

**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**OF**

**CARLTON CRICKET CLUB LIMITED**

**March 2018**

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**OF**

**CARLTON CRICKET CLUB LIMITED**

**1. Name**

The company's name is Carlton Cricket Club Limited ("the Club" and "the Company")

**2. Interpretation**

In these articles:

"the Act" means the Companies Act 2006;

"address" means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Club;

"the Articles" means these Articles of association;

"clear days" in relation to the period of a notice means a 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;

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Club;

"the directors" means the directors of the Company;

"document" includes, unless otherwise specified, any document sent or supplied in either hard-copy or electronic form;

"written" includes, unless otherwise specified, any document sent or supplied in either hard-copy or electronic form;

"electronic form" has the meaning given in section 1168 of the Companies Act 2006;

"the memorandum" means the Club's Memorandum of association;

"officers" includes the directors;

"members" has the meaning set out in Article 7;

"special resolution" is a resolution as defined in Section 283(1), Companies Act 2006;

"Rules" means the current version of the Rules of the Club as published from time to time;

"Club Secretary" means any person appointed to perform the duties of the secretary of the Club;

"the United Kingdom" means United Kingdom of Great Britain and Northern Ireland.

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

Unless the context otherwise requires, words or expressions contained in the Articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the Club.

Apart from the exception mentioned in the previous paragraph, a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

### **3. Objects**

To operate as a cricket club and to play a significant part in the advancement of cricket in Scotland by means of the development of players at all levels throughout the local community and schools whilst promoting an attractive product on the pitch and encouraging social activity (“Objects”).

### **4. Activities**

The Club shall undertake all activities required to enable the Objects to be achieved.

### **5. Powers**

The Company in carrying out the above Objects and Activities shall have and may exercise all or any of the following powers:-

- (1) to operate as a Cricket Club and preserve the Club’s property;
- (2) to undertake and support any activities consistent with the Objects;
- (3) to actively seek funding and sponsorship to further and sustain the Objects;
- (4) to organise events as appropriate to achieve the Objects;
- (5) to employ, remunerate and manage staff and obtain professional assistance of all kinds to implement the Objects;
- (6) to recruit, train and support volunteers to promote the Objects;
- (7) to provide facilities of any kind whatsoever which may be necessary, convenient or incidental to the Objects;
- (8) to solicit, receive and accept financial assistance, donations, endowments, gifts and loans of money, rents and other property whatsoever, heritable or moveable, subject or not to any specific charitable trusts or conditions;
- (9) to purchase, rent, take on, lease or in exchange or otherwise acquire and to hold, manage, develop, sell, dispose of lease or deal in any way with any heritable or moveable property and any interests therein;
- (10) to borrow and raise money for the Objects of the Company and secure or discharge any debt or obligation of or binding on the company in such manner and on such terms and conditions as may be thought fit, and in particular by mortgages of or charges upon the undertaking and all or any of the real and personal property (present and future) of the Company;
- (11) to invest funds of the company not immediately required in such investments, security or property as may be considered appropriate and dispose of any, or vary, such investments;
- (12) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (13) to sell, lease or otherwise dispose of all or any part of the property belonging to the Club;
- (14) to borrow money and to charge the whole or any part of the property belonging to the Club as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation;
- (15) to cooperate with other organisations, voluntary bodies and statutory authorities and to exchange information and advice with them;
- (16) to establish or support any charitable trusts, associations or institutions;
- (17) to acquire and take over, merge with or to enter into any partnership or joint venture arrangement with any other relevant organisations;
- (18) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- (19) to promote companies whose activities may further one or more of the above Objects, or may generate income to support the activities of the Company, acquire and hold shares in such companies and carry out, in relation to any such company which is a subsidiary of the Company all such functions as may be associated with a holding company;

- (20) to prepare, edit, print, publish, issue, acquire and circulate any printed works or media in support of the Objects;
- (21) to engage such consultants and advisers as are considered appropriate from time to time;
- (22) to effect insurance of all kinds (which may include officers' liability insurance);
- (23) to do anything which may be incidental or conducive to the furtherance of the Objects.

## **6. Application of income and property**

- (1) The income and property of the Club shall be applied solely towards the promotion of the Objects;
- (2)
  - (a) A director and Club Committee member is entitled to be reimbursed from the property of the Club or may pay out of such property reasonable expenses properly incurred by them when acting on behalf of the Club;
  - (b) A director and Club Committee member may receive an indemnity from the Club in the circumstances specified in Article 34;
- (3) None of the income or property of the Club may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Club. This does not prevent a member who is not a director receiving reasonable and proper remuneration for any goods or services supplied to the Club.

## **7. Membership**

- (1) Membership is open to individuals and organisations who support the Objects of the Club;
- (2) The members of the company at date of adoption of these Articles, and such other persons as are admitted to membership in accordance with the Articles, shall be members of the Company;
- (3) Membership is by written application (in such form as the directors may from time to time prescribe) and the directors shall be entitled to refuse any application for good and sufficient reason as to who they admit as members;
- (4) Membership of the Company shall consist of:-
  - (a) individual ordinary members over the age of 18 sub-divided into playing members and non-playing members;
  - (b) individual ordinary junior members under the age of 18 and collective family members;
  - (c) organisations as ordinary non-playing members; and
  - (d) honorary life members.
- (5) All ordinary members shall be fully qualified members of the Company but non-playing members shall not be entitled to take part in cricket matches arranged by the company or to practise cricket on the Company's ground. The Company requires twenty five members to be properly constituted as a Club;
- (6) Honorary life members shall be elected by the Company at general meeting and shall be persons who have in the opinion of the company rendered long and meritorious service to the Company. The maximum number of honorary life members is twenty. Honorary life members shall enjoy all the rights and privileges of ordinary members but shall not be liable to pay annual club subscriptions;
- (7) Membership is not transferrable.
- (8) The directors shall keep a register of names and addresses of the members.

## **8. Patrons**

The directors shall prepare a list of members who by reason of their generosity to the Company shall be called patrons.

## **9. Subscriptions**

- (1) The annual subscription for each category of ordinary members shall be fixed by the Company in general meeting. The subscription year shall run from 1 April to 31 March and shall be payable by a single payment or by instalment at such a time or times as the directors may determine;
- (2) The directors shall have the power to modify the annual subscription for playing members who either (1) are unavailable for selection for more than one-third of the scheduled fixtures in a season or (2) are students or (3) are unemployed, provided in no year shall a playing member's subscription be less than the subscription fixed for non-playing members;
- (3) Any member whose subscription shall be two months in arrears after any date for payment thereof shall cease to be a member and thereupon forfeit all rights and privileges of membership and shall cease to have any claim on the property of the Company as a member. Such member may be readmitted to membership upon payment of such re-entry fee as the directors may decide.

## **10. Termination of membership**

Membership is terminated if:

- (1) the member dies or, if it is an organisation, ceases to exist;
- (2) the member resigns by written notice to the Club;
- (3) the member is removed from membership by a majority vote of the directors that it is in the best interests of the Club that their membership is terminated. A resolution to remove a member from membership may only be passed if:
  - (a) the member has been given at least fourteen days' notice in writing of the directors meeting at which the resolution will be proposed and the reasons why it is to be proposed; and
  - (b) the member has been allowed to make representations to the meeting but cannot vote.

Any member under suspension shall be forbidden from taking part in any match or event under control of the Club.

- (4) Any person who shall by any means cease to be a member shall nevertheless remain liable for and pay to the Club all monies which at the time of them ceasing to be a member may be due to the Club, except the subscription (if any) in arrears.

## **11. General meetings**

- (1) An annual general meeting must be held in each year and not more than fifteen months may elapse between successive annual general meetings;
- (2) The directors may call a general meeting at any time;
- (3) The directors must convene a general meeting if there is a valid requisition by members pursuant to the provisions of Section 303 of the Act.

## **12. Notice of general meetings**

- (1) The annual general meeting shall be called by at least twenty-one days' notice;
- (2) The minimum period of notice required to hold a general meeting of the Club is fourteen days;

- (3) A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights;
- (4) The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under Articles 14 and 15 and Section 324 of the Companies Act 2006;
- (5) The notice must be given to all members and directors;
- (6) The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an incidental omission by the Club.

### **13. Proceedings at General Meetings**

- (1) No business shall be transacted at any meeting unless a quorum is present;
- (2) A quorum is fifteen members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting;
- (3) The authorised representative of any member organisation shall be counted in the quorum;
- (4) If a quorum is not present;
  - (a) within half an hour from the time appointed for the meeting; or
  - (b) during a meeting a quorum ceases to be present;

the meeting shall be adjourned to such a time and place as the directors shall determine;
- (5) The directors must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting;
- (6) If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting, the members present in person or by proxy at that time shall constitute the quorum for that meeting;
- (7) General meetings will be chaired by the person who has been appointed to chair meetings of the directors;
- (8) If there is no such person or they are not present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their fellow directors to be chairman;
- (9) If no director is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting;
- (10) The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned:
  - (a) The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution;
  - (b) No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place;
  - (c) If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.
- (11) Any vote at a meeting shall be decided by a show of hands, unless before or on the declaration of the result of the show of hands a poll is demanded:
  - (a) by the person chairing the meeting; or
  - (b) by at least five members present in person or by proxy and having the right to vote at the meeting.

- (12) The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded;
- (13) The result of the vote must be recorded in the minutes of the Club including the number or proportion of votes cast;
- (14) A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting;
- (15) If the demand for a poll is withdrawn, the demand shall not invalidate the result of a show of hands declared before the demand was made;
- (16) A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll;
- (17) The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded;
- (18) A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately;
- (19) A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs;
- (20) The poll must be taken within thirty days after it has been demanded;
- (21) If the poll is not taken immediately, at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken;
- (22) If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

#### **14. Content of proxy notices**

- (1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
  - (a) states the name and address of the member appointing the proxy;
  - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - (d) 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.
- (2) The Club may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes;
- (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;
- (4) Unless a proxy notice indicates otherwise, it must be treated as:
  - (a) 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
  - (b) 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.

#### **15. Delivery of proxy notices**

- (1) 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;
- (2) 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;

- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates;
- (4) 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 appointer's behalf.

## **16. Written resolutions**

- (1) A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:
  - (a) a copy of the proposed resolution has been sent to every eligible member;
  - (b) a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and
  - (c) it is contained in an authenticated document which has been received at the registered office within the period of twenty-eight days beginning with the circulation date;
- (2) A resolution in writing may comprise several copies to which one or more members have signified their agreement;
- (3) In the case of a member that is an organisation, its authorised representative may signify its agreement.

## **17. Voting members**

- (1) Every individual ordinary member, who at the time of a vote is 18 years of age or older, every honorary life member and any organisation as a member, shall have one vote. The family member category of non-playing membership shall have one vote per family;
- (2) Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final;
- (3) Any organisation that is a member of the Club may nominate any person to act as its representative at any meeting of the Club, as follows:
  - (a) the organisation must give written notice to the Club of the name of its representative;
  - (b) the representative shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Club.
  - (c) the representative may continue to represent the organisation until written notice to the contrary is received by the Club;
- (4) Any notice given to the Club will be conclusive evidence that the representative is entitled to represent the organisation or that their authority has been revoked. The Club shall not be required to consider whether the representative has been properly appointed by the organisation;
- (5) The following shall require separate 75% majority votes of both playing members and non-playing members eligible to vote:
  - (a) any decision to dispose of the Grange Loan ground or to change its use so that its principle use would cease to be for playing cricket;
  - (b) any decision under Article 36 representing application of the Company's funds or property at the time of winding up or dissolution;
  - (c) any special resolution amending Article 17 or Article 36.



## **18. Management committee**

- (1) The directors of the company shall be known collectively as “the Management Committee”.
- (2) The directors may appoint additional members to the Management Committee, either as directors under Article 20 or as non-voting members;
- (3) A committee member may not appoint an alternate committee member or anyone to act on their behalf at meetings of the committee;
- (4) The directors have the power to form or change Club Committees;
- (5) The Club Committees, through the Chairpersons of those committees, shall report to the Management Committee;
- (6) Following the Annual General Meeting the directors through the Management Committee will appoint the Chairpersons of the Club Committees;

## **19. Club Committees**

- (1) The directors have the power to form Club Committees to assist in the day to day running of the Club;
- (2) The directors will appoint Club Committee Chairpersons who will chair and be responsible for their Club Committee and will report to the directors through the Management Committee;
- (3) The Club Committee Chairperson and the Management Committee will appoint Club Committee members for the particular committee;
- (4) A committee member may not appoint an alternate committee member or anyone to act on their behalf at meetings of the committee.

## **20. Directors**

- (1) Unless otherwise determined by ordinary resolution, the number of directors shall be not less than five and not more than eleven and will form the company’s Management Committee;
- (2) The following shall be elected directors of the company at the Annual General Meeting, namely, the Club President, three Vice-Club Presidents, Club Secretary, Club Treasurer, Youth Convener and Director of Cricket;
- (3) The directors shall have power to create further directors of the company from time to time as they see fit, providing the maximum number of directors shall never exceed the maximum number of directors permitted under the Articles. One person may hold more than one office at the same time;

## **21. Powers of directors**

- (1) The Management Committee shall manage the business of the company and may exercise all the powers of the company unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any special resolution. The committee members shall operate as the Committee of the Club (“the Management Committee”);
- (2) No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the directors;
- (3) Any meeting of Management Committee members at which a quorum is present at the time the relevant decision is made, may exercise all the powers exercisable by the Management Committee;
- (4) The directors have power to make Rules from time to time for the purpose of regulating applications for admission to membership of the Company and other matters as provided in the Articles and to promote the proper conduct of the Company as a members' club.

## **22. Delegation of Directors' Powers**

- (1) The directors may delegate any of their powers or functions to a Club Committee consisting of a director or a Management Committee appointed Club Committee Chairperson;
- (2) The operation of Club Committees shall be set out in the Rules from time to time;
- (3) The terms of any delegation must be recorded in the Minute book;
- (4) The directors may impose conditions when delegating, including the conditions that:
  - (a) the relevant powers are to be exercised exclusively by the Club Committee through their Chairperson, to whom they delegate;
  - (b) no expenditure may be incurred on behalf of the Club except in accordance with:
    - i. a specific budget previously agreed with the directors for the nature of the expenditure; or
    - ii. by prior approval from the Club Treasurer.
- (5) The directors may revoke or alter a delegation;
- (6) All acts and proceedings of any Club Committee must be formally recorded and be fully and promptly reported to the Club Secretary in a form and format agreed by the directors.

### **23. Retirement of directors**

- (1) At the Annual General Meeting all directors must retire from office but shall be eligible for re-election at the Annual General Meeting;
- (2) If a director retires at an Annual General Meeting the retirement shall take effect upon the conclusion of the meeting;
- (3) If the Company, at a meeting at which a director retires, does not fill the vacancy, the retiring director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution or reappointment of the director is put to the meeting and lost.

### **24. Appointment of directors**

- (1) The members may by ordinary resolution appoint a person who is willing to act as a director;
- (2) No person may be appointed a director at any general meeting unless:
  - (a) they are recommended for re-election by the directors; or
  - (b) not less than fourteen nor more than twenty-eight clear days before the date of the meeting, the Club is given a notice that:
    - i. is signed by a member entitled to vote at the meeting;
    - ii. states the member's intention to propose the appointment of a person as a director;
    - iii. contains the details that, if the person were to be appointed, the Club would have to file at Companies House; and
    - iv. is signed by the person who is to be proposed to show their willingness to be appointed.
- (3) All members who are entitled to receive notice of a general meeting must be given not less than seven nor more than twenty-one clear days' notice of any resolution to be put to the meeting to appoint a director other than a director recommended by the directors;
- (4) At any time the directors may appoint a person who is willing to act as a director, within Article 20;
- (5) A director appointed by a resolution of the other directors must retire at the next annual general meeting but is eligible for re-election.

## **25. Disqualification and removal of directors**

The office of a director shall be vacated if they:-

- (a) cease to be a member of the Company; or
- (b) cease to be a director by virtue of any provision in the Companies Acts or is prohibited by law from being a director;
- (c) become incapable by reason of mental disorder, illness or injury of managing and administering their own affairs;
- (d) resign as a director by notice to the Company (but only if at least two directors will remain in office when the notice of resignation is to take effect);
- (e) are absent without the permission of the directors from all their meetings held within a period of six consecutive months and the directors resolve that their office be vacated; or

Under section 168(1) Companies Act 2006 members may by ordinary resolution at a meeting remove a director.

## **26. Directors' remuneration and expenses**

- (1) The directors shall act without remuneration;
- (2) The directors may be paid all expenses properly incurred by them in connection with the discharge of their duties.

## **27. Declaration of directors' and other Club Committee members' interests**

- (1) A director or Club Committee member must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Club or in any transaction or arrangement entered into by the Club which has not previously been declared;
- (2) A director or Club Committee member must absent themselves from any discussions of the directors or Club Committees in which it is possible that a conflict will arise between their duty to act solely in the interests of the Club and any personal interest (including but not limited to any personal financial interest).

## **28. Conflicts of interest**

- (1) If a conflict of interest arises for a director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted directors may authorise such a conflict of interest where the following conditions apply:
  - (a) the conflicted director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
  - (b) the conflicted director does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and
  - (c) the unconflicted directors consider it is in the interests of the Club to authorise the conflict of interest in the circumstances applying.
- (2) In this Article a conflict of interest arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a director or to a connected person.

## **29. Proceedings of directors**

- (1) The directors may regulate their proceedings as they think fit, subject to the provisions of the Articles;
- (2) Any director may call a meeting of the directors;
- (3) The Club Secretary must call a meeting of the directors if requested to do so by a director;
- (4) Questions arising at a meeting shall be decided by a majority of votes;
- (5) In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote;
- (6) A meeting may be held by suitable electronic means agreed by the directors in which each participant may communicate with all the other participants;
- (7) No decision may be made by a meeting of the directors unless a quorum is present at the time the decision is made. "Present" includes being present by suitable electronic means agreed by the directors in which a participant or participants may communicate with all the other participants;
- (8) The quorum shall be four;
- (9) A director shall not be counted in the quorum present when any decision is made about a matter upon which that director is not entitled to vote;
- (10) If the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filing vacancies or of calling a general meeting;
- (11) The directors shall appoint a director to chair their meetings and may at any time revoke such appointment;
- (12) If no-one has been appointed to chair meetings of the directors or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the directors present may appoint one of their number to chair that meeting;
- (13) The person appointed to chair meetings of the directors shall have no functions or powers except those conferred by the articles or delegated to them by the directors;
- (14) A resolution in writing or in electronic form approved by a simple majority of all the directors entitled to receive notice of a meeting of directors or of a Management Committee sub-committee to vote upon the resolution, shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) a Management Committee sub-committee duly convened and held provided that:
  - (a) a copy of the resolution is sent or submitted to all the directors eligible to vote; and
  - (b) a simple majority of directors has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office within the period of twenty-eight days beginning with the circulation date.

## **30. Validity of directors and other club committee decisions**

Subject to Article 30, all acts done by a meeting of the directors, or at any Club Committee, shall be valid, notwithstanding the participation in any vote of a director or Club Committee member:

- (a) who was disqualified from holding office;
- (b) who had previously retired or who had been obliged by the constitution to vacate office;
- (c) who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

unless without:

- i. the vote of that director or Club Committee member the same decisions would have been made; and

- ii. that director or Club Committee member were not required to be counted in the quorum.

### **31. Minutes**

The directors must keep minutes of all:

- (1) appointments of directors and Club Committee Chairpersons and members made by the directors;
- (2) proceedings at meetings of the Club;
- (3) meetings of the directors and Club Committees including:
  - (a) the names of the committee members present at the meeting;
  - (b) the decisions made at the meetings; and
  - (c) where appropriate the reasons for the decisions and the financial cost or estimate, if any, relating to decisions made at the meetings.

### **32. Accounts**

- (1) The directors must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared in accordance with accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice;
- (2) The directors must keep accounting records as required by the Companies Acts.

### **33. Means of communication to be used**

- (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;
- (2) 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;
- (3) Any notice to be given to or by any person pursuant to the Articles must be in written form;
- (4) The Club may give any notice to a member either:
  - (a) personally; or
  - (b) by sending it by post in a prepaid envelope addressed to the member at their address; or
  - (c) by leaving it at the address of the member; or
  - (d) by giving it in electronic form to the member's address.
- (5) A member who does not register an address with the Club or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Club;
- (6) A member present in person at any meeting of the Club shall be deemed to have received notice of the meeting and of the purposes for which it was called;
- (7) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given;
- (8) Proof that an electronic form of notice was given shall be conclusive where the Club can demonstrate that it was properly addressed and sent, in accordance with Section 1147 of the Companies Act 2006;
- (9) In accordance with Section 1147 of the Companies Act 2006 notice shall be deemed to be given:
  - (a) 48 hours after the envelope containing it was posted; or

- (b) in the case of an electronic form of communication, 48 hours after it was sent.

### **34. Indemnity**

- (1) Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled:-
  - (a) Any director or other Club Committee member of the Company shall be indemnified out of the assets of the company against any liability incurred by them in defending any proceedings whether civil or criminal in which judgement is given in their favour or in which they are acquitted or in connection with any application on which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company;
  - (b) the directors of the Company shall at all times be indemnified out of the funds and property of the company against all loss, costs and charges which they may incur or be put to by reason or in consequence of any act, matter or thing done or permitted by them in or about the execution of the duties of their office, and each of them shall be chargeable only with as much money as they may actually receive and shall not be answerable or accountable for loss unless such loss may be sustained through their fraud; and
  - (c) no director, their heirs, executors or administrators shall be liable for any other member or director or for joining in any receipt or other act of conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the funds of the Company shall be invested or for any loss or damage arising from bankruptcy, insolvency or wrongful act to any person with whom any monies, securities or effects shall be deposited or for any loss, damage or misfortune whatsoever which shall happen in the execution of the duties of their office or in relation thereto unless the same shall happen through their own fraud, wilful act or default.

### **35. Rules**

- (1) The directors may from time to time make such reasonable and proper Rules as they deem necessary or expedient for the proper conduct and management of the Club;
- (2) The Rules may regulate the following matters but are not restricted to them:
  - (a) the admission of members of the Club (including the admission of organisations to memberships) and the rights and privileges of such members, subscriptions and other fees or payments to be made by members;
  - (b) the conduct of members of the Club in relation to one another, and to the Club's employees and volunteers;
  - (c) the procedures at general meetings, Management Committee meetings, meetings of the directors and Club Committees in so far as such procedure is not regulated by the Companies Acts or by the Articles;
  - (d) generally, all such matters as are commonly the subject matter of club Rules.
- (3) The directors have the power to alter, add to or repeal the Rules;
- (4) The Management Committee must adopt such means as they think sufficient to bring the Rules to the notice of members of the Club;
- (5) The Rules shall be binding on all members of the Club. No Rule shall be inconsistent with, or shall affect or repeal anything contained in, the Articles.

### **36. Winding up**

- (1) If, upon the winding up or dissolution of the Company, there remain after satisfying all of the debts and liabilities any funds or property whatsoever, the same shall not be paid or distributed amongst the members of the Company but shall be paid or distributed to or among or applied towards the purposes of, as may be determined by the Members at the time of winding up or dissolution, all or any of the following:
  - (a) another cricket club in Scotland that is registered as a Community Amateur Sports Club within the meaning in Section 58 and Schedule 18 of the Finance Act 2002; or similar legislation, and playing cricket at the Grange Loan ground; or in default either or both of the following:
  - (b) another club or clubs in Scotland registered as Community Amateur Sports Clubs within the meaning in Section 58 and Schedule 18 of the Finance Act 2002 or similar legislation; or
  - (c) a Scottish charity or charities within the meaning of Section 58 and Schedule 18 Clause 3(5) of the Finance Act 2002.
- (2) Any uninvested funds or property of the Company obtained using the financial assistance of grant or similar related schemes shall be paid to or distributed to such bodies with similar objects to the Company as may be determined by the directors in consultation with the relevant grant related governing body.

### **37. Liability of Members**

- (1) The liability of the members is limited.
- (2) Every member of the Club undertakes, if the Club is dissolved whilst they or it is a member or within twelve months after they or it ceases to be a member, to contribute such sum (not exceeding £1) as may be demanded of them or it towards the payment of the debts and liabilities of the Club incurred before they or it ceases to be a member, and of the costs, charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

### **38. Discrimination**

The Club is committed to providing an environment which is welcoming to all individuals regardless of race, sex, religion, sexual orientation, disability or other unjustified distinction. The directors of the Club aim to identify and prevent all instances of discrimination and will keep this policy under regular review to ensure its commitment of equal treatment is maintained.

**Certified by:**

**Certified by:**

**Name:**

**Name:**

**Position: Director & Club Treasurer**

**Position: Director & Club President**

**Date:**

**Date:**