches and umpires shall not smoke, or drink alcoholic beverages, on the playing field.

15.3 **Unacceptable behaviour:**

If a player or coach (including without limitation a Registered Coach) 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 Official Umpire observing the unacceptable behaviour or act shall report the matter to the other umpire and to the player's captain, or to the captain of the Team or team with which the coach is associated, and request the captain to take action. The Official Umpire may report such player or coach in accordance with the provisions of bylaw 16, and where possible, that Official Umpire shall advise the player or players, or coach concerned and the relevant Team captain of his intention.

16. **JUDICIAL COMMITTEE AND RULES INTERPRETER**

16.1 **Definitions:**

In this bylaw 16:

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

"Application" means any application made to the Chief Executive in accordance with bylaw 16.4.

"Cross Application" means any application made to the Chief Executive in accordance with bylaws 16.7 or 16.9.

"Hearing" means a hearing arranged and conducted by the Judicial Committee in respect of any Application or Cross Application in accordance with bylaws 16.8 – 16.13.

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

"Subject" means, in respect of any Application or Cross Application, the Club or person named, or if the name of the person is unknown then the person referred to, in the Application or Cross 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 and/or Cross Application in accordance with bylaws 16.6 and 16.7.

16.2 **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 15.1 or 15.2;
- (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 10.1; or
- (d) subject to bylaw 16.10, any appeal from a determination of the Rules Interpreter.

16.3 **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; or
- (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; or
- (c) the Chief Executive; or
- (d) any party affected by a decision of the Rules Interpreter.

16.4 **Applications:**

An Application:

- (a) must be on a form prescribed by the Chief Executive from time to time, which is signed by and/or submitted electronically or by email 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.

16.5 **Chief Executive's determination:**

Not later than 5pm on the day after receipt of an Application which complies with bylaw 16.4, 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 16.6 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 16.2(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 four playing days or one match (whichever is the longer); or
- (cc) a Registered Coach being banned or suspended from being present at a match venue for a period exceeding four playing days or one match (whichever is the longer); or
- (dd) a Club or Team being banned, suspended or disqualified; and/or
- (ee) 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 16.8 shall apply; or
- (c) that the Application will be referred to the Rules Interpreter, in which case bylaws 16.23 to 16.25 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.

16.6 Telephone Conference:

Upon making a determination regarding an Application in accordance with bylaw 16.5(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.

16.7 **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 16.5(a)(ii) 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 16.7(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 16.5(b).
- (e) If any Club (if any) to which the Subject of the Application belongs, or any Club which is the Subject of the Application, intends to make a Cross Application to the Chief Executive in respect of any matters of the kind referred to in bylaw 16.2(a) or (b) and which arose in the same match as, or which are otherwise connected with, the matters which are the subject of the Application, then the Club may apply to the Judicial Committee member for an adjournment of the Telephone Conference to enable such Cross Application to be made.
- (f) In the event that an adjournment is granted by the Judicial Committee member in response to such an application then the hearing of the Telephone Conference shall be adjourned to 6.00pm on the following Thursday or to such other time and such other date as the Chief Executive may determine.
- (g) the Cross Application subsequently made to the Chief Executive by the Club which has obtained an adjournment of the Telephone Conference in accordance with bylaws 16.7(e) and (f):

- (i) must be in writing and signed by the Applicant.
 - (ii) must contain reasonable details of the circumstances giving rise to the Cross Application; and
 - (iii) must be received at the Office not later than 5pm on the Friday following the occurrence of the circumstances giving rise to the Cross Application.
- (h) Upon receiving a Cross Application in accordance with bylaw 16.7(g) the Chief Executive or where appropriate his authorised official shall in his absolute discretion:
- (i) make a determination in respect of that Cross Application under either bylaw 16.5(a) or (b) as if the Cross Application was an Application which complied with bylaw 16.4; and
 - (ii) in the event that a determination is made in respect of the Cross Application under bylaw 16.5(a), confirm whether the Telephone Conference to consider and determine the Cross Application shall be held at the same time and place as the Telephone Conference in respect of the related Application and if so whether at the same time to which the Telephone Conference in respect of that Application has been adjourned or at such other time and on such other date as the Chief Executive may determine; and
 - (iii) notify the Applicant in and each Subject of the Cross Application and the Club (if any) to which each Subject belongs of the time at which the relevant Telephone Conference will be held; and
 - (iv) encourage the Applicant and a representative of the Club (if any) to which the Subject belongs to discuss the Cross Application prior to the Telephone Conference with a view to determining which, if any, of the allegations contained in the Cross Application are accepted and what penalty (if any) is appropriate in respect of the matters referred to in the Cross Application; and
 - (v) advise the Applicant, and the representative of the Club (if any) to which the Subject of the Cross Application belongs that all parties entering into such discussions do so on condition that such discussions are hand on a without prejudice basis.
 - (vi) in the event that a determination is made in respect of the Cross Application under bylaw 16.5(b) then bylaw 16.8 shall apply in respect of both the Cross Application and the Application to which it relates, and the adjourned Telephone Conference in respect of that Application shall be terminated and the Application shall also be referred to the Judicial Committee for hearing in accordance with bylaw 16.8

16.8 **Hearings:**

Upon making a determination regarding an Application in accordance with bylaw 16.5(b) or a determination regarding an Application and a Cross Application in accordance with bylaw 16.7(h), the Chief Executive, or, where appropriate, his authorised official, shall:

- (a) arrange a hearing to consider and determine the Application and/or Cross Application which hearing shall be held at 6.30pm 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 or each Applicant, each Subject and their respective Clubs (if any) of the time and place of the Hearing, and the or each 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 or the Cross Application then the Chairperson of that Club or his or her nominee shall be required to attend.
- (c) in circumstances where a determination regarding the Application has been made in accordance with bylaw 16.5(b), notify each Subject of the Application and their respective Clubs of the provisions in bylaw 16.9 relating to the making of a Cross Application.
- (d) ensure, when the Application and/or Cross 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 and/or Cross Application.

16.9 **Cross Application:**

In circumstances where a determination regarding the Application has been made in accordance with bylaw 16.5(c), once notification of a Hearing in respect of any Application has been given in accordance with bylaw 16.8(b):

- (a) any Club (if any) to which the Subject of the Application belongs, or any Club which is the Subject of the Application, may make a Cross Application to the Chief Executive in respect of any matters of the kind referred to in bylaw 16.2(a) or (b) and which arose in the same match as, or which are otherwise connected with, the matters which are the subject of the Application;
- (b) the Cross Application referred to in bylaw 16.9(a):
 - (i) must be in writing and signed by the Applicant.
 - (ii) must contain reasonable details of the circumstances giving rise to the Cross Application; and
 - (iii) must be received at the Office not later than 5pm on the Friday following the occurrence of the circumstances giving rise to the Cross Application.

- (c) Upon receiving a Cross Application in accordance with bylaw 16.9(b) the Chief Executive or where appropriate his authorised official shall:
- (i) confirm whether the Hearing to consider and determine the Cross Application shall be held at the same time and place as the Hearing of the related Application or at such other time and on such other date as the Chief Executive may determine; and
 - (ii) notify the Applicant in and each Subject of the Cross Application that each of them shall be required to attend with their respective Team captains or a representative of their respective Clubs. In the event that a Club is the Subject or one of the Subjects of the Cross Application then the Chairperson of that Club or his or her nominee shall be required to attend.

16.10 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 16.4.

16.11 Proceedings:

The Judicial Committee may proceed with a Hearing in respect of any Application or Cross Application in its absolute discretion, whether or not any person to whom notice is given in accordance with bylaws 16.8(b) or 16.9(c) is present.

16.12 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 or Cross 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.

16.13 Conduct of Hearing:

The Judicial Committee shall conduct each Hearing and decide upon each Application or Cross 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 or Cross Application and the staff present at the Hearing and explain the procedure to be followed.

- (b) The or each 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.

16.14 Notification of decision:

The Judicial Committee shall advise the or each Subject, the Chief Executive and the or each 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 as soon as is reasonably practicable thereafter.

16.15 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 or suspending a Registered Coach including without limitation from being present at a match venue;
- (d) banning, suspending or disqualifying any Club or Team; and/or
- (e) removing or reallocating competition points from any Club or Team; and/or
- (f) reprimanding any player, Registered Coach, Club or Team.

16.16 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.

16.17 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. Any failure by a Registered Coach to comply with this requirement will render such Registered Coach ineligible to attend at any match in any Competition in which the Team of which he is Registered Coach is playing, or any other match held the auspices of the Association or any affiliated body until such time as the fine is paid.

16.18 Decisions are final:

Subject to the provisions of clauses 16.19 and 16.20 all findings and decisions of the Judicial Committee in relation to any Application or Cross Application are final and binding and there shall be no right of appeal in respect of any of them.

16.19 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 or, in the case of a Registered Coach, from coaching or from attending at any match in which the Team of which he is Registered Coach is playing, 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.

16.20 Appeal process:

A party wishing to exercise the right to appeal under clause 16.19 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 16.14; and
- (b) When lodging the appeal application also pay to the Association a filing fee of \$500.

16.21 STNZ Appeal Hearing:

Upon receiving an appeal application that complies with the provisions of clauses 16.19(a) and 16.20 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 the Tribunal will be in the Tribunal'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 the Tribunal. 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 16.20 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."

16.22 Suspension of Original Penalty:

Pending the hearing of any appeal application lodged under clause 16.20 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

16.23 Disputes referred to the Rules Interpreter:

The Rules Interpreter shall proceed to determine any dispute referred to him in accordance with bylaw 16.5(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.

16.24 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.

16.25 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 16.24 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 16.5(c), 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.

16.26 **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.

17 **DEFINITIONS AND INTERPRETATION**

17.1 **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 15.2.

“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, Two Day Competitions and T20 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.

“Cricket Blitz” is the brand name for the inter School twilight competitions administered by the Association.

“District Association” means any of the Cricket Associations classified as District Associations in the Rules of New Zealand Cricket.

“Grade” means a level of playing ability determined by the Board of Directors and includes Premier Grade, Premier Reserve Grade, Senior 3rd, 4th, 5th, 6th, 7th and 8th Grade.

“Junior Grade” means any Grade specified as a Junior Grade by the Board of Directors in accordance with bylaw 5.3.

“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.

“Local Player” means a player who:

- (a) is a New Zealand citizen; or
- (b) is a New Zealand resident. For the purposes of this definition a New Zealand resident is a person who is entitled to reside in New Zealand permanently; or
- (c) has applied to live in New Zealand permanently and has submitted a visa application to New Zealand Immigration prior to the commencement of the season.

“Major Association” means any of the Cricket Associations classified as Major Associations in the Rules of New Zealand Cricket.

“Men’s Grade” means any Grade specified as a Men’s Grade by the Board of Directors in accordance with bylaw 5.1.

“Midget Programme” means a programme approved by the Board of Directors or its authorised official that provides cricket for Club members in School Years 1 – 4.

“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.

“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.

“Overseas Player” means a player who is not a Local Player.

“Partnership Agreement” means a Member Club’s business plan or equivalent document, detailing the annual performance measures.

“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.

“Professional Overseas Player” means an Overseas Player who receives, whether directly or indirectly and whether from a Club or any person, party or entity associated

with a Club, any Monetary Consideration or Financial Advantage for, or which is in any manner connected with, that player playing cricket for a Club's Premier Grade Team.

For the purposes of this definition:

- (a) "Overseas Player" extends to include any member of that Overseas Player's family and any company or trust or other entity in which the Overseas Player or any member of his family has any interest whatsoever;
- (b) Monetary Consideration or Financial Advantage shall include, but not be limited to, any payment, credit, inducement, incentive, discount or benefit including in relation to accommodation, gear and equipment for personal use (excluding Club attire), vehicles, petrol and other transport costs including airfares.
- (c) Notwithstanding (b) above, Monetary Consideration or Financial Advantage shall not include:
 - (i) In relation to accommodation, a situation where the Overseas Player resides with any person, whether associated with a Club or not, at the then usual place of residence of that person.
 - (ii) In relation to an Overseas Player who coaches any Team of a Club other than a Premier Grade Team, any payment, credit, inducement, incentive, discount or benefit received by him or her for or in relation to that coaching role but only if the amount or value of that payment, credit, inducement, incentive, discount or benefit or any combination thereof does not exceed a fair and reasonable remuneration for the coaching role in question.

"Registered Coach" means a coach of a Team in a Premier Grade or Women's Premier Grade who is registered in accordance with bylaw 2.8

"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 by the Chief Executive 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.

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

"Senior 3rd Grade" means a Grade which is designated as the 3rd Grade in any particular Competition by the Board of Directors from time to time.

"Senior 4th Grade" means a Grade which is designated as the 4th Grade in any particular Competition by the Board of Directors from time to time.

“Senior 5th Grade” means a Grade which is designated as the 5th Grade in any particular Competition by the Board of Directors from time to time.

“Senior 6th Grade” means a Grade which is designated as the 6th Grade in any particular Competition by the Board of Directors from time to time.

“Senior 7th Grade” means a Grade which is designated as the 7th Grade in any particular Competition by the Board of Directors from time to time.

“Senior 8th Grade” means a Grade which is designated as the 8th Grade in any particular Competition by the Board of Directors from time to time.

“Senior Team” means any Team playing in a Men’s Premier Grade, a Men’s Premier Reserve Grade, a Senior 3rd, 4th, 5th, 6th, 7th or 8th Grade, any Women’s Grade, any Grade in a One Day Competition, or any T20 Grade.

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

“Team” means a team entered by a Club in a Competition in accordance with these bylaws.

“T20 Grade” means a Grade which is designated as the T20 Grade in any particular Competition by the Board of Directors from time to time.

“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 5.2. and includes Women’s Premier Grade.

“Women’s Premier Grade” means a Grade which is designated as the Premier Grade in a One Day Competition or T20 Competition by the Board of Directors from time to time, being the top Women’s Grade for superior players in those Competitions.

“Youth Grade” means any Grade specified as a Youth Grade by the Board of Directors in accordance with bylaw 5.3.

17.2 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 17.1 of these bylaws, in which case the definition in clause 17.1 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 the singular includes the plural and vice versa.

APPENDIX 1 - LOGOS