

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

-OF-

CLUB CRICKET CONFERENCE LIMITED

1. Name

1.1 The company's name is "CLUB CRICKET CONFERENCE LIMITED" (and in this document it is called "**the Company**").

2. Registered Office

The Company's registered office is to be situated in England and Wales.

3. Interpretation

3.1 In these articles if not inconsistent with the subject or context the following words and phrases shall have the following meaning:

"Articles"	means these Articles of Association as amended from time to time;
"Memorandum"	means the Memorandum of Association of the Company;
"Member"	means any person or organisation registered as a member of the Company in its register of members;
"Model Articles"	means the model articles of private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended from time to time; and
"the Board"	means the management board of the Company appointed in accordance with Article 11 .

and words importing one gender shall include all genders, and the singular includes the plural and vice versa

3.2 The provisions of the Model Articles shall not apply to the Company but the Articles hereinafter contained shall instead constitute the Articles of association of the Company.

3.3 In these Articles any reference to the "Companies Acts" shall be to all legislation affecting companies in force in England from time to time.

3.4 References to an Act of Parliament are references to such Act as amended from time to time and to any subordinate legislation made under it.

4. Objects

- 4.1 The objects of the Company ("**the Objects**") are:
- 4.1.1 to acquire and take over all or any part of the assets and liabilities of the present unincorporated body known as the Club Cricket Conference;
 - 4.1.2 to foster and promote recreational club and league cricket;
 - 4.1.3 to establish and maintain fixture bureaux;
 - 4.1.4 to maintain a register of approved umpires;
 - 4.1.5 to collaborate with kindred associations and local authorities in the provision and preservation of cricket and sports grounds, the reduction of valuation assessments on those grounds, and any other relevant matters;
 - 4.1.6 to organise and support cricket competitions between member leagues, clubs, and colleges as well as representative cricket, including tours outside the United Kingdom;
 - 4.1.7 to take any other action which may be considered beneficial to members and to the game of cricket; and
 - 4.1.8 to co-operate with the England and Wales Cricket Board, County Boards and Associations and all other relevant bodies for the greater good of cricket.

5. Powers

- 5.1 In pursuance of the Objects the Company shall have the following powers:
- 5.1.1 to provide accommodation and equipment;
 - 5.1.2 to raise money to pay for the Company's activities;
 - 5.1.3 to make such payments as may be necessary;
 - 5.1.4 to borrow for the purposes of the Company such amounts of money whether at one time or from time to time and at such rates of interest and in such form and manner and upon the giving of such security as shall be agreed by not less than two-thirds in number of the Board. For such purpose the Company shall make all such dispositions of the Company's property or any part thereof and enter into such agreements in relation thereto as the Board may deem proper for giving security for such loans and interest.;
 - 5.1.5 to hire or acquire property of any kind;
 - 5.1.6 to buy, lease or rent any land or buildings and to maintain and equip it for use;
 - 5.1.7 to sell, lease or otherwise dispose of all or any part of the Company's property;

- 5.1.8 to set aside funds for special purposes or as reserves against future expenditure;
- 5.1.9 to insure the property of the Company against any foreseeable risk and to take out other insurance policies to protect the Company when required;
- 5.1.10 to provide indemnity insurance to cover the liability of the Board members which by virtue of any rule of law would otherwise attach to them in respect of negligence, or default, of which they may be guilty in respect of the Company provided that any such insurance shall not extend to any claim arising from any act or omission which the Board members knew to be a breach of trust or breach of duty or which was committed by the Board members in reckless disregard to whether it was a breach of trust or breach of duty or not provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Board members in their capacity as Board members of the Company;
- 5.1.11 subject to clause 6 to employ such paid or unpaid staff, agents and advisors as may be required from time to time;
- 5.1.12 to pay the costs of incorporating the Company; and
- 5.1.13 to do all such other lawful things as are necessary or desirable for the attainment of the Objects.

6. Benefits to Members and the Board

- 6.1 The income and property of the Company shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to the members of the Company and no member of the Board shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company save that:
 - 6.1.1 A Member who is a member of the Board may be a paid employee of the Company provided that:
 - (a) No Board Member may be paid for services provided to the Company that form part of their duties as a Board member and trustee of the Company;
 - (b) Any services which are provided by a Member to the Company must be the subject of a written agreement between the individual and the Company on such terms as are considered by the Board to be in the interests of the Company and have been approved by a resolution of the Board;
 - (c) The amount of remuneration for such services is what is reasonable in the circumstances and does not exceed the amount that is customarily paid by the Company to other persons who are not Board members for such services;

- (d) Not more than a minority of Board members may at any time be the subject of such arrangements with the Company and no such Board members shall vote on or sit in any Board meeting at which any matters concerning any such agreement relating to the provision of their services to the Company is considered by the Board.
- 6.1.2 Members (including members of the Board) may be paid interest at a reasonable rate on money lent to the Company;
- 6.1.3 Members (including members of the Board) may be paid a reasonable rent or hiring fee for property lent or hired to the Company.
- 6.2 A member of the Board may not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except:
 - 6.2.1 as mentioned in clauses 6.1.2 or 6.1.3
 - 6.2.2 reimbursement of reasonable out of pocket expenses incurred in the proper performance of their duties
 - 6.2.3 an indemnity in respect of any liabilities properly incurred in running the Company (including the cost of a successful defence to criminal proceedings);
 - 6.2.4 payment to any company in which a member of the Board has no more than a 1% holding.
- 6.3 Whenever a member of the Board has a personal interest in a matter to be discussed at a meeting of the Board or a sub-Board of the Board the member concerned must:
 - 6.3.1 declare his or her interest in writing at or before the discussion begins on the matter;
 - 6.3.2 withdraw from the meeting during consideration of that item unless expressly invited to remain in order to provide information;
 - 6.3.3 not be counted in the quorum for that part of the meeting;
 - 6.3.4 withdraw during the vote and have no vote on the matter.

7. Limited Liability

- 7.1 The liability of the Members is limited.

8. Guarantee

- 8.1 Every member undertakes to pay such amount as may be required not exceeding £1 towards the Company's assets if the Company should be wound up whilst he, she or it remains a Member or within one year after ceasing to be a Member towards the costs of dissolution and the liabilities incurred by the Company whilst the contributor was a Member.

9. Membership

- 9.1 The number of Members with which the Company proposes to be registered is unlimited.
- 9.2 The Company shall maintain a register of Members.
- 9.3 Membership of the Company is open to any individual, properly constituted cricket club and cricket league, or college interested in promoting the Objects in the form required by the Board and is approved in its absolute discretion by the Board and who consents in writing to become a Member either personally or (in the case of a member organisation) through an authorised representative.
- 9.4 The Board may establish different classes of membership and prescribe their respective privileges and duties subject to approval by the Members in General Meeting. The Board shall set the amount of any subscriptions.
- 9.5 At the date of adoption of these Articles membership of the Company shall comprise the following categories:
 - 9.5.1 Full Members (comprising clubs and colleges);
 - 9.5.2 Vice-Presidents; and
 - 9.5.3 Affiliated Members (comprising individuals (other than Vice-Presidents) and leagues).
- 9.6 Each Full Member shall be entitled to send two delegates to General Meetings of the Company only one of whom shall be entitled to vote.
- 9.7 The Vice-Presidents shall be entitled to attend and vote at General Meetings of the Company. Affiliated Members shall be entitled to attend but may not vote.
- 9.8 Membership of the Company shall be terminated if the Member concerned:
 - 9.8.1 gives written notice of resignation to the Company;
 - 9.8.2 dies or in the case of an organisation ceases to exist;
 - 9.8.3 fails to pay a subscription (if any) within two months from the date on which the same falls due in which case the Member shall be deemed to have resigned with effect from the date on which the period of two months expires;

9.8.4 is removed from membership by a resolution of the Board on the grounds that the Member has acted so as to bring the Company into disrepute or failed to abide by the Objects or the terms of membership or any bylaws established by the Board from time to time. Before the Board decides whether to terminate the membership of any Member the Board shall give the Member concerned written notice of the misconduct or failure alleged to have occurred and shall afford the Member not less than fourteen days' notice in which to answer such allegations in writing. The Board shall have regard to the Member's written response in deciding whether or not to terminate membership and may in its absolute discretion interview the Member in question (who in such circumstances shall have the right to be accompanied by a friend) or hold an enquiry into the matter. The Board shall have the final decision on whether or not to terminate the membership.

9.9 Membership of the Company is not transferable.

10. Subscriptions

10.1 All Members shall be liable to pay such subscription (if any) as may be set in accordance with **Article 9.4**.

11. Board

11.1 The overall management and control of the Company shall vest in the individual members of its management Board ("**the Board**") who are the company directors of the Company.

11.2 The Board shall consist of the Chairman, Treasurer, Secretary, Chairman of the Charity Sub-Committee and not more than six elected members. The Chief Executive shall be an ex officio member of the Board.

11.3 All Board members shall be elected for a term of one year at the Annual General Meeting save for the Chairman who shall be elected for three years. Retiring Board Officers and Board members are eligible for re-election. Board Officers and Board members so elected shall serve until the end of the next following Annual General Meeting at which they were so elected.

11.4 In the event of the death or resignation of an elected Board member, the vacancy shall be filled until the next Annual General Meeting by a Member appointed by the Board.

11.5 The term of office of any Board member shall automatically terminate if he or she:

11.5.1 at the expiry of the period referred to in **Article 11.3** is not re-elected or re-appointed in accordance with the provisions of these Articles;

11.5.2 is disqualified under the Companies Acts from acting as a company director;

11.5.3 is incapable whether mentally or physically of managing his or her own affairs;

11.5.4 resigns by written notice to the Chief Executive (but only if at least five other elected members of the Board will remain in office);

- 11.5.5 is removed by a resolution passed by a majority of the members of the Board.
- 11.6 Any technical defect in the appointment of a Board member of which the Board are unaware at the time shall not invalidate any decisions taken at Board members at which such member was present.
- 11.7 Notwithstanding any other provisions contained in these Articles the first Officers and other elected members of the Board as referred to in this **Article 11** shall at the date of adoption of these Articles be those persons holding positions of comparable standing within the unincorporated association known as the Club Cricket Conference or such other persons as the chair of such organisation may select.

12. Proceedings of the Board

- 12.1 The Board shall hold at least three meetings of the Directors each year unless the Board shall decide by simple majority to hold a further meeting or meetings.
- 12.2 All Board members shall each have one vote at Board meetings. In the event of a tie the Chair shall have a second or casting vote. The Chair shall not have a second or casting vote in respect of a particular meeting or part of a meeting if in accordance with **Article 6.3** the Chair is not entitled to vote or form part of a quorum.
- 12.3 A quorum at the Board meetings shall be not less than half the Board, including two Officers. If the total number of members entitled to vote is less than the quorum required at Board meetings, the members of the Board shall not take any decision other than to co-opt further members or call a General Meeting to enable additional members of the Board to be elected.
- 12.4 Every issue considered at Board meetings may be determined by a simple majority of the votes cast at the meeting. A written resolution signed by all members of the Board entitled to vote on such matter at such Board meeting is as valid as a resolution passed in meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).
- 12.5 If a Board member is removed from the Board by a resolution passed by a majority of members of the Board on the grounds they have acted in a way which brings or is likely to bring the Company into disrepute or he/she has failed to abide by the rules of these Articles of Association then their term of office will automatically cease. Before the Board decides whether to remove the Board member, the Board will give him/her written notice of the misconduct or failure alleged to have occurred. The Board member will have fourteen days in which to submit a written response before making the final decision on whether or not to remove him/her from the Board.

13. Powers of the Board

- 13.1 The Board shall have the following powers in the administration of the Company:
 - 13.1.1 to remove from office the President or any Officer or other member of the Board;
 - 13.1.2 to co-opt individuals up to a maximum of three to serve on the Board;
 - 13.1.3 to invite any person or persons to attend Board meetings in a non-voting capacity;

- 13.1.4 to make by-laws consistent with these Articles and the Companies Acts to govern proceedings at General Meetings of the Company;
- 13.1.5 to make rules consistent with these Articles to govern proceedings at Board meetings;
- 13.1.6 to exercise any powers of the Company which are not reserved to a General Meeting of the Company;
- 13.1.7 to engage staff at such remuneration as it thinks fit and enter into written contracts of employment with such staff on such terms as the Board shall from time to time determine; and
- 13.1.8 to establish such sub-Committees as the Board shall from time to time determine and to settle their terms of reference.

14. Overriding Obligations of the Board

- 14.1 The Board shall (subject to **Article 17.2**):
 - 14.1.1 abide by the Objects:
 - 14.1.2 maintain up to date accounting records containing entries of all monies received and paid out and the matters in respect of which the receipt and payment takes place, in each case in such manner as may be required by the Companies Acts or other applicable legislation or regulations.

15. General Meetings of the Company

- 15.1 The Company shall before the end of March in each calendar year hold a general meeting which shall be referred to as the Annual General Meeting in addition to any other general meetings in that year and shall specify the meeting as such in the notice calling it. The Annual General Meeting in each year shall be held at such time and place as the Board shall decide. All general meetings other than the Annual General Meeting shall be General Meetings.
- 15.2 Each Annual General Meeting will be chaired by the Chair or in his/her absence another member of the Board and shall:
 - 15.2.1 receive the accounts of the Company for the previous financial year;
 - 15.2.2 receive an annual report from the Board;
 - 15.2.3 elect the members of the Board;
 - 15.2.4 transact any other business properly put to the meeting;
 - 15.2.5 receive such other reports and documents as may be required by law from time to time; and
 - 15.2.6 elect the President from amongst the Vice-Presidents for a term of one year.

- 15.3 The Board may convene a General Meeting to discuss specific matters if it so resolves. If the Board receives a request in writing from not fewer than twenty-four Full Members it shall convene a General Meeting within two calendar months of receiving such a request. Such request must clearly state the business to be considered at the General Meeting. The General Meeting subsequently called shall restrict its business to the matters contained in the written request or, if the meeting is convened by the Board, those specific matters resolved by the Board, as set out in the notice calling the General Meeting.
- 15.4 All Members shall be entitled to be notified of and attend any General Meeting of the Company, but no minor failure or irregularity in giving such notice shall invalidate any decision taken at a General Meeting.
- 15.5 Not less than fourteen clear days' notice shall be given of every General Meeting (including of the Annual General Meeting).
- 15.6 The notice of any General Meeting shall include the date time and place of the meeting and the nature of the business to be transacted.
- 15.7 No business shall be transacted at any General Meeting unless a quorum is present. Five Full Members or ten per cent of the Full Members (whichever is the greater) present in person shall constitute a quorum at any Annual General Meeting or General Meeting.
- 15.8 If a quorum is not present within one hour of the time appointed for the General Meeting or if during a General Meeting such quorum ceases to be present the meeting shall stand adjourned until such time and place as the Board shall determine.
- 15.9 A resolution put to the vote at a General Meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is demanded. Subject to the provisions of the Companies Act a poll may be demanded by the Chair or five Full Members. For this purpose a demand by a person as a proxy for a member shall be the same as a demand by that Member.
- 15.10 Unless a poll is duly demanded a declaration by the Chair that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect on the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- 15.11 A demand for a poll may, before the poll is taken, be withdrawn only with the consent of the Chair and a demand so withdrawn shall not be taken to have invalidated the results of a show of hands declared before the demand is made.
- 15.12 The poll should be taken as the Chair directs. The result of the poll shall be deemed to be a resolution of the meeting at which the poll is demanded.
- 15.13 On a show of hands every Full Member present in person or by proxy shall have one vote. On a poll every Full Member present in person or by proxy shall be entitled to the number of votes ascribed to their membership by these Articles.

- 15.14 An instrument appointing a proxy shall be in writing executed by or on behalf of the appointor and shall be in such form as the Board shall determine from time to time. Each Full Member who wishes to appoint a proxy shall be afforded the opportunity of instructing the proxy how he/she should act. Unless otherwise instructed a proxy may vote as he/she thinks fit or abstain from voting. Full Members shall be entitled to appoint the Chair of the meeting as their proxy in which case they shall instruct the Chair how they wish the Chair to vote (or abstain) on each resolution to be put at the relevant General Meeting.
- 15.15 The instrument appointing a proxy shall be deposited at the registered office of the Company or such other place as is specified in the notice convening the General Meeting forty-eight hours before the time for holding the General Meeting at which the person named in the instrument proposes to vote and an instrument of proxy which is not deposited or delivered in accordance with this Article shall be invalid.
- 15.16 No employee of the Company shall be allowed to speak at a General Meeting unless he or she is also representing a Full Member in which case he or she shall be allowed to speak in his or her capacity as a representative of an Full Member alone. An employee may however speak if required to do so by or on behalf of the Board.
- 15.17 Proposals may be put to a General Meeting of the Company by one or both of the following:
- 15.17.1 any Full Member; and
 - 15.17.2 the Board.
- 15.18 All resolutions put to a vote at General Meetings shall be decided by an ordinary resolution (a simple majority of votes cast) except resolutions to amend the Memorandum and Articles, to dissolve the Company or as may be required by the Companies Act, which shall be decided by a special resolution (not less than seventy-five per cent of votes cast).

16. Minutes

- 16.1 The Board shall cause minutes to be made in books kept for the purpose of:
- 16.1.1 all appointments of members of the Board;
 - 16.1.2 all proceedings at meetings of the Company and of the Board;
- 16.2 The minutes shall record:
- 16.2.1 the names of everyone present at the meeting;
 - 16.2.2 the decisions made at the meetings;
 - 16.2.3 where appropriate, the reasons for any actions arising from the decisions; and
 - 16.2.4 any other material details regarding the meeting.

17. Finance and Accounts

- 17.1 The Board shall comply with the requirements of the Companies Acts as to the keeping of financial records, the auditing of accounts and the preparation and transmission to the Registrar of Companies of:
- 17.1.1 annual reports;
 - 17.1.2 annual returns; and
 - 17.1.3 annual statements of account.
- 17.2 The accounting records shall in particular contain:
- 17.2.1 entries showing from day to day all monies received and expended and the matters in respect of which the receipts and expenditures took place; and
 - 17.2.2 a record of the assets held and any monies owed by the Company.
- 17.3 At each meeting of the Board the Treasurer shall present an up to date written statement of accounts to the Board.
- 17.4 All accounting records relating to the Company shall be available for inspection by any member of the Board at any reasonable time during normal office hours and may be available for inspection by Members at the discretion of the Board.
- 17.5 The Company may open one or more bank accounts. Where necessary, funds shall be maintained in segregated accounts in accordance with guidelines determined by the Board from time to time. All such accounts shall be in the name of the Company. All cheques and orders for payment of money from such accounts shall require to be signed by two designated persons, one of whom shall normally be the Treasurer. Where the Company is not subject to any conditions of grant which requires two signatories, the Board may decide to allow cheques and orders for small amounts set by the Board to be signed by a single signatory.

18. Dissolution

- 18.1 If the Board shall resolve that the Objects can no longer be filled by the Company the Board shall convene a General Meeting of the Company to consider the winding-up and dissolution of the Company.
- 18.2 If at the General Meeting a quorum is not present within one hour of the time appointed the meeting shall stand adjourned to the same day of the next following week at the same time and place. If at the adjourned meeting a quorum is not present within one hour of the time appointed for the meeting the Members present shall constitute a quorum.
- 18.3 If the General Meeting referred to in **Article 18.1** shall resolve by a special resolution that the Company shall be wound up or if the Company is otherwise dissolved and after all of its debts and liabilities have been satisfied there remains any property or assets these shall not be paid or distributed amongst the Members of the Company but shall be applied in one or more of the following ways:

18.3.1 transferred to another body established for purposes the same as or similar to or falling within the Objects and whose governing instrument prohibits the distribution of income and property to an extent at least as great as imposed on the Company by **Article 6** above, chosen by the Board in accordance with the provisions contained in the Articles;

18.3.2 in such other manner consistent with the Objects as the England and Wales Cricket Board shall approve in writing in advance.

19. Notices

19.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing except the notice calling a meeting of the Board need not be in writing.

19.2 The Company may give any notice to a Member either (i) personally or (ii) by sending it by post in a pre-paid envelope addressed to the Member at the address for the Member shown in the register of Members maintained by the Company or (iii) by electronic means to an e-mail address supplied by the Member for the purpose of receiving any notices from the Company.

19.3 A Member present either in person or by proxy at any General Meeting of the Company shall be deemed to have received notice of the meeting and where requisite of the purposes for which it was called.

19.4 Proof that an envelope containing a notice was properly addressed, pre-paid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of forty-eight hours after the envelope containing it was posted.

19.5 If notice is sent electronically then if properly addressed and sent it shall be deemed to have been received twenty-four hours after it was sent.

20. The Seal

20.1 In accordance with section 48 of the Companies Act the Company shall not have a company seal.

21. Indemnity

21.1 Subject to the provisions of the Companies Acts but without prejudice to any indemnity to which a member of the Board may otherwise be entitled, every member of the Board or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him/her in defending any proceedings, whether civil or criminal, in which judgment is given in his/her favour or in which he /she is acquitted or in connection with any application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.