

**The Companies Act 2006**

**Company Limited by Guarantee and not having a Share Capital**

**Articles of Association**

**- of -**

**Scholes Cricket Club**

**Company number: 14502101**



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**Articles of Association**  
**- of -**  
**Scholes Cricket Club Limited**

**INTERPRETATION**

1. Interpretation

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

**AFFILIATION**

2. Affiliation

2.1 The Club is affiliated to the England and Wales Cricket Board through the Yorkshire County Cricket Board.

2.2 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.

2.3 The Club shall adopt and implement the ECB Safe Hands – Cricket's Policy for Safeguarding Children and any future versions of the policy. The Club must also have a separate club safeguarding Policy Statement, as required by the ECB.

2.4 The Club shall adopt and implement the ECB Anti Discrimination Policy and any future versions of this policy.

**OBJECTS AND POWERS**

3. Objects

The main purposes of the Club are to provide facilities for and to promote participation in the amateur sport of cricket in West Yorkshire (the "**Objects**").

4. Powers

To further its Objects the Club may:

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

4.2 promote the Game within the Club;

4.3 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;

- 4.4 co-operate and/or enter into agreements with the ECB and other cricketing bodies to further the promotion and development of cricket;
- 4.5 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 4.6 provide and assist in the provision of money, materials or other help;
- 4.7 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;
- 4.8 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 no disposal of Chapelgate Cricket Ground can be made without prior written approval of the members voting at a general meeting;
- 4.9 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;
- 4.10 set aside funds for special purposes or as reserves against future expenditure;
- 4.11 invest the Club's money not immediately required for its Objects in or upon any investments, securities, or property;
- 4.12 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;
- 4.13 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;
- 4.14 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);
- 4.15 accept (or disclaim) gifts of money and any other property;
- 4.16 raise funds by way of subscription, donation or otherwise;
- 4.17 incorporate and acquire subsidiary companies to carry on any trade;
- 4.18 engage and pay employees, consultants and professional or other advisers;
- 4.19 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 4.20 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;

- 4.21 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 4.22 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;
- 4.23 provide indemnity insurance for the Directors or any other officer of the Club; and
- 4.24 do all such other lawful things as may further the Club's Objects.

#### **LIMITATION ON PRIVATE BENEFITS**

##### **5. Limitation on private benefits**

- 5.1 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 CASCs or registered charities.
- 5.2 Nothing in Article 5.1 shall prevent the payment in good faith by the Club:
  - 5.2.1 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;
  - 5.2.2 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);
  - 5.2.3 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;
  - 5.2.4 of interest on money lent by a member of the Club or its directors at a commercial rate of interest;
  - 5.2.5 of reasonable and proper rent for premises demised or let by any member of the Club or by any director;
  - 5.2.6 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;
  - 5.2.7 other payments as are permitted by these Articles.

#### **LIMITATION OF LIABILITY AND INDEMNITY**

##### **6. Liability of members**

- 6.1 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:

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

## 7. Indemnity

Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director of the Club shall be indemnified out of the assets of the Club in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Club may be indemnified out of the assets of the Club in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

## **DIRECTORS' POWERS AND RESPONSIBILITIES**

### 8. 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.

### 9. Directors May Delegate

9.1 Subject to the Articles, the Directors may delegate any of their powers or functions to any committee or person.

9.2 Subject to the Articles, the Directors may delegate the implementation of their decisions or day to day management of the affairs of the Club to any person or committee.

9.3 Any delegation by the Directors may be:

9.3.1 by such means;

9.3.2 to such an extent;

9.3.3 in relation to such matters or territories; and

9.3.4 on such terms and conditions,

as they think fit.

9.4 The Directors may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

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

9.6 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Club for such purposes and on such conditions as they determine.

## 10. Committees

### 10.1 In the case of delegation to committees:

10.1.1 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);

10.1.2 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.

10.1.3 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;

10.1.4 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

10.1.5 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.

10.2 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.

10.3 The Board shall delegate the responsibility for purchasing alcohol for the purposes of the Club's bar to an alcohol committee and, in compliance with the Licensing Act 2003, none of the members of the alcohol committee will derive any private benefit from the supply of alcohol in their capacity as members of the alcohol committee.

10.4 The alcohol committee established under Article 10.3 may supply alcohol to members and non-members provided that any such supply shall comply with the Licensing Act 2003.

## 11. Rules

11.1 The Directors may from time to time make, repeal or alter such rules as they think fit as to the management of the Club and its affairs provided that nothing in those Rules shall prejudice the Club's status as a CASC and provided that the said rules shall be consistent with these Articles and the Companies Acts ("Rules").

11.2 A copy of any Rules made pursuant to this Article 11 must be made public to the members and forwarded to the applicable licensing authority.

11.3 The Rules may regulate the following matters but are not restricted to them:

11.3.1 the duties of any officers or employees of the Club;

- 11.3.2 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;
- 11.3.3 the conduct of members of the Club in relation to one another, and to the Club's employees and volunteers;
- 11.3.4 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);
- 11.3.5 any of the matters or things within the powers or under the control of the Directors; and
- 11.3.6 generally, all such matters as are commonly the subject matter of company rules.

## **DECISION-MAKING BY DIRECTORS**

### **12. Directors to take decisions collectively**

#### **12.1 Any decision of the Directors must be either:**

- 12.1.1 by decision of a majority of the Directors present and voting at a quorate Directors' meeting (subject to Article 17); or
- 12.1.2 a decision taken in accordance with Article 18.

### **13. Calling a Directors' meeting**

#### **13.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.**

#### **13.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:**

- 13.2.1 all the Directors agree; or
- 13.2.2 urgent circumstances require shorter notice.

#### **13.3 Notice of Directors' meetings must be given to each Director.**

#### **13.4 Every notice calling a Directors' meeting must specify:**

- 13.4.1 the place, day and time of the meeting;
- 13.4.2 the general nature of the business to be considered at such meeting; and
- 13.4.3 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.

#### **13.5 The Board shall meet at least four times each year.**

#### **13.6 Notice of Directors' meetings need not be in Writing.**

- 13.7 Article 49 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.
14. Participation in Directors' meetings
- 14.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 14.1.1 the meeting has been called and takes place in accordance with the Articles; and
- 14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 14.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 14.3 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.
15. Quorum for Directors' meetings
- 15.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 15.2 The quorum for Directors' meetings is to be two or 50% of the Directors, whichever is the greater.
- 15.3 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:
- 15.3.1 to appoint further Directors; or
- 15.3.2 to call a general meeting so as to enable the members to appoint further Directors.
16. Chairing of Directors' meetings
- 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.
17. Casting vote
- If the numbers 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.
18. Majority decisions without a meeting
- 18.1 The Directors may, in the circumstances outlined in this Article 18, make a majority decision without holding a Directors' meeting.
- 18.2 If:

- 18.2.1 a Director has become aware of a matter on which the Directors need to take a decision;
- 18.2.2 that Director has taken all reasonable steps to make all the other Directors aware of the matter and the decision;
- 18.2.3 the Directors have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and
- 18.2.4 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.
- 18.3 Directors participating in the taking of a majority decision otherwise than at a Directors' meeting in accordance with this Article:
- 18.3.1 may be in different places, and may participate at different times; and
- 18.3.2 may communicate with each other by any means.
- 18.4 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 18. The process shall include:
- 18.4.1 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;
- 18.4.2 the nomination of a person to whom all Director's votes must be communicated;
- 18.4.3 if a majority of the Directors vote in favour of the decision, the nominated person shall 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
- 18.4.4 the nominated person must prepare a minute of the decision in accordance with Article 53.
- 18.5 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. But this does not apply if, in accordance with the Articles, the chair of the decision-making process is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.

19. Director interests and management of conflicts of interest

***Declaration of interests***

- 19.1 Unless Article 19.2 applies, a Director must declare the nature and extent of:
- 19.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Club; and

19.1.2 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.

19.2 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***

19.3 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.

19.4 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:

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

- (a) 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;
- (b) the level of the Club's membership subscriptions;
- (c) the payment of premiums in respect of indemnity insurance effected in accordance with Article 4.23;
- (d) payment under the indemnity set out at Article 7; and
- (e) reimbursement of expenses in accordance with Article 5.2.1; or

19.4.2 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 19.5.

19.5 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 19.5, he or she must:

19.5.1 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;

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

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

### ***Continuing duties to the Club***

19.6 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:

19.6.1 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

19.6.2 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.

### 20. Register of Directors' interests

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

### 21. 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**

### 22. Number and type of Directors

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

22.1.1 the Chair;

22.1.2 the Secretary;

22.1.3 the Treasurer; and

22.1.4 the Club Welfare Officer.

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

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

### 23. Appointment of Directors and retirement of Directors

#### ***Appointment of Directors***

23.1 Any person who is willing to act as a Director, and who would not be disqualified from acting under the provisions of Article 24, may be appointed to be a Director subject to the provisions of these Articles.

- 23.2 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.
- 23.3 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.
- 23.4 Any Director may be re-elected without limit. The Directors may agree a process, set out in Rules for nominating and electing Directors at an AGM.
- 23.5 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***

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

***General***

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

**24. Disqualification and removal of Directors**

A Director shall cease to hold office if:

- 24.1 he or she ceases to be a member of the Club;
- 24.2 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 24.3 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 be removed from office;
- 24.4 notification is received by the Club from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Directors will remain in office when such resignation has taken effect);
- 24.5 he or she fails to attend three consecutive meetings of the Directors and the Directors resolve that he or she be removed for this reason;

- 24.6 at a general meeting of the Club, a resolution is passed that he or she be removed from office, provided the meeting has invited his or her views and considered the matter in the light of such views; or
- 24.7 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 representations to the Directors.

## **PRESIDENT**

### **25. 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.

## **BECOMING AND CEASING TO BE A MEMBER**

### **26. Becoming a member**

- 26.1 The members of the Club shall be the subscribers to the Memorandum of Association of the Club and such other persons as are admitted to membership by the Directors in accordance with the Articles.
- 26.2 With the exception of the subscribers to the Memorandum, no person may become a member of the Club unless that person has applied for membership in a manner approved by the Directors.
- 26.3 Subject to Article 26.7 and 29, the Directors may refuse membership, or remove it, at their discretion and:
- 26.3.1 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. Appeal against a refusal of membership shall be to the Appeals Committee as detailed below; and
- 26.3.2 the procedure for taking disciplinary action against a member, including removing membership, is dealt with in more detail below.
- 26.4 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. Two days must also have passed since the application for membership was submitted before membership can be granted.

### ***Subscriptions***

- 26.5 The Directors may at their discretion levy subscriptions on members of the Club (including for associate members) at such rate or rates as they shall decide.

### ***Register of members***

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

### ***Non-discrimination***

- 26.7 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 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 to the members.

### ***Privileges and categories of membership***

- 26.8 A person shall not be entitled to any privileges of the Club until two days have passed since his application for membership was submitted, whether or not he is admitted as a member before those two days have lapsed.
- 26.9 The Club may have different categories 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.
- 26.10 The Club will have the following categories of membership:
- 26.10.1 Full member- playing
  - 26.10.2 Full member – non-playing
  - 26.10.3 Junior member (under the age of 18).
  - 26.10.4 Family Member
  - 26.10.5 Aged member, Student, Unwaged
  - 26.10.6 Life Member
- 26.11 The categories under Article 26.9 or 26.10 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.

- 26.12 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:
- 26.12.1 affiliates (and junior members under Article 26.10.3) shall have no voting rights under such Rules or in relation to the Club;
- 26.12.2 affiliates will be subject to such terms that the Board shall decide; and
- 26.12.3 affiliation shall meet the requirements of section 62-66 of the Licensing Act 2003.

## 27. Conditions of Membership

- 27.1 All members shall be bound by and subject to these Articles and the Rules and shall respect the rules of the Game as set from time to time by the ICC.
- 27.2 The members shall pay any entrance fees and annual subscription set by the Board under Article 26.9. Any member whose subscription fee is more than one year in arrears shall be deemed to have resigned his membership of the Club.
- 27.3 Subject to Article 29, 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 27.

## 28. Termination of Membership

- 28.1 Membership is not transferable.
- 28.2 A member shall cease to be a member:
- 28.2.1 if the member, being an individual, dies;
- 28.2.2 on the expiry of at least seven Clear Days' notice given by the member to the Club of his or her intention to withdraw;
- 28.2.3 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
- 28.2.4 if membership is terminated in accordance with Article 29.

## 29. Removal of membership, discipline and appeals

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

- 29.2 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.
- 29.3 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.
- 29.4 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.
- 29.5 There shall be a right of appeal within 14 days of receipt of the disciplinary decision or decision to refuse membership:
- 29.5.1 against the Disciplinary Sub-Committee’s findings or the sanction imposed or both; and
- 29.5.2 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**

### **30. 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.

### **31. Other general meetings**

31.1 The Directors may call a general meeting at any time.

31.2 The Directors must call a general meeting if required to do so by the members under the Companies Acts.

### **32. Length of notice**

32.1 All general meetings must be called by either:

32.1.1 at least 14 Clear Days' notice; or

32.1.2 shorter notice if it is so agreed by a majority in number of the 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 members.

### 33. Contents of notice

33.1 Every notice calling a general meeting must specify the place, day and time of the meeting and the general nature of the business to be transacted.

33.2 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.

33.3 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 meeting of the Club.

33.4 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).

### 34. Service of notice

Notice of general meetings must be given to every member, to the Directors, to any patron(s) and to the auditors of the Club.

### 35. Attendance and speaking at general meetings

35.1 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.

35.2 A person is able to exercise the right to vote at a general meeting when:

35.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

35.2.2 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.

35.3 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.

35.4 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.

35.5 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.

## 36. Quorum for general meetings

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

36.2 The quorum shall be:

36.2.1 ten persons entitled to vote on the business to be transacted (each being a member or a proxy for a member); or

36.2.2 5% of the total membership (represented in person or by proxy),  
whichever is greater.

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

36.3.1 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

36.3.2 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.

## 37. Chairing general meetings

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

37.2 If neither the Chair nor any Director nominated in accordance with Article 37.1 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.

37.3 If no Director is present and willing to act as chair of the meeting 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 the members present in person to be chair of the meeting. For the avoidance of doubt, a proxy holder who is not a member entitled to vote shall not be entitled to be appointed chair of the meeting under this Article 37.3.

## 38. Attendance and speaking by Directors, patrons and non-members

38.1 Directors may attend and speak at general meetings, whether or not they are members.

38.2 The President may attend and speak at general meetings, whether or not they are members.

38.3 The chair of the meeting may permit other persons who are not members of the Club (or otherwise entitled to exercise the rights of members in relation to general meetings) to attend and speak at a general meeting.

## 39. Adjournment

39.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

39.1.1 the meeting consents to an adjournment; or

39.1.2 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.

39.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

39.3 When adjourning a general meeting, the chair of the meeting must:

39.3.1 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

39.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

39.4 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:

39.4.1 to the same persons to whom notice of the Club's general meetings is required to be given; and

39.4.2 containing the same information which such notice is required to contain.

39.5 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**

### 40. Voting: general

40.1 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.

40.2 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:

40.2.1 has or has not been passed; or

40.2.2 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 53 is also conclusive evidence of that fact without such proof.

## 41. Votes

### ***Votes on a show of hands***

41.1 On a vote on a resolution which is carried out by a show of hands, the following persons have one vote each:

41.1.1 each member present in person; and

41.1.2 (subject to Article 46.3) each proxy present who has been duly appointed by one or more persons entitled to vote on the resolution,

provided that if a person attending the meeting falls within both of the above categories, he or she is not entitled to cast more than one vote but shall instead have a maximum of one vote.

### ***Votes on a poll***

41.2 On a vote on a resolution which is carried out by a poll, the following persons have one vote each:

41.2.1 every member present in person; and

41.2.2 every member present by proxy (subject to Article 46.3).

### ***General***

41.3 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.

41.4 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.

## 42. Errors and disputes

42.1 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.

42.2 Any such objection must be referred to the chair of the meeting whose decision is final.

## 43. Poll votes

43.1 A poll on a resolution may be demanded:

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

43.1.2 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.

43.2 A poll may be demanded by:

43.2.1 the chair of the meeting;

43.2.2 the Directors;

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

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

43.2.5 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.

43.3 A demand for a poll may be withdrawn if:

43.3.1 the poll has not yet been taken; and

43.3.2 the chair of the meeting consents to the withdrawal.

44. Procedure on a poll

44.1 Subject to the Articles, polls at general meetings must be taken when, where and in such manner as the chair of the meeting directs.

#### ***Results***

44.2 The chair of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.

44.3 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

#### ***Timing***

44.4 A poll on:

44.4.1 the election of the chair of the meeting; or

44.4.2 a question of adjournment;

must be taken immediately.

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

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

44.7 **Notice**

44.8 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.

44.9 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.

45. Proxies

**Power to appoint**

45.1 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.

**Manner of appointment**

45.2 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:

45.2.1 states the name and address of the member appointing the proxy;

45.2.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

45.2.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and

45.2.4 is delivered to the Club in accordance with the Articles and any instructions contained in the notice of general meeting to which they relate.

45.3 The Club may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

45.4 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.

45.5 Unless a Proxy Notice indicates otherwise, it must be treated as:

45.5.1 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

45.5.2 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.

46. Delivery of Proxy Notices

46.1 The Proxy Notification Address in relation to any general meeting is:

- 46.1.1 the registered office of the Club; or
  - 46.1.2 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
  - 46.1.3 any electronic Address falling within the scope of Article 46.2.
- 46.2 If the Club gives an electronic Address:
- 46.2.1 in a notice calling a meeting;
  - 46.2.2 in an instrument of proxy sent out by it in relation to the meeting; or
  - 46.2.3 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 46.2, 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.

#### ***Attendance of member***

- 46.3 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.

#### ***Timing***

- 46.4 Subject to Articles 46.5 and 46.6, 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.
- 46.5 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.
- 46.6 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:
- 46.6.1 received in accordance with Article 46.4; or
  - 46.6.2 given to the chair, Secretary (if any) or any Director at the meeting at which the poll was demanded.

### ***Interpretation***

- 46.7 Saturdays, Sundays, and Public Holidays are not counted when calculating the 48 hour and 24 hour periods referred to in this Article 46.

### ***Revocation***

- 46.8 An appointment under a Proxy Notice may be revoked by delivering 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.

- 46.9 A notice revoking the appointment of a proxy only takes effect if it is received before:

- 46.9.1 the start of the meeting or adjourned meeting to which it relates; or

- 46.9.2 (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.

### ***Execution***

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

## **47. Amendments to resolutions**

- 47.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- 47.1.1 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 decide); and

- 47.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

- 47.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

- 47.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

- 47.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

- 47.3 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

### 48. Written resolutions

Decisions of the members can be made by passing a written resolution in accordance with the provisions of the Companies Acts.

## ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

### 49. Communications by the Club

#### *Methods of communication*

49.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Club under the Articles or the Companies Acts 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 the Club, including without limitation:

49.1.1 in Hard Copy Form;

49.1.2 in Electronic Form; or

49.1.3 by making it available on a website.

49.2 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.

49.3 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.

#### *Deemed delivery*

49.4 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.

49.5 Where any Document or information is sent or supplied by the Club to the members:

49.5.1 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;

49.5.2 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

- 49.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
- (a) when the material was first made available on the website; or
  - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

49.6 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.

***Failed delivery***

49.7 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:

49.7.1 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;

49.7.2 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

49.7.3 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.

***Exceptions***

49.8 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.

49.9 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.

**50. Communications to the Club**

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

**51. Secretary**

51.1 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:

51.2 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

51.3 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.

## 52. 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 specified in the notice.

## 53. Minutes

The Directors must ensure minutes are made:

53.1 of all appointments of officers made by the Directors;

53.2 of all resolutions of the Club and of the Directors (including, without limitation, decisions of the Directors made without a meeting);

53.3 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

53.4 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.

## 54. Records and accounts

54.1 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 of:

54.1.1 annual reports;

54.1.2 annual statements of account; and

54.1.3 annual returns.

54.2 Members shall be entitled to inspect the reports outlined in Article 54.1 and other records of the Club.

55. Exclusion of model articles

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

56. Club Premises certificate

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

**WINDING UP**

57. Dissolution

Upon dissolution of the Club any remaining assets shall be given or transferred to another registered CASC, a registered charity or the sport's governing body (namely the ECB) for use by them in related community sports.

## The Schedule – Defined Terms

1. In these Articles, unless the context requires otherwise:

	<b>Term</b>	<b>Meaning</b>
1.1	<b>"Address"</b>	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	<b>"AGM"</b>	means an annual general meeting of the Club;
1.3	<b>"Articles"</b>	the Club's articles of association;
1.4	<b>"Appeals Committee"</b>	has the meaning given in Article 29.5.2;
1.5	<b>"Board"</b>	the Club's board of Directors;
1.6	<b>"CASC"</b>	means a Community Amateur Sports Club registered with HMRC under the CASC Regulations;
1.7	<b>"CASC Regulations"</b>	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);
1.8	<b>"Chair"</b>	means the chair of the Club appointed in accordance with Article 23.2;
1.9	<b>"Chair of the meeting"</b>	means the person who takes the role of chair in relation to a particular meeting;
1.10	<b>"Clear Days"</b>	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;
1.11	<b>"Club"</b>	means [ <i>Scholes Cricket Club</i> ];
1.12	<b>"Club Welfare Officer"</b>	means the Director whose responsibility it is to ensure compliance with safeguarding legislation and the ECB Safe Hands policy;
1.13	<b>"Companies Acts"</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Club;
1.14	<b>"Connected"</b>	any person falling within one of the following categories: <ul style="list-style-type: none"><li>(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director; or</li><li>(b) the spouse or civil partner of any person in (a); or</li><li>(c) any other person in a relationship with a Director which may reasonably be regarded as</li></ul>

- equivalent to such a relationship as is mentioned at (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 the capital;
- 1.15 **"Director"** means a director of the Club;
- 1.16 **"Disciplinary Sub-Committee"** has the meaning given in Article 29.3;
- 1.17 **"Document"** includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
- 1.18 **"ECB"** means the England and Wales Cricket Board, a company limited by guarantee with company number 3251364;
- 1.19 **"Electronic Form" and "Electronic Means"** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.20 **"Game"** the game of cricket;
- 1.21 **"Hard Copy" and "Hard Copy Form"** have the meanings respectively given to them in the Companies Act 2006;
- 1.22 **"ICC"** means the world governing body of the Game which at the date of incorporation is the International Cricket Council of which the ECB is a member;
- 1.23 **"Proxy Notice"** has the meaning given in Article 45;
- 1.24 **"Proxy Notification Address"** has the meaning given in Article 46;
- 1.25 **"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;
- 1.26 **"Rules"** has the meaning given in Article 11.1;
- 1.27 **"Secretary"** the secretary of the Club (if any) appointed under Article 51;
- 1.28 **"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 paragraph 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, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Club.