

AGREEMENT IN RELATION TO CRICKET COMPETITION MANAGEMENT

BETWEEN

Cricket New South Wales (ABN 27 000 011 987)

AND

Cricket Wagga Wagga

RECITALS

- A. CNSW is the state governing body for cricket in NSW.
- B. The Wagga Wagga Cricket Association Inc (the Association) operates as a traditional cricket association structure with Member Clubs entering junior and/or senior teams that compete in organised participation, competitive and representative cricket and in accordance with the affiliate requirements of CNSW.
- C. CNSW and the Association have agreed to the terms of this Agreement with the following purpose:
- i. to provide the basis on which all current competition management and/or judicial arrangements for all competitions operated by the Association will be administered and/or managed CNSW;
 - ii. to foster the growth and sustainability of cricket and Member Clubs affiliated within the Area;
 - iii. to fully embed the full Australian Junior Cricket Pathway in all age groups participating within the Area; and
 - iv. to agree on and document areas of autonomy, responsibility and collaboration of CNSW, the Association, and Member Clubs.
- D. This Agreement intends to:
- i. provide the framework within which detailed planning for projects and programs related to strengthening the delivery of the junior and senior cricket participation experience and competitions between the Parties;
 - ii. enable the Parties to promote cooperation and collaboration for the mutual benefit of all cricketers and the Member Clubs.

- iii. reduce the burden of the Association administration from volunteers and allowing them to focus on and further the development of their individual clubs;
- iv. improve alignment and integration of annual and longer-range planning support to optimise the delivery and sustainability of cricket participation throughout the Area;
- v. enhance the player, coach, volunteer and officiating experience through the professional administration of the Area's community cricket competitions.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions and interpretation

1.1. In this agreement, all defined terms have the meaning as set out below unless otherwise indicated.

Term	Meaning
Area	The area operated by the Association as defined in the Schedule.
Association	The Participant identified in item 2 of the Schedule.
Association Committee	The Committee of Management of the Association as required to be constituted in compliance with its governance documents, including any legislative requirement.
Competition Administration Fee	The fees payable by the Association to CNSW as set out in item 7 of the Schedule and as otherwise agreed between the parties taking into account any split season fees.
CNSW	New South Wales Cricket Association trading as Cricket NSW (ABN 27 000 011 987).
CNSW Integrity Framework Policies	means those policies referred to in clause 4.1 of the CNSW By-laws and includes: (a) Complaints and Dispute Resolution Policy; (b) Code of Conduct – as set out in clause 5 of the CNSW By-Laws; (c) Member Protection Policy; (d) Cricket Australia Anti-Doping Code; (e) Cricket Australia Illicit Substances Rule; (f) Anti-Corruption Policy; (g) CNSW Safeguarding Children and Young People Policy; and

	(h) any other policy introduced by Cricket Australia or CNSW from time to time and notified to the Associations and the Affiliates.
Dispute Notice	A notice of dispute served by one Party on another in accordance with clause 6.3.
Member Clubs	The clubs affiliated to the Association.
Parties	CNSW and the Association.

2. TERM

- 2.1. This Agreement takes effect on the Commencement Date and continues for the Term as specified in the Schedule.
- 2.2. The Term shall continue for the Further Term unless the Association provides to CNSW written notice of its intention to terminate the Agreement no later than 1 April of the year immediately prior to the commencement of the Further Term.

3. GOVERNANCE

CNSW rights and obligations

3.1. CNSW is responsible for:

- 3.1.1. all services described in item 9 of the Schedule; and
- 3.1.2. providing advice to the Association to ensure the effective operation of the Agreement as required from time- to-time.

3.2. CNSW may audit the Association or its Member Clubs from time to time to ensure compliance with its policies and procedures and provide ongoing training and support to the Association in respect of compliance matters.

Association rights and obligations

3.3. The Association is responsible for:

- 3.3.1. providing all information and documents to CNSW to ensure the effective operation of the Agreement when requested to do so;
- 3.3.2. adopting in full, uphold and be bound by the CNSW Playing Conditions, Code of Conduct Procedures, CNSW Integrity Framework, other cricket policies and compliance requirements established by CNSW for Area competitions, programs, teams, volunteers, administrators and clubs;

3.3.3. payment of all fees and charges associated with the Agreement as advised by

CNSW during the Term and the Further Term, including the Team Fees set out in accordance with the Schedule;

3.3.4. ensuring that its governance documents align with the Cricket NSW By-Laws, where those documents conflict, within 18 months of entering into this Agreement;

3.3.5. managing the existing assets and reserves of the Association, as well as all finances related to representative cricket.

3.4. If applicable to this Agreement, where CNSW is responsible for all aspects of Association Committee meetings, the Association will also be responsible for:

3.4.1. meetings of sub-committees as and when they are required and the Association will notify CNSW of these meetings should they wish to attend;

3.4.2. ensuring copies of all Association and/or sub-committee minutes are provided to CNSW.

Association regulatory affairs

3.5. The Association may choose to maintain its status as an incorporated association. If the Association makes such an election, the Association Committee and the Public Officer are responsible for ensuring the Association complies with its statutory and reporting obligations and will be required to maintain a minimum of 3 members at all times.

3.6. If the Association chooses to change its status as an incorporated association, it will notify CNSW to ensuring appropriate arrangements are in place with regards to affiliation, including insurance arrangements.

3.7. The Association acknowledges that should its governing documents conflict with Cricket NSW's Constitution and/or By-Laws, that the CNSW documents will prevail to the extent of any inconsistency.

4. FEES AND CHARGES

4.1. The Association will be responsible for the fees and charges identified in item 7 of the Schedule.

4.2. The Competition Administration Fee will be reviewed annually by CNSW in line with relevant operating expenses each year of the Agreement and may be increased by providing the Association with no less than 30 days' notice.

4.3. In imposing any increase to Competition Administration Fees, CNSW will also have regard to the current published Consumer Price Index as calculated by the Australian Bureau of Statistics and published on the Australian Bureau of Statistics website (CPI).

- 4.4. If applicable to this Agreement, the Team Operations Fees are set by CNSW on an annual basis as part of the Strategic Partnership budgeting process to ensure a viable and sustainable competition and will be advised in writing to the Association prior to the commencement of the season.
- 4.5. In the event of financial hardship of a team or Club in the competition, CNSW will work with the Association to establish a payment plan with adjusted Payment Terms.
- 4.6. Any non-payment of the fees and charges payable by the Association in accordance with this Agreement will be considered a breach of this Agreement and may subject to any of the following outcomes:
- 4.6.1. Imposition of the fee specified in item 8 of the Schedule;
 - 4.6.2. Deduction of competition points;
 - 4.6.3. Removal of eligibility for finals;
 - 4.6.4. Suspension from registration in future seasons;
 - 4.6.5. Immediate removal of the team/Club from the competition; and/or
 - 4.6.6. Termination of this Agreement in accordance with clause 7.

5. EFFECT AND AMENDMENT

- 5.1. This Agreement is in effect for the Term specified in the Schedule.
- 5.2. The Parties agree that this Agreement will be subject to a review by the Parties on 31 March of each year of the Agreement, or at any other time as required by the CNSW Board.
- 5.3. This Agreement may be amended at any time, by mutual consent of the Parties and such amendments will be made in writing and signed by both Parties.

6. DISPUTES

- 6.1. All disputes between the Parties arising out of or in relation to this Agreement or any purported breach or non-performance of this Agreement (or part thereof) shall be referred by any Party, first, to the representative of the Parties as notified in the Schedule.
- 6.2. If a dispute arises out of or in relation to this Agreement, the parties will notify the Chief Governance and Integrity Officer of the dispute who will assist the parties to decide on an appropriate dispute resolution mechanism with a view to resolving the matter, noting that:

- 6.2.1. the Chair or President of the Association Committee and the Head of Clubs and Competitions will be advised of the dispute as soon as practicable; and
- 6.2.2. any concern that cannot be resolved between the Parties themselves will proceed to be managed in accordance with clause 6.3 to 6.5 below.
- 6.3. If the dispute cannot be resolved by the respective representatives of the Parties within 28 Business Days after it has been referred to them then any affected Party may serve a Dispute Notice on the other Party.
- 6.4. Upon receipt of a Dispute Notice by the other Parties, the Parties must refer the dispute to arbitration for final binding determination as follows:
- 6.4.1. the arbitrator will be a registered member of the Resolution Institute of mutually agreed by the Parties or, failing agreement within a further period of seven days, appointed, at the request of either party, by the President for the time being of the Resolution Institute (the Arbitrator);
- 6.4.2. the arbitration will be conducted in Sydney and in accordance with the guidelines laid down by and the rules selected by the appointed Arbitrator having regard to the principles of best practice in arbitration generally. The parties will bear their own costs of preparing for and participating in the arbitration and the costs of the Arbitrator (including without limitation the costs of any technical experts appointed by the Arbitrator) shall be borne in such proportion as the Arbitrator deems fair and reasonable in all circumstances or, if no such determination is made, then by the parties in equal proportions; and
- 6.4.3. the decision of the Arbitrator will be in writing and will be final and binding on the parties and the parties will be bound by and will immediately comply with the decision of the Arbitrator.
- 6.5. Nothing in this clause 6 will prevent either party making application to a court for injunctive or other urgent relief.

7. TERMINATION

- 7.1. Without prejudice to any other rights CNSW may have under this Agreement or at law, CNSW may terminate this Agreement if:
- 7.1.1. any of the following events occur:
- (i) the Association is in breach of any term of this Agreement and such breach is not remedied (in accordance with clause 7.4) within 14 days of receipt written notice from CNSW to do so; or



- (ii) the Association is or becomes insolvent or enters into liquidation, administration or receivership or makes a composition or arrangement with its creditors generally or takes advantage of any statute for the relief of insolvent debtors; and

7.1.2. CNSW gives the Association a written notice of termination which describes the specific events referred in clauses 7.1(a)(i) or (ii) and relied upon by CNSW as grounds of termination.

7.2. Without prejudicing any other rights the Association may have under this Agreement or at law, the Association may terminate its involvement in this Agreement against CNSW if:

7.2.1. any of the following events occur:

- (i) CNSW is in breach of any term of this Agreement and such breach is not remedied (in accordance with clause 7.4) within 14 days of receipt written notice from the Association to do so; or
- (ii) CNSW is or becomes insolvent or enters into liquidation, administration or receivership or makes a composition or arrangement with its creditors generally or takes advantage of any statute for the relief of insolvent debtors; and

7.2.2. the Association gives CNSW a written notice of termination which describes the specific events referred in clauses 7.2(a)(i) or (ii) and relied upon by that State and Territory Association as grounds of termination.

7.3. Though every reasonable effort will be made to carry out the Agreement, no Party will be deemed to be in breach of this Agreement or otherwise be liable to the other Parties for any failure or delay in performance by it of any of its obligations under this Agreement if and to the extent that the delay or non-performance is due to a Force Majeure.

7.4. The Parties agree that for the purposes of clauses 7.1 and 7.2, taking action to remedy a breach shall proceed in the following manner, unless the urgency of the circumstances requires otherwise:

7.4.1. representatives of the Parties will hold a mutually convenient meeting to discuss the breach and possible remedies; and

7.4.2. representatives of the Parties will mutually agree (acting reasonably) to the remedies to rectify the breach. If the representatives are unable to agree (acting reasonably) on how to remedy the breach, or if the breach is incapable of remedy, then the relevant Party may proceed to terminate its involvement in this Agreement pursuant to clauses 7.1 or 7.2 (as the case may be).

8. GENERAL

- 8.1. Subject to subclause (d), any notice or other communication for the purposes of this Agreement will be given in writing and delivered to the addresses of the Parties as specified in the Schedule 1.
- 8.2. In the event of any urgent Service-related issue the Association may direct its enquiries to the CNSW Representative noted in item 1 of the Schedule.

Signed in Sydney, NSW

**FOR THE
NSW CRICKET ASSOCIATION**



Martin Gleeson
Chief Community Cricket Officer

10/21/2024

**FOR THE
ASSOCIATION**



George Burley
Board Chairman

10/21/2024

Key Schedule

1. Cricket New South Wales	Cricket New South Wales (ABN 27 000 011 987) 161 Silverwater Road, Sydney Olympic Park NSW 2127 Cricket New South Wales Representative <i>Daniel Solway</i> Phone: 0425 810 190 Email: daniel.solway@cricketnsw.com.au										
2. Association	<i>Cricket Wagga Wagga</i> Address: 2 Blake St Wagga Wagga NSW 2650 Association Representative George Burley Phone: 0413 172 704 Email: george.burley@transport.nsw.gov.au										
3. Area	<i>Riverina Zone + Community Cricket Area – Southern Inland</i>										
4. Key Personnel	<i>Jerim Hayes – Clubs and Competition Manager Western NSW</i> <i>Beck Frostick – Cricket Manager – Southern Inland</i> <i>Anthony McGettigan – Competition Administrator</i> <i>Committee Members</i>										
5. Term	Term Commencement Date: 01/07/2024 (date signed by both parties) End Date: 01/07/2026										
6. Further Term	Further Term: 2 years End Date: 01/07/2028										
7. Competition Administration Fees	The Competition Administration Fees effective for the 2024-25 season are set out below, plus GST: <table><tr><td>Competition*</td><td>Stage 1</td><td>Stage 2</td><td>Stage 3</td><td>Senior</td></tr><tr><td>Competition Administration Fee</td><td>\$180</td><td>\$220</td><td>\$280</td><td>\$450</td></tr></table> *As defined in the Australian Junior Cricket Pathway Any amendment to Competition Administration Fees required other than in accordance clause 4.2 of this Agreement will be made in writing and with the consent of both parties.	Competition*	Stage 1	Stage 2	Stage 3	Senior	Competition Administration Fee	\$180	\$220	\$280	\$450
Competition*	Stage 1	Stage 2	Stage 3	Senior							
Competition Administration Fee	\$180	\$220	\$280	\$450							

8. Payment Terms

The Payment Terms for the fees payable in items 7 and 8 of this Schedule are 30 days from the date of invoice. Any payment not received within the Payment Terms will attract the following fee:

Stage 1	Stage 2	Stage 3	Senior
\$20	\$20	\$30	\$50

9. Services**Strategic Partnership – Item 9****STANDARD SERVICES**

1. Management of the Area's competitions including all operations, administrative functions, financial management, policies and procedures required to run junior and senior cricket competitions and participation growth programs effectively and to a high standard within the Area including but not limited to:

1. CNSW manage Association competitions, consulting Association committee and Clubs
2. Direct communication with committee, council and Clubs. CNSW schedule and host Association meetings
3. Significant volunteer support and workload reduction in administrative tasks
4. CNSW manages Code of Conduct and Integrity matters
5. CNSW carries budget risk and financial requirements (excluding incorporation requirements of the Association)
6. Allows volunteers to focus on growing their Club and/or Rep Cricket
7. Reduced duplication through a streamlined decision-making process. E.g.: CNSW & Council relationship
8. Enhances the player, coach, volunteer and officiating experience through the professional management of the competition and by planning and delivering training for coaches, scorers etc.
9. Greater and faster access to expertise of other departments of CNSW, such as Marketing, Infrastructure, Legal, etc.
10. Operate & manage association website
11. Determine & Enforce Playing Conditions

2. Management of Code of Conduct and/or judicial matters arising from the delivery of Area competitions and the assessment and triage of breaches of the CNSW Integrity Framework Policies in accordance with the CNSW By-laws;

1. developing, managing and enforcing policies and compliance within the Area competitions including but not limited to:

i. Terms and Conditions for Player Registration;

ii. competition formats, offerings, rules and playing conditions;

iii. policies necessary for the regulation of cricket in New South Wales, including but not limited to wet weather, helmets, heat, child protection, concussion, insurance and risk management;

iv. Code of Conduct Procedures which are binding for players, parents, coaches, officials, managers, administrators and spectators;

v. CNSW Integrity Framework Policies; and

3. All aspects of Association Committee meetings. Any requests by the Association and/or its members for additional Association Committee meetings must be made to CNSW in accordance with its Constitution;

4. Advice provided to the Association's Management Committee in relation to financial matters as requested;

2024.06 Competition Administration Schedule - CWW

Final Audit Report

2024-10-20

Created:	2024-10-20
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"2024.06 Competition Administration Schedule - CWW" History

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