

**ALNWICK CRICKET CLUB (1837) LIMITED**Company Number 09896059  
REGISTERED OFFICE**WEAVERS WAY ALNWICK NORTHUMBERLAND NE66 1BX****[www.alnwick.play-cricket.com](http://www.alnwick.play-cricket.com)****MEMORANDUM UPDATED NOVEMBER 2022****THE COMPANIES ACT 2006  
A PRIVATE COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL**

1. **This Memorandum and the Articles of Association were updated and ratified by vote at an Annual General Meeting on 9th November 2021, together with Members' Rules & Regulations.**

2.1. **Name:**

The name of the Company is **ALNWICK CRICKET CLUB (1837) LIMITED**

2. **Registered office:**

The Registered Office is **Weavers Way Alnwick Northumberland NE66 1BX**

3. **The Objects for which the Company<sup>i</sup> is incorporated are:**

The objects of the Company are to foster and promote participation in the amateur sport of cricket or other amateur sporting pursuits as the Committee may decide, within the Alnwick community; providing facilities for playing cricket, opportunities for recreation, coaching and competition. At all times the needs of cricket shall take precedent over all other uses of the facilities available.

4. **Affiliation:**

- 4.1. Alnwick Cricket Club (1837) Limited is affiliated to the England and Wales Cricket Board through the Northumberland Cricket Board.
- 4.2. Alnwick Cricket Club (1837) Limited 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.
- 4.3. Alnwick Cricket Club (1837) Limited shall adopt and implement the ECB Safe Hands – Cricket's Policy for Safeguarding Children and any future versions of the policy.<sup>ii</sup>
- 4.4. Alnwick Cricket Club (1837) Limited shall adopt and implement the ECB Cricket Equity Policy and any future versions of this policy.<sup>iii</sup>

5. **In furtherance of the principal objects of the Company it shall have permitted means of advancing the purposes and the Management Committee may:**

- 5.1. acquire and provide grounds, equipment, coaching, training and playing facilities, clubhouse, buildings, transport, medical and related facilities;
- 5.2. provide coaching, training, medical treatment, and related social and other facilities;
- 5.3. take out any insurance for club committee, employees, contractors, players, guests and third parties;
- 5.4. raise funds by appeals, subscriptions, gifts, donations, loans and charges;

9th November 2021

- 5.5. borrow money and give security for the same, and open bank accounts;
- 5.6. buy, lease or licence property and sell, let, manage, develop, mortgage, exchange or otherwise dispose of the same, provided that no disposal of The Weavers Way Site can be made without the prior written approval of the members voting at a general meeting.
- 5.7. make grants and loans and give guarantees and provide other benefits;
- 5.8. set aside or apply funds for special purposes or as reserves;
- 5.9. deposit or invest funds in any lawful manner;
- 5.10. employ and engage staff and others and provide services;
- 5.11. co-operate with any organisation, club, sporting body, government or government-related agencies; and
- 5.12. do all other things reasonably necessary to advance the purposes.
- 5.13. NONE of the above powers may be used other than to advance the purposes consistently with the Rules below and the general law.

## **6. Liability of members: Guarantee:**

- 6.1. The liability of Members is limited.
- 6.2. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the company's assets if it should be wound up while he/she is a member or within one year after he ceases to be a member, for payment of the company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves. The level of subscriptions will be decided by the Committee from time to time and notified to the members.
- 6.3. The income and property of the Company shall be applied solely towards the promotion of its Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to Members or Directors of the Company, and no Trustee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company; provided that nothing in this document shall prevent any payment in good faith by the Company.

## **7. Winding Up the Company:**

- 7.1. The Members may vote to wind up the Company if not less than three quarters of those present and voting support that proposal at a properly convened Extraordinary General Meeting or Annual General Meeting.
- 7.2. The Directors and Committee will then be responsible for the orderly winding up of the Company's affairs.
- 7.3. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to the governing body of an organisation having Objects similar to the Objects of the Company that prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Clause 6.3 above, chosen by the members of the Company at or before the time of dissolution, such as to:
  - 7.3.1. another Company/Club with similar sports purposes which is a charity; and/or
  - 7.3.2. another Company/Club with similar sports purposes which is a registered CASC; and/or
  - 7.3.3. cricket's national governing body for use by them for related community sports.

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REGISTERED OFFICE**WEAVERS WAY ALNWICK NORTHUMBERLAND NE66 1BX****[www.alnwick.play-cricket.com](http://www.alnwick.play-cricket.com)****ARTICLES OF ASSOCIATION UPDATED NOVEMBER 2021****THE COMPANIES ACT 2006****A PRIVATE COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL****1) Introduction:****1.1 Interpretation**

In these Articles, unless the context otherwise requires:

**The Act:** means the Companies Act 2006 or any statutory modification, amendment or re-enactment of said Act

**Articles:** means the Company's Articles of Association in their present form or as amended from time to time

**Model Articles:** means the Model Articles for Private Companies Limited by Guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles

**Company:** means Alnwick Cricket Club (1837) Limited

**Director:** means the duly appointed Directors of the Company from time to time, which unless otherwise stated shall include the Chairman of Directors and the provisions relating to Directors in Table A of the Act shall not apply to the Company

**Member:** means the subscribers to the Company's memorandum and every other person who agrees to become a Member of the Company, to include Vice Presidents who subscribe and Honorary Members, Honorary Officers and Life Members as appointed by the Company from time to time

**Register of Members:** means the Company's Register of Members maintained in accordance with Section 352 of the Act and updated from time to time

**Subscriptions:** the fee determined by the Annual General Meeting payable by a Member to affiliate and be a Member of the Company

**Auditor:** means Auditors appointed from time to time for the Company

**Rules:** mean the rules, regulations, policies and guidelines for Officials, the Management Committee and Members of the Company published by the Company and as amended from time to time

**CASC:** means Community Amateur Sports Clubs as first provided for by the Finance Act 2002

**Due date:** given as 1<sup>st</sup> January each year

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

(a) any subordinate legislation from time to time made under it; and

(b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2) **Exception to Model Articles:**

1. The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
2. Articles 8, 11(2) and (3), 11(2), 13, 14(1), (2), (3) and (4), 17(2), 30(3), 38 and 39 of the Model Articles shall not apply to the Company.

## 3) **Directors:**

1. Alnwick Cricket Club (1837) Limited must have at least one Director.
2. Directors are legally responsible for running the Company and making sure Company accounts and reports are done properly.
3. All Directors must be Members of the Company and all Members shall be eligible to stand for the post of Director.
4. A Director must be 16 or over and not be disqualified from being a Director.
5. Another Company can be a Director, but at least one of the Company's Directors must be a person.
6. Unless otherwise determined by ordinary resolution, the number of Directors (other than alternate Directors) shall not be subject to any limitation. When the minimum number of Directors shall be one, a sole Director may exercise all powers and authorities vested in the directors by the Model Articles and by these Articles.
7. Any Director (other than an alternate Director) (in this article, the Appointor) may appoint any person (whether or not a Director).
8. Any appointment or removal of an alternate Director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors.

*The notice must:*

- (a) identify the proposed alternate; and
  - (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the Director giving the notice.
9. An alternate Director has the same rights, in relation to any decision of the Directors, as the alternate's Appointor.
  10. Except as the Articles specify otherwise, alternate Directors are:

- (a) deemed for all purposes to be Directors;
- (b) liable for their own acts and omissions;
- (c) subject to the same restrictions as their Appointors;
- (d) not deemed to be agents of or for their Appointors,

and, in particular (without limitation), each alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of directors of which his Appointor is a member.

11. A person who is an alternate Director but not a Director may:

- (a) be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating); and
- (b) participate in a unanimous decision of the Directors (but only if his appointor is an eligible Director in relation to that decision, and does not himself participate).

12. A Director who is also an alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the Directors (provided that his Appointor is an eligible Director in relation to that decision)

13. An alternate Director may be paid expenses and may be indemnified by the Company to the same extent as if he were a Director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.

14. An alternate Director's appointment as an alternate terminates when:

- (a) the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a Director; or
- (c) the alternate Director's Appointor ceases to be a Director for whatever reason.

#### **4) Appointment of Directors:**

##### **4.1 Power of the Company to Appoint Directors:**

Subject to the provisions of these Articles, the Company may by resolution of a majority of members at an Annual General Meeting, elect a person who is willing to act as a Director, either to fill a vacancy or as an addition to the existing Board, but the total number of Directors shall not exceed any maximum number fixed in accordance with these Articles.

##### **4.2 Power of Board to appoint Directors:**

Without prejudice to the power of the Company to appoint any person to be a Director pursuant to these Articles, the Board shall have power at any time to appoint any person who is willing to act as a Director, either to fill a vacancy or as an addition to the existing Board, but the total number of Directors shall not exceed any maximum number fixed in accordance with these Articles. Any Director so appointed shall retire and be eligible for election at the next Annual General Meeting of the Company following such appointment.

4.3 The term of office for elected Directors commences at the end of the Annual General Meeting at which they are elected, and ceases at the conclusion of the Annual General Meeting in their third year

4.4 The term of office for appointed Directors commences at the end of the Board meeting at which they are appointed and ceases at the conclusion of the following Annual General Meeting.

4.5 In any case where, as a result of death or bankruptcy, the Company has no Members and no Directors, the personal representatives of the last Member to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person, who is willing to act and is permitted to do so, to be a Director.

## **5) Company Secretary:**

The Company is not required to have a Company Secretary, but the Directors may choose to appoint any person who is willing to act as the Company Secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

## **6) Disqualification of Directors and Company Secretary:**

An individual shall immediately vacate the office of Director or Company Secretary if he/she:

- a. Becomes insolvent or makes any arrangement or composition with his creditors generally or
- b. Is suffering or might be suffering from mental disorder and either
  - i. Is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or in Scotland under the Mental Health (Scotland) Act 1984 or
  - ii. An order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other persons to exercise powers with respect to their property or affairs
- c. Resigns office as a Director or Company secretary by written notice to the Company or
- d. Is removed from office by resolution duly passed pursuant to Section 303 of the Act or
- e. Becomes prohibited by law from being a Director or Company Secretary or ceases to be a Director by virtue of the Act or
- f. Shall have been absent without permission for a period of six consecutive months from meetings of the Directors during that period and the Directors resolve that the office be vacated or
- g. Ceases to be eligible in accordance with the Company's Rules and Regulations

## **7) Responsibilities of the Directors:**

7.1 Directors of Alnwick Cricket Club (1837) Limited must:

- a) try to make the company a success, using skills, experience and judgment
- b) follow the Company's Rules, shown in its Articles
- c) make decisions for the benefit of the Company, not individuals
- d) tell other Directors or Members if they might personally benefit from a transaction the Company makes
- e) keep Company records and report changes to Companies House and HM Revenue and Customs (HMRC)
- f) make sure the Company's accounts are a 'true and fair view' of the business' finances
- g) file annual Accounts with Companies House and the Company Tax Return with HMRC
- h) pay Corporation Tax, if appropriate

7.2 Directors can delegate work (eg to a Company Secretary or Club Treasurer) or hire other people to manage some of these things day-to-day (eg an accountant) but remain legally responsible for the Company's records, accounts and performance.

7.3 Directors may be personally liable for the Company's business liabilities and be fined, prosecuted or disqualified as a Company Director if found in breach of Rules.

## **8) Directors' Meetings:**

8.1 Unless the Board determines otherwise the Board shall meet not less than four times in any calendar year.

8.2 The Directors may appoint a Director to chair their meetings and the person so appointed for the time being is known as the Chairman.

8.3 The Directors may terminate the Chairman's appointment at any time.

8.4 If the Chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

8.5 If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting has a casting vote.

8.6 But this does not apply if, in accordance with the Articles, the Chairman or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

8.7 The Chairman or Directors or Company Secretary shall at any time serve notice upon all Directors or Company Secretary to summon a meeting of the Board where matters demand together with an agenda.

8.8 The Board may meet together to attend to business, adjourn and otherwise regulate their meetings as they think fit.

## **9) Directors' Dealings with the Company:**

9.1 A Director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act.

9.2 A Director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act unless the interest has already been declared in accordance with Article 6.1 above.

9.3 Subject, to sections 177(5), 177(6), 182(5) and 182(6) of the Act, the disclosures required under Article 10 below and to any terms and conditions imposed by the directors, a director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.

9.4 A Director need not declare an interest under clause Article 10 as the case may be:

(a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;

(b) of which the Director is not aware, although for this purpose a director is treated as being aware of matters of which he ought reasonably to be aware;

(c) if, or to the extent that, the other directors are already aware of it, and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware; or

(d) if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a Board Meeting.

**10) Directors' conflicts of interest:**

10.1 The Directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest provided that the required quorum at the meeting at which the matter is considered is met without counting the Director in question or any other interested Director (Conflict).

10.2 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):

(a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

(b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and

(c) be terminated or varied by the directors at any time.

10.3 This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

10.4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:

(a) disclose such information to the Directors or to any Director or other officer or employee of the company; or

(b) use or apply any such information in performing his duties as a Director, where to do so would amount to a breach of that confidence.

Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director:

(a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;

(b) is not given any documents or other information relating to the Conflict; and

(c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.

10.5 Where the Directors authorise a Conflict:

(a) the Director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict, and insofar as he does not do so their authorisation will no longer be valid; and

(b) the Director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation and provided that the conflicted Director is not in breach of his duties set out in Section 171 to 177 of the Act otherwise than by reason of the mere existence of the conflict.



10.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

**11) Records of Directors' decisions to be kept:**

If decisions of the Directors are taken by electronic means (including but not limited to, telephone, text message or e-mail), decisions will afterwards be recorded by the Directors in permanent form, so that they may be read with the naked eye.

**12) Membership:**

12.1 Subject to Article 21 of the Model Articles, the subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with the Articles shall be Members of the Company.

12.2 No person shall be admitted a Member of the Company unless the Directors approve them.

12.3 Application for membership of the Club shall be by completion of a membership application form in such form as required by the Directors accompanied by the appropriate subscription fee.

12.4 In accordance with Article 22 of the Model Articles, a Member may at any time withdraw from the Company by giving at least seven clear days' notice to the Company by written notice to the Management Committee, but the return of any subscription paid is at the discretion of the Committee.

12.5 Membership shall not be transferable and shall cease on death.

12.6 Membership of Alnwick Cricket Club (1837) Limited shall be open to anyone interested in the sport on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. However, limitation of membership according to available facilities is allowable on a non-discriminatory basis.<sup>iv</sup>

12.7 There is no limit to the number of Members.

12.8 Alnwick Cricket Club (1837) Limited will have the following classes of membership:<sup>v</sup>

President

Vice President (unlimited in number)

Honorary Officer of Management Committee

Honorary Life Member

Full Senior Member- playing

Young Senior Member- playing (age 19-21years old, or in full time education)

Womens Member- playing

Full Member- non-playing

Junior Member (18 years old and under- male or female)

Social member- non-voting

Note: Voting membership transfers to parents/carers of registered Junior Members aged under 16. One parent/carer of each Junior member may vote, to a maximum of two transfer votes, where there are two or more Junior Members from the same family. Junior Members 16 - 18 have voting rights.

12.9 Alnwick Cricket Club (1837) Limited may have different classes of membership and subscription on a non-discriminatory and fair basis. The Company will have an equitable pricing policy and will keep subscriptions at levels that will not pose a significant obstacle to people participating.<sup>vi</sup>

12.10 The level of subscriptions will be decided by the Management Committee from time to time and notified to the Members.

12.11 All Members may attend to observe a Management Committee Meeting of the Company in person in addition to Annual General Meetings (AGMs) or Extraordinary General Meetings (EGMs).

12.13 All voting Members have one vote at AGMs and EGMs only.

12.14 Members must be given at least 7 clear days notice of Management Committee Meetings via the website, 28 clear days notice of AGMs and 14 clear days notice of EGMs.

12.15 For the purpose of Article 24 of the Model Articles the quorum for all General Meetings is 5 voting Members present.

12.16 Except as otherwise provided in these Rules or in Members' Rules and Regulations every resolution shall be decided by a simple majority of the votes cast on a show of hands.

12.17 Formalities in connection with General Meetings such as how to put down resolutions shall be decided by the Management Committee in Members' Rules & Regulations as publicised to Members.

### **13) Members' Rules and Regulations:**

13.1 Subject to the Companies Act 2006 and these Articles and Members' Rules and Regulations the Management Committee shall have responsibility for the Management of the Company Club day to day activity, its funds, property and affairs.

13.2 The Management Committee may make Members' Rules and Regulations consistent with these Articles and Rules and will publicise these to the Members. See Members' Rules & Regulations Amended November 2021.

13.3 The Management Committee will have due regard to the law on disability, discrimination and the safeguarding of children and vulnerable adults in drawing up and implementing Members' Rules and Regulations as well as laws relating to operating licensed premises.

13.4 No person shall be eligible to take part in the business of the Company, vote at General Meetings 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 Management Committee. Guests may use the licensed premises by invitation of the Management Committee.

13.5 The Directors or Management Committee may refuse membership, or remove it, at their discretion but only for good cause such as conduct or character likely to bring the Club or cricket into disrepute and:

i. The Management Committee 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 Management Committee to consider at the meeting. Appeal against a refusal of membership shall be to the Appeal Committee as detailed below.

ii. The procedure for taking disciplinary action against a Member, including removing membership, is dealt with in more detail below.

13.6 The Club Secretary on behalf of the Management Committee will keep a Register of all categories of Members and the list of subscriptions applicable.

13.7 Every Member of Alnwick Cricket Club (1837) Limited shall be held to have agreed to be bound by the Articles.

13.8 Every Member shall be subject to Members' Rules and Regulations and by joining the Company will be deemed to accept Members' Rules and Regulations and any Codes of Conduct or Policies that the Company has adopted. A Code of Conduct for Members and Guests shall be displayed prominently to ensure that all Club guests and non-member volunteers are aware of the code and the requirement to abide by it.

#### **14) Removal of Membership, Discipline and Appeals<sup>vii</sup>:**

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

14.2 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.

14.3 The Management Committee shall appoint a Disciplinary Sub-Committee who will meet to hear complaints within 14 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.

14.4 The Disciplinary Sub-Committee has the power to take appropriate disciplinary action on behalf of the Management Committee, including the termination of membership or exclusion from Club premises providing that a vote of not less than two thirds of the Disciplinary Sub-Committee present agree with the decision. Provided that:

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 7 days following the hearing.

14.5 There shall be a right of appeal within 7 days of receipt of the disciplinary decision or decision to refuse membership:

- i. against the Disciplinary Sub-Committee's findings or the sanction imposed or both; and
- ii. against the Committee's refusal to admit a new member

14.6 In either case, the Management Committee shall appoint an Appeals Committee chaired by the President (provided the President is independent of the issue to be discussed).

14.6 The Appeals Committee shall have a minimum of three members that shall not include members involved with the initial disciplinary hearing but may include non-members of the Club.

14.7 The Appeals Committee shall consider the appeal within 14 days of the Secretary receiving the appeal.

14.8 The individual who submitted the appeal shall be entitled to be accompanied by a friend or other representative and to call witnesses. A Junior member facing disciplinary action should be afforded appropriate consideration and support to meet safeguarding requirements, including the presence of the Club Safeguarding Officer.

14.9 The decision of the Appeals Committee shall be final and binding on all parties and a written notice shall be given to the disciplined Member.

#### **15) Annual General Meetings (AGM):**

15.1 Alnwick Cricket Club (1837) Limited will hold an Annual General Meeting (AGM) once in every calendar year, generally in the first week of November, and not more than 15 months after the last AGM.

15.2 The Management Committee shall give notice to all Members of convening the AGM via the Committee Noticeboard and website not less than 10 days before the date fixed for the meeting.

15.3 To qualify to attend an AGM or vote in respect of any business of the Company a person must be a Member of the Company and have paid the subscription fee in respect of the period in which the AGM is held or the vote occurs, unless they hold Honorary status.

15.4 No business shall be transacted at the AGM unless a quorum of 10 Members entitled to vote is present. If within 30 minutes of the time appointed for the Meeting there are insufficient Members present the meeting shall stand adjourned to be reconvened within 14 days from the appointed day and time.

15.5 If at the AGM insufficient Members are present within 30 minutes of the appointed time then those Members present shall form a quorum.

15.6 The AGM shall be held for the purpose of:

i. The Members will elect a Management Committee to serve until the next AGM [provided that no Management Committee Member shall serve for more than five consecutive terms without standing down and seeking re-election] It shall consist of:

President, Directors, Honorary Club Chair, Honorary Club Secretary, Honorary Treasurer, Honorary Field Officer, Honorary Safeguarding Officer, 1st XI Captain, 2nd XI Captain, Women's Captain (Hard Ball), Women's Captain (Soft Ball), Junior Manager, Club Coaching Coordinator, Social Media Secretary, Club Field Fixture Secretary, Clubhouse Manager.

The Club Management Committee may also co-opt members or members may elect supporting officers to the following roles, as required to assist, who report to the Committee or a Sub-Committee, as may be formed:

Deputy Safeguarding Officer, Club Membership Secretary, Funding Secretary, Senior 1st XI Vice Captain, Senior 2nd XI Vice Captain, N&TCL League Representative, Women's Vice Captain (Hard Ball), Women's Vice Captain (Soft Ball), Deputy Field Officer, Junior Team Managers, All Stars&Dynamos Officer, Junior Parent/Carer Representative, Scorer, Umpire, Tea Attendant

ii. the Treasurer will produce accounts of Alnwick Cricket Club (1837) Limited for the latest financial year ended the 30<sup>th</sup> September audited as the Committee shall decide and posted for the Members to view at least 10 days before the AGM;

iii. the Committee will present a report on the Company's activities since the previous AGM;

iv. the Members will appoint an Auditor, a suitable person to Audit the accounts, independent of the Treasurer; and

v. the Members will discuss and vote on any resolution (whether about policy or to change the Rules and Regulations)

vi. the Members will deal with any other business put to the meeting but must include to agree Member's subscriptions for the coming year

vii. the Members may consider the appointment of any Honorary Officers or Honorary Life Members.

## **16) Extraordinary General Meetings (EGM):**

16.1 An EGM shall be called by the Club Secretary within 14 days of a request to that effect from the Committee or on the written request of not less than 20 Members signed by them, provided the request shall state the purpose for which the Extraordinary General Meeting is required.

16.2 The Club Secretary shall give notice to all Members of convening the Extraordinary General Meeting via the Committee Noticeboard and website not less than 10 days before the date fixed for the meeting. Such EGM shall be held on not less than 14 nor more than 21 days' notice at a place decided upon by the Committee or in default by the Chair.

16.3 To qualify to attend an EGM or vote in respect of any business of the EGM a person must be a Member of the Company and have paid the subscription fee in respect of the period in which the EGM is held or the vote occurs, unless they hold Honorary status.

16.4 If the Committee fails to call an EGM within 14 days of receiving a valid request from the Members then the requisitionists may themselves call an EGM, the costs of which will be reimbursed by the Company.

16.5 No business shall be transacted at an EGM unless a quorum of 10 Members entitled to vote is present. If within 30 minutes of the time appointed for the EGM there are insufficient Members present the EGM shall stand adjourned to be reconvened within 14 days from the appointed day and time.

16.6 If at the EGM insufficient Members are present within 30 minutes of the appointed time then those Members present shall form a quorum.

16.7 At an EGM only the business for which the EGM has been called shall be conducted or voted upon and all Members will receive a report back on that business by the Management Committee.

#### **17) Property:**

The property and funds of the Company cannot be used for the direct or indirect private benefit of Members other than as reasonably allowed by the Rules and all surplus income or profits are to be re-invested in the Company. No surpluses or assets will be distributed to members or third parties.<sup>viii</sup>

#### **18) Permitted Activity:**

Is identified in the Company Memorandum. All activities and interpretation of all the Rules must be consistent with the statutory requirements for CASCs.

#### **19) Amendments:**

19.1 Subject to the Companies Act 2006 these Rules may be amended at an Extraordinary General Meeting or Annual General Meeting by resolution passed by two-thirds of the votes cast but not (if relevant) so as to jeopardise the Company's status as a Community Amateur Sports Club as first provided for by the Corporation Tax Act 2010 and not in any event to alter its purposes unless procedures set out in Articles has been followed or winding up provisions begun.<sup>ix</sup>

19.2 The Objects of the Company may be changed to include another eligible sport if the Directors unanimously agree and the Members also agreed the change by a 75% majority of votes cast.

#### **20) Proxies:**

Article 31(1) (d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

**21) Notices:**

21.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

21.2 For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

21.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

21.4 Notice of all General Management Committee Meetings, the Annual General Meeting and Extraordinary General Meetings must also be put on the Company's notice board(s) and website.

21.5 A technical defect in the giving of notice of which the Members or the Management Committee are unaware at the time does not invalidate decisions taken at a meeting.

**22) Indemnity:**

22.1 Subject Article 7 but without prejudice to any indemnity to which a relevant Officer is otherwise entitled:

- (a) each relevant Officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant Officer:
  - (i) in the actual or purported execution and/or discharge of his/her duties, or in relation to them; and
  - (ii) in relation to the Company's (or any associated Company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act), including (in each case) any liability incurred by him/her in defending any civil or criminal proceedings, in which judgment is given in his/her favour or in which he/she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his/her part or in connection with any application in which the court grants him/her, in his/her capacity as a relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs, but not including any of the matters set out in section 234(3) of the Act; and
- (b) the Company may provide any relevant Officer with funds to meet expenditure incurred or to be incurred by him/her in connection with any proceedings or application referred to in Article 13.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

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

22.3 In this Article:

Companies are Associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

a "relevant Officer" means any Director or other Officer or former Director or other Officer of the company or an associated company (including any Company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated Company) as Auditor (whether or not he is also a Director or other Officer to the extent he acts in his capacity as Auditor).

### **23) Insurance:**

The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Officer in respect of any relevant loss.

### **24) Accounts:**

24.1 The Directors shall cause proper books of account to be kept in accordance with the Companies Act 2006 or any statutory modification, amendment or re-enactment of said Act.

24.2 At the Annual General Meeting in every year the Directors shall lay before the Company a proper income and expenditure account for the period since the last preceding account made up to date not more than 12 months before such meeting together with a proper balance sheet made up as of the same date.

24.3 Every balance sheet shall be accompanied by proper reports of the Management Committee and, where required, the Auditors and copies of such accounts, balance sheets and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall, not less than 14 clear days before the date of the Annual General Meeting, (subject to the provisions of the Act) be sent to all Directors, Officers and Members of the Management Committee.

### **25) Dissolution:**

Clause 7 of the Memorandum of Association of the Company relating to the winding-up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

ENDS//

ii This clause is compulsory for ECB Clubmark.

iii This clause is compulsory for ECB Clubmark.

iv This is compulsory for CASCs.

v Classes of membership can be changed as appropriate for your Club but should conform to CASC regulations

vi This is compulsory for CASCs and ECB Clubmark.

vii Clubmark requires there to be an appropriate disciplinary process. The procedure for disciplining members and hearing appeals can be changed to suit the club. For example, another option is for appeals to go to the members. However there must be a right of appeal against removal or refusal of membership and any disciplinary process must be reasonable.

viii Must be included if the club is or wishes to be a CASC.

ix Required for CASCs.