

The Companies Act 2006

Community Interest Company Limited by Guarantee

Articles of Association
of
Newcastle Cricket Club C.I.C.

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INTERPRETATION

1. Defined Terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at end of the Articles.

COMMUNITY INTEREST COMPANY AND ASSET LOCK

2. Community Interest Company

The Company is to be a community interest company (CIC) and community amateur sports club (CASC)

3. Affiliation

3.1 The Club is affiliated to the England and Wales Cricket Board through the Northumberland Cricket Board.

3.2 The Club and its members shall ensure that members, playing and non-playing, abide by the ECB Code of Conduct which incorporates the Spirit of Cricket and by the Laws of Cricket.

3.3 The Club shall adopt and implement the ECB Safe Hands – Cricket's Policy for Safeguarding Children and any future versions of this policy from time to time, together with the Club's own club Safeguarding Policy Statement (if any) from time to time.

3.4 The Club shall adopt and implement the ECB Anti-Discrimination Policy and the ECB Cricket Equality Policy and any future versions of these policies from time to time.

4. Asset Lock

4.1 The Company shall not transfer any of its assets other than for full consideration.

4.2 Provided the conditions in Article 4.3 are satisfied, Article 4.1 shall not apply to:

4.2.1 the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body; and

4.2.2 the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.

4.3 The conditions are that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the Memorandum and Articles of the Company.

4.4 If:

4.4.1 the Company is wound up under the Insolvency Act 1986 or otherwise; and

4.4.2 all its liabilities have been satisfied

any residual assets shall be given or transferred to an asset-locked body having similar objects to the Company's objects which (where possible) is a CIC and/or CASC or a registered charity or crickets governing body (namely the ECB) for use in related community sport as determined by resolution of the Voting Members in consultation with the Regulator.

5. **Not for profit**

The Club is not established or conducted for private gain and no surplus income or profits will be distributed by way of dividend to members: any surplus or assets are used principally for the benefit of the community by being reinvested by the Club in pursuance of its objects.

OBJECTS, POWERS AND LIMITATION OF BENEFITS AND LIABILITY

6. **Objects**

The objects of the Club are primarily to provide facilities for and promote participation of the whole community in the amateur sport of cricket and to work with local residents, public sector organisations, community and voluntary organisations and others to provide and develop community facilities or recreational, cultural, social, educational and leisure activities to improve the quality of life for the people living in Newcastle upon Tyne and the surrounding area (the "Objects").

7. **Powers**

To further its objects the Club may do all such lawful things as may further the Club's objects and, in particular, but, without limitation, may:

7.1 obtain funding for the activities of the Club by collecting entrance fees, membership subscriptions, and match fees, by obtaining sponsorship, fund raising events and activities and other available funding;

7.2 promote the Game within the Club;

7.3 provide other ordinary benefits of an amateur sports club as set out in CASC Regulations including without limitation provision of: suitably qualified coaches; coaching courses; insurance; medical treatment and post-match refreshments;

7.4 co-operate and/or enter into agreements with the ECB and other cricketing bodies to further the promotion and development of cricket;

- 7.5 organise and assist in the provision of giving and/or hosting social events, conferences, courses of instruction, exhibitions, competitions, lectures, meetings, functions, leisure, social and other sporting and/or educational activities;
- 7.6 provide and assist in the provision of money, materials or other help;
- 7.7 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 7.8 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Directors think fit provided that there is no permanent relocation or termination of playing cricket at or disposal of the cricket ground and buildings on Osborne Avenue, Jesmond, Newcastle Upon Tyne can be made without prior written approval of the members voting at a general meeting;
- 7.9 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation;
- 7.10 set aside funds for special purposes or as reserves against future expenditure;
- 7.11 invest the Club's money not immediately required for its Objects in or upon any investments, securities, or property;
- 7.12 arrange for investments or other property of the Club to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 7.13 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 7.14 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments (provided that all cheques and orders for payment of money from such accounts or facilities must be signed by at least two people authorised by the Directors, including at least one Director);
- 7.15 accept (or disclaim) gifts of money and any other property;
- 7.16 raise funds by way of subscription, donation or otherwise;
- 7.17 incorporate, acquire, provide funding and support to subsidiary companies to carry on any trade;
- 7.18 engage and pay employees, consultants and professional or other advisers;

- 7.19 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependents;
- 7.20 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 7.21 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 7.22 insure the property of the Club against any foreseeable risk and take out other insurance policies as are considered necessary by the Directors to protect the Club;
- 7.23 provide indemnity insurance for the Directors or any other officer of the Club;
- 7.24 pay any reasonable expenses and disbursements properly incurred by the Directors and President in the performance and discharge of their responsibilities in relation to the Club; and
- 7.25 do all such other lawful things as may further the Club's Objects.

LIMITATION ON PRIVATE BENEFITS

8. Limitation on private benefits

- 8.1 The income and property of the Club shall be applied solely towards the promotion of the Objects and no portion thereof shall be paid or transferred directly or indirectly, overtly or covertly by way of distribution, bonus or otherwise by way of profit to the Members of the Club or third parties other than other CIC's, CASCs or registered charities.
- 8.2 Nothing in Article 8.1 shall prevent the payment in good faith by the Club:
 - 8.2.1 to any director, committee or sub-committee member of reasonable and proper out-of-pocket expenses incurred in the exercise of their powers and the discharge of their responsibilities in relation to the Club;
 - 8.2.2 of reasonable remuneration to a Member of the Club (not being a director) for the supply of goods or services (excluding remuneration for playing for the Club);
 - 8.2.3 of remuneration to a Member of the Club (not being a director or a person connected to a director) for playing provided this is in compliance with the CASC Regulations;

- 8.2.4 of interest on money lent by a Member of the Club or its directors at a commercial rate of interest;
- 8.2.5 of reasonable and proper rent for premises demised or let by any Member of the Club or by any director;
- 8.2.6 of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the directors (or any of them) in relation to the Club; and
- 8.2.7 other payments as are permitted by these Articles.

Limitation of Liability and Indemnity

9. Liability of Members

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Club in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a Member, for:

- 9.1 payment of the Club's debts and liabilities contracted before he or she ceases to be a member;
- 9.2 payment of the costs, charges and expenses of winding up; and
- 9.3 adjustment of the rights of the contributories among themselves.

10. Indemnity

10.1 Subject to Article 10.2 but without prejudice to any indemnity to which a relevant Director or other officer of the Club may otherwise be entitled, every relevant Director of the Club or other officer of the Club shall be indemnified out of the Club's assets against:

10.1.1 any liability incurred by that relevant Director or other officer of the Club in connection with the activities of the Club or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and

10.1.2 any other liability incurred by that relevant Director or other officer of the Club or an associated company.

10.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

10.3 In this Article:

10.3.1 companies are "associated" if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

10.3.2 a “relevant Director” means any Director or former Director of the Club or an associated company.

DIRECTORS

DIRECTORS’ POWERS AND RESPONSIBILITIES

11. Directors’ general authority

Subject to the Articles, the Directors are responsible for the management of the Club’s business, for which purpose they may exercise all the powers of the Club.

12. Members’ reserve power

12.1 The Members may, by special resolution, direct the Directors to take, or refrain from taking, specific action.

12.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

13. Chair

The Directors may appoint one of their number to be the Chair of the Directors for such term of office as they determine and may at any time remove him or her from office.

14. Directors may delegate

14.1 Subject to the Articles, the Directors may delegate any of their powers or functions and the implementation of their decisions or day to day management of the affairs of the Club which are conferred on them under the Articles:

14.1.1 to such person or committee;

14.1.2 by such means (including by power of attorney or otherwise appoint any person to be agent of the Club;

14.1.3 to such an extent;

14.1.4 in relation to such matters or territories; and

14.1.5 on such terms and conditions,

as they think fit.

14.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors’ powers by any person to whom they are delegated.

14.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

15. Committees

15.1 In the case of delegation to committees:

- 15.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
 - 15.1.2 the composition of any committee shall be entirely in the discretion of the Directors and may include such of their number (if any) as the resolution may specify. Unless the Directors resolve otherwise, the Chair, the Secretary and the Treasurer shall sit and/or be entitled to sit on any committee of the Club ex-officio;
 - 15.1.3 the deliberations of any committee must be reported regularly to the Directors and any resolution passed or decision taken by any committee must be reported promptly to the Directors and every committee must appoint a secretary for that purpose;
 - 15.1.4 the Directors may make, repeal or alter such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
 - 15.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Club except where authorised by the Directors or in accordance with a budget which has been approved by the Directors.
- 15.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as they apply and are not superseded by any regulations made by the Directors.

16. Rules

- 16.1 The Directors may from time to time make, repeal or alter such codes of conduct and rules as they think fit as to the management of the Club and its affairs provided that nothing in those codes or rules shall prejudice the Club's status as a CIC and CASC and provided that the said codes and rules shall be consistent with these Articles and the Companies Acts ("Rules").
- 16.2 A copy of any Rules made pursuant to this Article 16 must be made public to the members and forwarded to the applicable licensing authority.
- 16.3 The Rules may regulate the following matters but are not restricted to them:
 - 16.3.1 the duties of any officers or employees of the Club;
 - 16.3.2 the admission of members of the Club and the benefits conferred on such Members, and any subscriptions, fees or payments to be made by Members;

- 16.3.3 the conduct of members of the Club generally and in relation to one another, and to the Club's employees and volunteers;
- 16.3.4 the conduct of business of the Directors or any committee (including, without limitation, how the Directors make decisions and how such rules are to be recorded or communicated to Directors);
- 16.3.5 any of the matters or things within the powers or under the control of the Directors; and
- 16.3.6 generally, all such matters as are commonly the subject matter of company, the Club, licensed premises, CIC and CASC regulations, rules (including the laws of cricket) and codes from time to time.

DECISION-MAKING BY DIRECTORS

17 Directors to take decisions collectively

Any decision of the Directors must be either:

- 17.1 a majority decision of the Directors present and voting at a quorate Directors' meeting (subject to Article 21.2); or
- 17.2 a decision taken in accordance with Article 23.

18 Calling a Directors' meeting

- 18.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.
- 18.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:
 - 18.2.1 all the Directors agree; or
 - 18.2.2 urgent circumstances require shorter notice.
- 18.3 Notice of Directors' meetings must be given to each Director.
- 18.4 Every notice calling a Directors' meeting must specify:
 - 18.4.1 the place, day and time of the meeting; and
 - 18.4.2 the general nature of the business to be considered at such meeting; and
 - 18.4.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 18.5 Notice of Directors' meetings need not be in Writing.
- 18.6 The Board shall meet at least four times each year.

18.7 Article 63 shall apply to Directors meetings and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for that purpose.

19 Participation in Directors' meetings

19.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

19.1.1 the meeting has been called and takes place in accordance with the Articles; and

19.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

19.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

19.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

20 Quorum for Directors' meetings

20.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

20.2 The quorum for Directors' meetings is to be two or 50% of the Directors whichever is the greater.

20.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

20.3.1 to appoint further Directors; or

20.3.2 to call a general meeting so as to enable the members to appoint further Directors.

21 Chairing of Directors' meetings and Casting Vote

21.1 The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

21.2 If the number of votes for and against a proposal at a Directors' meeting are equal, the Chair of the meeting shall have a casting vote in addition to any other vote he or she may have.

22 Decision making at a meeting

Subject to Article 21.2:

22.1 questions arising at a Directors' meeting shall be decided by a majority of votes; and

22.2 in all proceedings of Directors each Director must not have more than one vote.

23 Majority Decisions without a meeting

23.1 The Directors may, in the circumstances outlined in this Article 23 make a majority decision without holding a Directors' meeting.

23.2 If:

23.2.1 a Director has become aware of a matter on which the Directors need to take a decision;

23.2.2 that Director has taken all reasonable steps to make all the other Directors aware of the matter and the decision;

23.2.3 the Directors have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and

23.2.4 a majority of the Directors vote in favour of a particular decision on that matter,

a decision of the Directors may be taken by majority and shall be as valid and effectual as if it had been taken at a Directors' meeting duly convened and held.

23.3 Directors participating in the taking of a majority decision otherwise than at a Directors' meeting in accordance with this Article:

23.3.1 may be in different places, and may participate at different times; and

23.3.2 may communicate with each other by any means.

23.4 The Chair, or such other Director as shall be appointed by the Directors shall be the chair of the process of decision-making in accordance with this Article 23. The process shall include:

23.4.1 circulation of the proposed decision with an indication of the time period for discussion and the date by which Directors are asked to cast their votes;

23.4.2 the nomination of a person to whom all Director's votes must be communicated;

23.4.3 if a majority of the Directors vote in favour of the decision, the nominated person shall forthwith communicate the decision to all the Directors and the date of the decision shall be the date on which the vote is cast to bring the number of Directors voting in favour into the majority; and

23.4.4 the nominated person must prepare a minute of the decision in accordance with Article 70.

23.5 In the case of an equality of votes in any decision-making process in accordance with this Article, the Chair shall be entitled to a casting vote in addition to any other vote he or she may have in accordance with Article 21.2

Directors Interests and management of conflicts of interest

24. Declaration of interests

24.1 Unless Article 24.2 applies, a Director must declare the nature and extent of:

24.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Club; and

24.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Club or his or her duties to the Club.

24.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

Participation in decision-making

24.3 If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Club, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.

24.4 If a Director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Club, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

24.4.1 the decision could result in the Director or any person who is Connected with him or her receiving a benefit other than:

24.4.1.1 any benefit received in his or her capacity as a member of the Club and which is available generally to the members of the Club;

24.4.1.2 the level of the Club's membership subscriptions;

24.4.1.3 the payment of premiums in respect of indemnity insurance effected in accordance with Article 7.23;

24.4.1.4 payment under the indemnity set out at Article 73; and

24.4.1.5 reimbursement of expenses in accordance with Article 8.2.1;

24.4.2 a majority of the other Directors participating in the decision-making process decide to the contrary,

in which case he or she must comply with Article 24.5

24.5 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 24.5, he or she must:

24.5.1 take part in the decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate;

24.5.2 not be counted in the quorum for that part of the process; and

24.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Club

24.6 Where a Director or person Connected with him or her has a conflict of interest or conflict of duties and the Director has complied with his or her obligations under these Articles in respect of that conflict:

24.6.1 the Director shall not be in breach of his or her duties to the Club by withholding confidential information from the Club if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

24.6.2 the Director shall not be accountable to the Club for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

25 Register of Directors' interests

The Directors must ensure a register of Directors' interests is kept.

26 Validity of Director actions

All acts done by a person acting as a Director shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Director.

APPOINTMENT AND RETIREMENT OF DIRECTORS

27. Number and type of Directors

27.1 There shall be at least four Directors and not more than eleven Directors and the Board will, in the ordinary course of business, include the following Director positions:

27.1.1 the Chair;

27.1.2 the Secretary;

27.1.3 the Treasurer; and

27.1.4 the Club Welfare Officer.

27.2 At least three Directors shall be unrelated to each other and not cohabiting.

27.3 The Directors shall consider skills needed and diversity on the Board.

28. Methods of appointing directors

28.1 Those persons notified to the Registrar of Companies as the first Directors of the Club shall be the first Directors.

28.2 Any person who is a member and is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director subject to the provisions of these Articles:

28.2.1 by ordinary resolution of Members; or

28.2.2 by a decision of the Directors.

28.3 Subject to any Rules, any Member entitled to vote may nominate another member to be Director. Any person nominated as a member of the Board must be a Member entitled to vote. Any nomination must be made on the form prescribed from time to time by the Directors. Any nomination must be seconded by another Member entitled to vote. Members may only nominate or second one candidate for each post and the form must be completed and returned to the Secretary not later than such date as the Directors shall prescribe each year.

28.4 If there are the same number of candidates as there are vacancies for a post, those candidates shall be declared elected unopposed at the AGM. In the event of there being more nominations than vacancies, there shall be an election at the AGM as directed by the Directors. The results of any such election must be announced at the AGM by the Directors.

28.5 The Directors may at the Board's sole discretion appoint such other persons (if any) to fill a vacancy until the next AGM. Such appointed directors shall be entitled to vote at the meetings of the Board.

28.6 Any Director may be re-elected or re-co-opted without limit but no Director may serve for more than five consecutive terms without spending one year out of office before being eligible for appointment again. The Directors may agree a process, set out in the Rules for nominating and electing Directors at an AGM.

28.7 If the Club at the AGM at which a Director retires does not fill the vacancy, the retiring Director will, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved by those members entitled to vote not to fill the vacancy or unless a

resolution of those members entitled to vote for the reappointment of the Director is put to the meeting and lost.

Minimum age

28.8 No person may be appointed as a Director unless he or she has reached the age of 18 years.

General

28.9 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors.

28.10 In any case where, as a result of death, the Club has no Members and no Directors, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint a person to be a Member.

28.11 For the purposes of Article 28.10, where two or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

28.12 In circumstances in which a Director is appointed by a decision of the Directors the members of the Club shall be asked to ratify the appointment at either the next general meeting of the Club or at the next annual general meeting of the Club. Should the members not ratify the appointment, that Director shall immediately cease to be a Director of the Club.

29 Termination of Director's appointment

A person ceases to be a Director as soon as:

29.1 he or she ceases to be a Member;

29.2 he or she ceases to be a Director by virtue of any provision of the Companies Acts, or is prohibited from being a Director by law;

29.3 the Directors reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she is removed from office;

29.4 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

29.5 a composition or arrangement is made with that person's creditors generally in satisfaction of that person's debts;

29.6 notification is received by the Club from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least four Directors will remain in office when such resignation has taken effect);

- 29.7 the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason;
- 29.8 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days notice that the resolution is to be proposed specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representation to the Directors;
- 29.9 at a general meeting of the Club, a resolution is passed that the Director be removed from office, provided the meeting has invited the views of the Director concerned and considered the matter in the light of such views; or
- 29.10 at a general meeting of the Club, a resolution to ratify the appointment of a Director in accordance with Article 28.12 is defeated.

30. President

The Directors may appoint and remove any one individual at a time as President of the Club on such terms and for such period as they shall think fit, such appointment to be ratified by a vote of those Members entitled to vote at a general meeting. The President (if not a Member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Club and shall also have the right to receive accounts of the Club when available to Members.

31. Retirement by rotation

- 31.1 At one general meeting per calendar year only (whether the annual general meeting or otherwise) (a “**Rotation Meeting**”) one-third of the elected Directors or, if their number is not three or a multiple of three, then the nearest number to one-third shall retire from office. A retiring Director shall retain his or her office until the dissolution or adjournment of the Rotation Meeting at which they retire.
- 31.2 The Directors to retire in every year shall be those who have been longest in office since their last election or appointment but as between persons who became Directors on the same day those to retire shall (unless otherwise agreed amongst themselves) be determined by lot. Retiring directors shall be eligible for re-election.
- 31.3 The Club may at a Rotation Meeting fill the vacated office of each retiring Director by electing a person thereto and, in default, the retiring Director shall, if offering himself or herself for re-election, be deemed to have been re-elected unless at such Rotation Meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director shall have been put to the meeting and lost.
- 31.4 No person other than a Director retiring at the meeting shall be eligible for election as a Director at any Rotation Meeting unless not less than one week before the said meeting his or her name and nomination shall have been given to the Secretary by notice in writing left at the registered office of the Club and signed by five Members and there shall also have been left at the Registered Office notice in writing signed by such person of his or her willingness to be elected as a Director and (if not already a Member) to

become a full Member and his or her nomination complies with the requirements laid down by these Articles.

- 31.5 The Club may from time to time in General Meeting increase or reduce the number of Directors and make the appointments necessary for effecting any such increase and determine in what rotation the increased or reduced number is to go out of office.

MEMBERS

MEMBERSHIP CLASSES AND BECOMING AND CEASING TO BE A MEMBER

32. Membership Classes

- 32.1 Membership classes of the Club shall consist of the following:

32.1.1 Full Member - playing

32.1.2 Full Member – non-playing

32.1.3 Junior Member (under the age of 18)

- 32.2 The classes and categories under Article 32.1 and 33.13 do not constitute, and the Directors may not create different classes of members with different rights within the meaning of those parts of the Companies Acts which deal with class rights, but for the avoidance of doubt under Article 33.13 the Directors may create categories of Members within different classes of Member with the same rights.

- 32.3. The Directors may from time to time and for such period as it decides allow affiliates of the Club to enjoy some or all of the benefits of the Club that members of the Club enjoy except that such:

32.3.1 affiliates (and Junior Members under Article 30.1.3) shall have no voting rights under such Rules or in relation to the Club;

32.3.2 affiliates will be subject to such terms that the Board shall decide; and

32.3.3 affiliation shall meet the requirements of section 62-66 of the Licensing Act 2003.

- 32.4 Only Voting Members shall be entitled to notice of and to attend and vote at any general meeting of the Club. Non-Voting Members shall be entitled to receive notice of and to attend general meetings of the Club but shall not be entitled to vote at such general meetings.

33. Becoming a member

- 33.1 The subscribers to the Memorandum are the first members of the Company.

- 33.2 Such other persons as are admitted to membership by the Directors in accordance with the Articles shall be members of the Club.

- 33.3 Every person who wishes to become a member shall deliver to the Club an application for membership in such form (and containing such information) as the Directors require from time to time and executed by him or her (“**Application Form**”).
- 33.4 On submission of a duly completed Application Form which is approved by the Directors and payment of the required subscription and/or entrance fees to the Club, the prospective member shall become a Member of the Club in the class and category of membership for which they have applied and been approved by the Directors.
- 33.5 Subject to Articles 33.12 and 36 the Directors may refuse membership, or remove it, at their discretion.
- 33.6 The Directors may only refuse to admit a new member if a resolution is passed at a meeting where the person in question has been notified in writing in advance and been given 14 days to submit written representations for the Directors to consider at the meeting and appeal against a refusal of membership shall be to the Appeals Committee under Article 36.5.
- 33.7 The procedure for taking disciplinary action against a member, including removing membership, is dealt with in more detail below.
- 33.8 No person shall be eligible to take part in the business of the Club, vote at general meetings or on written resolutions or be eligible for selection for any Club team unless the applicable subscription has been paid by the due date and/or membership has been agreed by the Directors.

Subscriptions

- 33.9 The Directors may at their discretion levy subscriptions on members of the Club at such rate or rates as they shall decide from time to time.
- 33.10 Subscriptions shall be due and payable on an annual basis on 1 January of the relevant year.

Register of members

- 33.11 The names of the members of the Club must be entered in the register of members.

Non-discrimination

- 33.12 Membership of the club shall be open to anyone interested in the sport on application, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs, except as a necessary consequence of the requirements of the Game. The Club may have different classes of membership (and categories within them) and subscription on a non-discriminatory and fair basis. The Club will keep subscriptions at levels that will not pose a significant obstacle to people participating. The Directors may refuse membership, or remove it, only for good cause such as conduct or character likely to bring the club or sport into disrepute. Appeal against refusal or removal may be made under Article 36.5 to the Appeals Committee

Privileges and categories of membership

33.13 The Club may have different categories within classes of membership and subscription on a non-discriminatory and fair basis. The Club will have an equitable pricing policy and will keep subscriptions at levels that will not pose a significant obstacle to people participating.

33.14 Membership of the Club shall be open to any person interested in furthering the Objects of the Club irrespective of age, gender, disability, race, ethnic origin, creed, colour, social status or sexual orientation subject always to the other requirements set out in the Articles.

34. Conditions of Membership

34.1 All Members shall be bound by and subject to these Articles and the Rules including the codes of conduct of the Club from time to time and shall respect the rules of the Game as set from time to time by the ICC.

34.2 The Members shall pay any entrance fees and annual subscription set by the Board under Article 33.9 above. Any member whose subscription fee is more than three months in arrears shall be deemed to have resigned his membership of the Club.

34.3 Subject to Article 36, the Board may terminate the membership of any person, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership set out in this Article 34.

35. Termination of membership

35.1 Membership is not transferable to anyone else.

35.2 Membership is terminated if:

35.2.1 the Member being an individual dies or ceases to exist;

35.2.2 on the expiry of seven Clear Days' notice given by the Member of the Club of his or her intention to withdraw;

35.3.3 if any subscription or other sum payable by the member to the Club is not paid on the due date and remains unpaid seven days after notice served on the Member by the Club informing him or her that he or she will be removed from membership if it is not paid. The Directors may re-admit to membership any person removed from membership on this ground on him or her paying such reasonable sum as the Directors may determine; or

35.3.4 if membership is terminated in accordance with Article 36.

36. Removal of membership, discipline and appeals

36.1 Any complaints regarding the behaviour of members, guests or volunteers should be lodged in writing with the Secretary.

36.2 Any person that is the subject of a written complaint or appeal shall be notified of the procedures to be followed by the relevant committee in reasonable time to prepare for any hearing.

- 36.3 The Board shall appoint a disciplinary sub-committee (the “Disciplinary Sub-Committee”) who will meet to hear complaints within 21 days of a complaint being lodged. Any person requested to attend a Disciplinary Sub-Committee shall be entitled to be accompanied by a friend or other representative and to call witnesses. The Disciplinary Sub-Committee has the power to take appropriate disciplinary action on behalf of the Board, including the termination of membership or exclusion from Club premises.
- 36.4 The outcome of the disciplinary hearing shall be put in writing to the person who lodged the complaint and the person against whom the complaint was made within 14 days following the hearing.
- 36.5 There shall be a right of appeal within 14 days of receipt of the disciplinary decision or decision to refuse membership:
- 36.5.1 against the Disciplinary Sub-Committee’s findings or the sanction imposed or both; and
- 36.5.2 against the Board’s refusal to admit a new member, and
- in either case, the Committee shall appoint an appeals committee (“Appeals Committee”). The Appeals Committee shall have a maximum of three members which shall not include members involved with the initial disciplinary hearing but may include non-members of the Club. The Appeals Committee shall consider the appeal within 21 days of the Secretary receiving the appeal. The individual who submitted the appeal shall be entitled to be accompanied by a friend or other representative and to call witnesses. The decision of the Appeals Committee shall be final and binding on all parties.

ORGANISATION OF GENERAL MEETINGS

37. Annual General Meetings

The Club must hold an AGM once in every calendar year and not more than 15 months shall pass between one AGM and the next. It shall be held at such time and place as the Directors think fit.

38. Other General meetings

- 38.1 The Directors may call a general meeting at any time.
- 38.2 The Directors must call a general meeting if required to do so by the Members under the Companies Acts.
- 38.3 The Directors may call an annual general meeting at their discretion provided that there is no more than one annual general meeting in any calendar year.

39. Length of notice

All general meetings must be called by either:

- 39.1 at least 14 Clear Days' notice; or
- 39.2 shorter notice if it is so agreed by a majority of the Voting Members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the Voting Members.

40. Contents of notice

- 40.1 Every notice calling a general meeting must specify the place, day and time of the meeting, whether it is a general or an annual general meeting, and the general nature of the business to be transacted.
- 40.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.
- 40.3 In every notice calling a meeting of the Club there must appear with reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a general meeting.
- 40.4 If the Club gives an electronic Address in a notice calling a meeting, it will be deemed to have agreed that any Document or information relating to proceedings at the meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice).

41. Service of notice

Notice of general meetings must be given to every Voting Member, to the Directors and to the auditors of the Club (if any).

42. Attendance and speaking at general meetings

- 42.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 42.2 A person is able to exercise the right to vote at a general meeting when:
- 42.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 42.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 42.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 42.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

42.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

43. Quorum for general meetings

43.1 No business (other than the appointment of the chair of the meeting) may be transacted at any general meeting unless a quorum is present.

43.2 Fifteen persons entitled to vote on the business to be transacted (each being a Voting Member, a proxy for a Voting Member or a duly Authorised Representative of a Voting Member) shall be a quorum.

43.3 If a quorum is not present within half an hour from the time appointed for the meeting:

43.3.1 the Chair of the meeting may adjourn the meeting to such day, time and place (within 14 days of the original meeting) as he or she thinks fit; and

43.3.2 failing adjournment by the Chair of the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such day (within 14 days of the original meeting), time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

44. Chairing general meetings

44.1 The Chair (if any) or in his or her absence some other Director nominated by the Directors will preside as chair of every general meeting.

44.2 If neither the Chair nor such other Director nominated in accordance with Article 44.1 (if any) is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to chair the meeting and, if there is only one Director present and willing to act, he or she shall be chair of the meeting.

44.3 If no Director is willing to act as Chair of the meeting, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present in person or by proxy and entitled to vote must choose one of their number to be Chair of the meeting, save that a proxy holder who is not a Member entitled to vote shall not be entitled to be appointed Chair of the meeting.

45. Attendance and speaking by Directors and non-members

45.1 A Director and President may, even if not a Member, attend and speak at any general meeting.

45.2 The Chair of the meeting may permit other persons who are not Voting Members of the Club to attend and speak at a general meeting.

46. Adjournment

- 46.1 The Chair of the meeting may adjourn a general meeting at which a quorum is present if:
- 46.1.1 the meeting consents to an adjournment; or
 - 46.1.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 46.2 The Chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 46.3 When adjourning a general meeting, the Chair of the meeting must:
- 46.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
 - 46.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 46.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Club must give at least seven Clear Days' notice of it:
- 46.4.1 to the same persons to whom notice of the Club's general meetings is required to be given; and
 - 46.4.2 containing the same information which such notice is required to contain.
- 46.5. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

47. Voting: general

- 47.1. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 47.2. A person who is not a Voting Member of the Club shall not have any right to vote at a general meeting of the Club.
- 47.3. Article 47.2 shall not prevent a person who is a proxy for a Voting Member or a duly Authorised Representative from voting at a general meeting of the Club.

48. Votes

- 48.1 On a vote on a resolution at a meeting on a show of hands every person present in person (whether a Voting Member, proxy or Authorised Representative of a Voting Member) and entitled to vote shall have a maximum of one vote.
- 48.2 On a vote on a resolution at a meeting on a show of hands, unless a poll is duly demanded, a declaration by the chair of the meeting that the resolution:

48.2.1 has or has not been passed; or

48.2.2 passed with a particular majority,

is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with Article 70 is also conclusive evidence of that fact without such proof.

48.3 On a vote on a resolution on a poll at a meeting every Voting Member present in person or by proxy or Authorised Representative shall have one vote.

48.4 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have.

48.5 No Member shall be entitled to vote at any general meeting unless all monies presently payable by him or her to the Club have been paid.

48.6 The following provisions apply to any organisation that is a Voting Member (“a Member Organisation”):

48.6.1 a Member Organisation may nominate any individual to act as its representative (“an Authorised Representative”) at any meeting of the Club;

48.6.2 the Member Organisation must give notice in Writing to the Club of the name of its Authorised Representative. The Authorised Representative will not be entitled to represent the Member Organisation at any meeting of the Club unless such notice has been received by the Club. The Authorised Representative may continue to represent the Member Organisation until notice in Writing is received by the Club to the contrary;

48.6.3 a Member Organisation may appoint an Authorised Representative to represent it at a particular meeting of the Club or at all meetings of the Club until notice in Writing to the contrary is received by the Club;

48.6.4 any notice in Writing received by the Club shall be conclusive evidence of the Authorised Representative’s authority to represent the Member Organisation or that his or her authority has been revoked. The Club shall not be required to consider whether the Authorised Representative has been properly appointed by the Member Organisation;

48.6.5 an individual appointed by a Member Organisation to act as its Authorised Representative is entitled to exercise (on behalf of the Member Organisation) the same powers as the Member Organisation could exercise if it were an individual member;

48.6.6. on a vote on a resolution at a meeting of the Club, the Authorised Representative has the same voting rights as the Member Organisation would be entitled to if it was an individual member present in person at the meeting; and

48.6.7 the power to appoint an Authorised Representative under this Article 48.6 is without prejudice to any rights which the Member Organisation has under the Companies Acts and the Articles to appoint a proxy or a corporate representative.

49. Poll votes

49.1. A poll on a resolution may be demanded:

49.1.1. in advance of the general meeting where it is to be put to the vote; or

49.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

49.2 A poll may be demanded by:

49.2.1 the Chair of the meeting;

49.2.2. the Directors;

49.2.3 two or more persons having the right to vote on the resolution;

49.2.4 any person, who, by virtue of being appointed proxy for one or more members having the right to vote at the meeting, holds two or more votes; or

49.2.5 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

49.3 A demand for a poll may be withdrawn if:

49.3.1 the poll has not yet been taken; and

49.3.2 the Chair of the meeting consents to the withdrawal.

49.4. Polls must be taken immediately and in such manner as the Chair of the meeting directs.

49.5 The Chair of the meeting may appoint scrutineers (need not be Members) and decide how and when the result of the poll is to be declared.

50. Timing

50.1 A poll on:

50.1.1 the election of the Chair of the meeting; or

50.1.2 a question of adjournment;

must be taken immediately.

50.2 Other polls must be taken within 30 days of their being demanded.

50.3 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

51. Notice

- 51.1 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.
- 51.2 In any other case, at least seven days' notice must be given specifying the time and place at which the poll is to be taken.

52. Errors and disputes

- 52.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 52.2 Any such objection must be referred to the chair of the meeting whose decision is final.

53. Proxies power to appoint

A member is entitled to appoint another person as his or her proxy to exercise all or any of his or her rights to attend and speak and vote at a meeting of the Club. A proxy must vote in accordance with any instructions given by the member by whom the proxy is appointed.

54. Content of proxy notices

- 54.1 Proxies may only validly be appointed by a notice in writing (a "Proxy Notice") which:
 - 54.1.1 states the name and address of the Voting Member appointing the proxy;
 - 54.1.2 identifies the person appointed to be that Voting Member's proxy and the general meeting in relation to which that person is appointed;
 - 54.1.3 is signed by or on behalf of the Voting Member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - 54.1.4 is delivered to the Club in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 54.2 The Club may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 54.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 54.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
 - 54.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 54.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

55. Delivery of proxy notices

- 55.1 The Proxy Notification Address in relation to any general meeting is:
- 55.1.1 the registered office of the Club; or
 - 55.1.2 any other Address or Addresses specified by the Club as an Address at which the Club or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form; or
 - 55.1.3 any electronic Address falling within the scope of Article 55.2
- 55.2 If the Club gives an electronic Address:
- 55.2.1 in a notice calling a meeting;
 - 55.2.2 in an instrument of proxy sent out by it in relation to the meeting; or
 - 55.2.3 in an invitation to appoint a proxy issued by it in relation to the meeting;

it will be deemed to have agreed that any Document or information relating to proxies for that meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice). In this Article 55.2 Documents relating to proxies include the appointment of a proxy in relation to a meeting, any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy, and notice of the termination of the authority of a proxy.

56. Attendance of Member

A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Club by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.

57. Timing

- 57.1 Subject to Articles 57.2 and 57.3, a Proxy Notice must be received at a Proxy Notification Address not less than 48 hours before the general meeting or adjourned meeting to which it relates.
- 57.2 In the case of a poll taken more than 48 hours after it is demanded, the Proxy Notice must be received at a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.
- 57.3 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be:
- 57.3.1 received in accordance with Article 57.1; or
 - 57.3.2 given to the chair, Secretary (if any) or any Director at the meeting at which the poll was demanded.

58. Interpretation

Saturdays, Sundays, and Public Holidays are not counted when calculating the 48 hour and 24 hour periods referred to in Article 57

59. Revocation

- 59.1 An appointment under a Proxy Notice may be revoked by delivering to the Club a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address.
- 59.2 A notice revoking the appointment of a proxy only takes effect if it is received before:
- 59.2.1 the start of the meeting or adjourned meeting to which it relates: or
 - 59.2.2 (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

60. Execution

If the Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the author of the person who executed it to execute it on the appointor's behalf.

61. Amendments to resolutions

- 61.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 61.1.1 notice of the proposed amendment is given to the Club in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours (excluding Saturdays, Sundays and Public Holidays) before the meeting is to take place (or such later time as the chair of the meeting may determine); and
 - 61.1.2 the proposed amendment does not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the resolution.
- 61.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 61.2.1 the Chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 61.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 61.3 If the Chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

WRITTEN RESOLUTIONS

62. Written resolutions

- 62.1 Subject to Article 62.3, decisions of the Members can be made by passing a written resolution of the Club passed in accordance with this Article 62 shall have effect as if passed by the Club in general meeting:
- 62.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible Members.
- 62.1.2 A written resolution is passed as a special resolution if it is passed by Members representing not less than 75% of the total voting rights of eligible Members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 62.2 In relation to a resolution proposed as a written resolution of the Club the eligible members are the Members who would have been entitled to vote on the resolution on the circulation date of the resolution.
- 62.3 A Members' resolution under the Companies Acts removing a Director or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
- 62.4 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written notices shall be sent to the Club's auditors in accordance with the Companies Acts.
- 62.5 A Voting Member signifies their agreement to a proposed written resolution when the Club receives from him or her an authenticated Document identifying the resolution to which it relates and indicating his or her agreement to the resolution.
- 62.5.1 If the Document is sent to the Club in Hard Copy Form, it is authenticated if it bears the member's signature.
- 62.5.2 If the Document is sent to the Club by Electronic Means, it is authenticated if it bears the member's signature.
- 62.6 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.
- 62.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

63. Means of communication to be used

- 63.1 Subject to the Articles, anything sent or supplied by or to the Club under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Club, including without limitation:
- 63.1.1 in Hard Copy Form;

63.1.2 in Electronic Form; or

63.1.3 by making it available on a website.

63.2 Where a Document or information which is required or authorised to be sent or supplied by the Club under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Directors may decide what agreement (if any) is required from the recipient.

63.3 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.

63.4 A Director may agree with the Club that notices or Documents sent to that Director in a particular way are to be deemed to have been received within an agreed time of their being sent, and for the agreed time to be less than 48 hours.

64. Deemed delivery

64.1 A Member present in person or by proxy at a meeting of the Club shall be deemed to have received notice of the meeting and the purposes for which it was called.

64.2 Where any Document or information is sent or supplied by the Club to the Members:

64.2.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;

64.2.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent; and

64.2.3 where it is sent or supplied by means of a website, it is deemed to have been received:

64.2.3.1 when the material was first made available on the website; or

64.2.3.2 if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

64.3 Subject to the Companies Acts, a Director or any other person (other than in their capacity as a member) may agree with the Club that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

65. Failed delivery

65.1 Where any Document or information has been sent or supplied by the Club by Electronic Means and the Club receives notice that the message is undeliverable:

65.1.1 if the Document or information has been sent to a member or Director and is notice of a general meeting of the Club, the Club is under no obligation to send a Hard Copy of the Document or information to the member's or Director's postal address as shown in the Club's register of members or Directors, but may in its discretion choose to do so;

65.1.2 in all other cases, the Club shall send a Hard Copy of the Document or information to the member's postal address as shown in the Club's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and

65.1.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

66. Exceptions

66.1 Copies of the Club's annual accounts and reports need not be sent to a person for whom the Club does not have a current Address.

66.2 Notices of general meetings need not be sent to a member who does not register an Address with the Club, or who registers only a postal address outside the United Kingdom, or to a member for whom the Club does not have a current Address.

67. Communications to the Club

The provisions of the Companies Acts shall apply to communications to the Club.

68. Secretary

68.1 A Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

68.1.1. anything authorised or required to be given or sent to, or served on, the Club by being sent to its Secretary may be given or sent to, or served on, the Club itself, and if addressed to the Secretary shall be treated as addressed to the Club; and

68.1.2 anything else required or authorised to be done by or to the Secretary of the Club may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

69. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

70. Minutes

- 70.1 The Directors must cause minutes to be made in books kept for the purpose:
- 70.1.1. of all appointments of officers made by the Directors;
 - 70.1.2 of all resolutions of the Club and of the Directors (including the decisions of Directors made without a meeting);
 - 70.1.3 of all proceedings at meetings of the Club and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting; and
 - 70.1.4 of all reports prepared and actions taken by the Club Welfare Officer,
- and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Club, be sufficient evidence of the proceedings.
- 70.2 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

71. Records and accounts

- 71.1 The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of:
- 71.1.1 annual reports;
 - 71.1.2 annual returns; and
 - 71.1.3 annual statements of account.
- 71.2 Members shall be entitled to inspect the reports outlined in Article 71.1 and other records of the Club.

72. Club Premises certificate

The Club shall meet the requirements of section 62-66 of the Licensing Act 2003.

73. Insurance

- 73.1 The Directors may decide to purchase and maintain insurance, at the expense of the Club, for the benefit of any relevant Director and/or officer of the club in respect of any relevant loss.
- 73.2 In this Article:
- 73.2.1 a "relevant Director" means any Director or former Director of the Club or an associated company;

73.2.2 a “relevant loss” means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director’s duties or powers in relation to the Club, any associated company or any pension fund or employees’ share scheme of the Club or associated company; and

73.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

74. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

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SCHEDULE
INTERPRETATION

Defined terms

1. **In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:**

<u>Term</u>	<u>Meaning</u>
1.1 “Address”	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2 “AGM”	means an annual general meeting of the Club
1.3 “Articles”	the Club’s articles of association;
1.4 “Appeals Committee”	has the meaning given in Article 36.5;
1.5 “Authorised Representative”	means any individual nominated by a Member Organisation to act as its representative at any meeting of the Club in accordance with Article 48.6.1;
1.6 “asset-locked body”	means (i) a community interest company, a charity or a Permitted Industrial and Provident Society; or (ii) a body established outside the United Kingdom that is equivalent to any of those;
1.7 “bankruptcy”	includes all forms of personal and business partnership insolvency proceedings, including but not limited to bankruptcy, individual or partnership voluntary arrangements, compromises of debts and law of property act receivers in the jurisdiction of England and Wales or Northern Ireland and if in any other jurisdiction, those personal or partnership insolvency or other similar or equivalent proceedings in that jurisdiction.
1.8 “Board”	the Club’s board of Directors;
1.9 “CASC”	means a Community Amateur Sports Club registered with HMRC under the CASC Regulations;
1.10 “CASC Regulations”	means Part 13 Chapter 9 of the Corporation Tax Act 2010 and the Community Amateur Sports Clubs Regulations 2015 (as modified by statute or re-enacted from time to time);
1.11 “Chair”	means the chair of the Club appointed in accordance with Article 13;

- 1.12 **“Chair of the meeting”** means the person who takes the role of Chair in relation to a particular meeting;
- 1.13 **“Circulation Date”** in relation to a written resolution, has the meaning given to it in the Companies Acts;
- 1.14 **“Clear Days”** in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
- 1.15 **“Club” or “Company”** Newcastle Cricket Club C.I.C which is a community interest company registered in England and Wales and a CASC;
- 1.16 **“Club Welfare Officer”** means the Director whose responsibility it is to ensure compliance with safeguarding legislation and the ECB Safe Hands Policy;
- 1.17 **“community”** is to be construed in accordance with accordance with Section 35(5) of the Company’s (Audit Investigations and Community Enterprise) Act 2004;
- 1.18 **“Companies Acts”** means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Club;
- 1.19 **“Conflict of Interest”** any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Club;
- 1.20 **“Connected”** Any person falling within one of the following categories:
- (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director; or
 - (b) the spouse or civil partner of any person in (a); or
 - (c) any other person in a relationship with a Director which may reasonably be regarded as equivalent to such a relationship as is mentioned in (a) or (b); or
 - (d) any company, partnership or firm of which a Director is a paid director, member, partner or employee or shareholder holding more than 1% of capital;
- 1.21 **“Director(s)”** a director or the Directors of the Club;
- 1.22 **“Document”** includes summons, notice, demand, order or other legal process and registers and unless otherwise

- indicated, any document sent or supplied in Electronic Form;
- 1.23 **“ECB”** means the England and Wales Cricket Board, a company limited by guarantee with company number 3251364;
- 1.24 **“Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.25 **“Game”** the game of cricket;
- 1.26 **“Hard Copy and Hard Copy Form”** have the meanings given to them in the Companies Act 2006;
- 1.27 **“Member(s)”** means such person(s) as is/are admitted by the Directors in accordance with these Articles to be a member of the Club;
- 1.28 **“Membership Classes”** those classes of membership of the Club (and the categories within them from time to time) listed in Article 32.1;
- 1.29 **“Memorandum”** the Club’s memorandum of association;
- 1.30 **“Non-Voting Members”** Junior Members of any other category of a Membership Class of the Club from time to time which does not entitle the member to be a Voting Member;
- 1.31 **“paid”** means paid or credited as paid;
- 1.32 **“participate”** in relation to a Directors’ meeting, has the meaning given in Article 19;
- 1.33 **“Permitted Industrial and Provident Society”** an industrial and provident society which has a restriction on the use of its assets in accordance with Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations 2006 or Regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations (Northern Ireland) 2006;
- 1.34 **“President”** means the president appointed by the Directors from time to time in accordance with Article 30;
- 1.35 **“Proxy Notice”** has the meaning given in Article 54;
- 1.36 **“Proxy Notification Address”** has the meaning given in Article 55.1;
- 1.37 **“Public Holiday”** means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;

- 1.38 **“Regulator”** means the Regulator of Community Interest Companies;
- 1.39 **“Rules”** has the meaning given in Article 16;
- 1.40 **“Safeguarding Policy Statement”** means the Club’s own Safeguarding Policy Statement from time to time;
- 1.41 **“Secretary”** the Director appointed secretary of the Club;
- 1.42 **“Senior Players”** members of the Club aged 18 years or older who are up to date in their payment to the Club of the required Subscription Fees for senior players of the Club;
- 1.43 **“specified”** means specified in the memorandum and articles of association of the Club for the purposes of this paragraph;
- 1.44 **“Subscription Fees”** the relevant amount payable to the Club in each calendar year by a person in respect of a Membership Class (or category within it) that such person requests membership of, as determined by the Club from time to time;
- 1.45 **“subsidiary”** has the meaning given in section 1159 of the Companies Act 2006;
- 1.46 **“transfer”** includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property;
- 1.47 **“Treasurer”** means the Director appointed treasurer of the Club;
- 1.48 **“Voting Members”** means all Full Members (and categories within them) entitled to vote;
- 1.49 **“Writing”** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
2. Subject to clause 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Club.
4. Unless the context otherwise requires, a reference to one gender shall include a reference to all other genders.