

## ESSEX COUNTY CRICKET CLUB LIMITED ("the Club")

### CONSTITUTION AND RULES ("the Rules")

#### 1. Name

The name of the Club shall be "Essex County Cricket Club Limited".

#### 2. Registration

The Club is a society registered under the Cooperative and Community Benefit Societies Act 2014 ("the Act"). The Rules have effect to the exclusion of all other rules. The Club shall not be de-registered except with the authority of a resolution of the Members as is required from time to time to amend the Rules generally (disregarding any special requirements as to amendments to any particular Rule) and except as provided by law.

#### 3. Objects

The objects of the Club shall be:

- a) to promote and further the game of cricket at all levels within and beyond the County of Essex. For this purpose Essex shall include the London Boroughs of Barking & Dagenham, Havering, Newham, Redbridge and Waltham Forest together with the Unitary Authorities of Southend-on-Sea and Thurrock;
- b) to carry on the activity of County Cricket and to undertake such cricket fixtures and other activities as the Committee may decide;
- c) to engage fully with the England and Wales Cricket Board ("ECB") in all its activities and to formalise this association by the Chairman of the Club being a member of the ECB;
- d) to be a member of the Essex County Cricket Board ("ECCB") and to support its activities;
- e) to strengthen the bonds between the Club and local communities in Essex and surrounding areas;
- f) to maintain and develop the County Ground at New Writtle Street Chelmsford and/or such other location or locations as the Committee may from time to time determine as the headquarters of the Club and/or as a venue for playing cricket ("the Ground") and so as to provide the best possible facilities for Members and those visiting the Ground or other grounds used by the Club for the playing of its matches; and
- g) to apply the profits of the Club in furthering these objects.

#### 4. Powers

To further its objects the Club shall have the power to do all such things as are incidental or conducive to the objects of the Club including (but not limited to) all or any of the following:

- a) either directly or indirectly to employ, invest and deal with the assets and funds of the Club for the objects of the Club in such manner as shall be considered by the Committee in its discretion to be desirable or expedient, and to do all such other acts and things and carry on all such other activities (including but not limited to leasing, subleasing, releasing, renting, acquiring, altering, erecting, holding, selling, improving, developing, repairing, hiring, lending with or without security other than to members of the Club or otherwise dealing with real and personal property of any kind) as shall be considered by the Committee to be necessary, desirable or expedient for the purposes of the Club or the advancement of its interests;
- b) to raise or borrow money from Members or others without limitation for the purposes of or in connection with the activities of the Club or any of them as the Committee thinks fit. Any sum or sums raised or borrowed may be secured by way of mortgage or charge over all or any of the undertaking, property and assets, present or future, of the Club, and whether or not including any floating charge of all or any of the undertaking, property and assets of the Club;
- c) to give any security or securities whether by way of mortgage or otherwise for the performance of any contracts or any debts, liabilities or obligations of the Club or any of its subsidiaries or other persons or corporations in whose business or undertaking the Club is interested, or to whom or in respect of whom the Club has given any personal covenant, guarantee or indemnity, whether directly or indirectly, and collaterally or further to secure any obligation of whatever nature of the Club by a trust deed or other assurance;
- d) to accept and grant sponsorship, franchises and other arrangements as the Committee shall think fit;
- e) to apply for and hold any licences, consents and approvals that may be required in connection with the activities of the Club and to provide catering and such other facilities as the Committee shall consider desirable;
- f) to invite, receive and make donations for or otherwise promote or assist in the development or continuance of facilities for, or the prestige of, cricket or any other sport or recreation;
- g) to support (whether by direct subscription, the giving of guarantees or otherwise) any charitable, benevolent or educational fund, institution or organisation, or any event or purpose of a public or general nature, the support of which will or may, in the opinion of the Committee directly or indirectly benefit, or is calculated so as to benefit, the Club or its activities, or its employees, ex-employees, players, former players or their dependants;

- h) to promote, arrange and organise competitions and entertainments in connection with cricket and any other sport or recreation;
- i) to engage such officials and employees upon such terms and at such remuneration as the Committee may deem appropriate, and to dismiss or retire any of them as may be necessary;
- j) to provide pensions, insurances and other benefits to employees or ex-employees of the Club or the dependants and relatives of any such persons and to establish and maintain or concur in establishing and maintaining trusts, funds, schemes or other arrangements (whether contributory or non-contributory) with a view to providing such benefits including (but not limited to) retirement benefits and/or life assurance schemes;
- k) to maintain bank accounts in credit or overdrawn on such terms as the Committee shall think fit including the giving of guarantees and indemnities in respect of direct debits and other money transmission or collection systems; and
- l) to enter into all deeds and documents of novation or otherwise, consequent upon or by reference to the incorporation of the Club.

## **5. Registered Office**

The registered office of the Club shall be at The Essex County Ground, New Writtle Street, Chelmsford, Essex or at such other location as the Committee may from time to time decide.

## **6. Share Capital**

- 6.1 The capital of the Club shall consist of shares of the value of five pence each.
- 6.2 Every Member shall hold one share and no more in the capital of the Club. No person who is not a Member shall be issued with a share.
- 6.3 Any person admitted to membership of the Club shall be allotted one share on admission and five pence of the first subscription paid by such Member shall be applied in paying up the same in full.
- 6.4 In the case of a share allotted to a Life Member, Honorary Life Member or Honorary Life Vice President, such share shall be credited as fully paid by way of a capitalisation of any profits of the reserve of the Club and the Committee shall have power to take all steps necessary to give effect to this Rule.
- 6.5 No share shall be withdrawable or be transferable by any Member and no interest, dividend or bonus shall be payable on any share nor may it be held in trust for any other person. Any Member transferring or attempting to transfer a share or any interest therein or any rights associated therewith shall, if the Committee decides, be deemed to have resigned from the Club as from the date of such transfer or attempted transfer.



6.6 The share of a Member shall be forfeited to the Club when that Member for whatever reasons ceases to be a Member.

6.7 The Club shall not be required to issue a certificate to any Member in respect of the share allotted to that Member.

## **7. Management**

The Club so far as the game of cricket is concerned shall be governed by the Laws of Cricket as laid down by the Marylebone Cricket Club and by such other rules and playing conditions as may be laid down from time to time by the ECB or any successor.

The affairs of the Club, in all matters not in these Rules expressly reserved for the Members in General Meeting, or otherwise provided for, shall be the responsibility of the Committee.

## **8. Membership**

8.1 Membership shall be open to all irrespective of age, gender, disability, race, ethnic origin, creed, colour, social status and sexual orientation.

8.2 The Club's classes of membership are:

Adult (aged 26-63 inclusive)

Senior (aged 64 and over)

Student / Young Adult (aged 18-25 inclusive)

Joint Adult (x2 Adults)

Joint Senior (x2 Seniors)

Family (x2 voting adults, x2 non-voting Under 17's)

Honorary Life Vice President

Honorary Life Member

Life Member

and such other voting categories as the Committee shall from time to time determine; (such classes being in the Rules collectively referred to as "Members").

The classes of Associates are:

Junior (Under 18 on 1<sup>st</sup> January in each year)

Clubs

Corporate Patrons

and such other non-voting categories as the Committee shall from time to time determine; (such classes being in the Rules collectively referred to as "Associates").

8.3 The minimum age for new Life Members shall be fixed by the Committee from time to time.

8.4 Honorary Life Vice Presidents shall hold office for life. Additional Honorary Life Vice Presidents may be appointed at a General Meeting on the recommendation of the Committee. The Committee may appoint Honorary Life Members of the Club from

time to time. Once appointed Honorary Life Vice Presidents and Honorary Life Members shall not be required to pay any subscription to the Club.

- 8.5 Except as may be determined from time to time by the Committee, Members shall be entitled to free admission to all grounds in Essex where the Club is playing, with the right of entry to the members' enclosures and the right to introduce one guest daily to the members' enclosures upon payment of the ground admission charge and such further enclosure charge as the Committee may determine. The Committee may from time to time make adjustments or amendments to Members' benefits by geographical location, length of membership, age or any other factor for the purposes of more effectively marketing the Club or fulfilling any of its management responsibilities.
- 8.6 The rights and privileges of Associates shall be determined by the Committee from time to time.
- 8.7 Tickets issued to a club as an Associate may only be used by bona fide members of that club and each ticket may only be used by one such member on any one occasion.
- 8.8 The privileges of Corporate Patrons, to be determined by the Committee from time to time, may be exercised by not more than four members of their staff or guests on any one occasion on which entry to the Club's premises is permitted by the Committee.
- 8.9 Individual membership cards shall be validated upon receipt of each year's subscription and are not transferable.
- 8.10 The admission of new Members to membership shall be at the discretion of the Committee. Any candidate for membership of the Club must, if so required by the Committee, be proposed by one Member and seconded by another Member, each vouching for the candidate's fitness for membership.
- 8.11 The entrance fees (if any) and subscriptions payable by Members and Associates shall be determined from time to time by the Committee.
- 8.12 The Committee may collect subscriptions and any other amounts payable to the Club under the authority of a direct debiting mandate or a standing order mandate expressed in favour of the Club and lodged with the Member's bank. In this connection the Committee shall have power to originate direct debits and execute any indemnity required by banks receiving such direct debits, such execution to be as determined by the Committee.
- 8.13 The subscription year shall be 1<sup>st</sup> January to 31<sup>st</sup> December. Any Member or Associate wishing to resign shall notify the Chief Executive in writing not later than 1<sup>st</sup> January; otherwise such Member or Associate will be liable to pay that year's subscription. Members and Associates will not be entitled to any of their rights and privileges under the Rules unless they have paid their current year's subscription. Each Member shall have the right to have notice of and to attend General Meetings and to cast one vote.

- 8.13.1 The Committee shall have the right to cancel the membership of any Member or Associate who shall have failed to pay the subscription for the current or any earlier year, provided that such Member or Associate has been given not less than 28 days' written notice of the proposed cancellation and has not paid outstanding subscriptions before the expiry of the notice.
- 8.13.2 The Committee shall have the right to suspend or cancel the membership of any Member or Associate whose behaviour or conduct it considers contrary to the welfare or good conduct of the Club. Any Member shall have (a) the right to have notice of such suspension or cancellation and to attend and be heard at the meeting of the Committee at which his or her behaviour or conduct is to be considered, and (b) a right of appeal to the next General Meeting of the Club.
- 8.14 A list of the names and addresses of all Members and Associates shall be kept at the Ground. Members and Associates shall be responsible for notifying changes of address to the Chief Executive.

## **9. Elections and Appointment**

- 9.1 The President shall be elected by the Committee at the first Committee Meeting following the Annual General Meeting and shall serve for a fixed period of three years. At the end of that period, the Committee may elect that person to serve for further period of 12 months up to a maximum of three years.
- 9.2 The First Eleven Captain(s) shall be appointed from time to time by the Committee.
- 9.3 The Committee shall have power to appoint a Club Patron or Patrons on such terms and conditions as it may require from time to time.

## **10. Committee**

- 10.1 The Committee of the Club ("the Committee") shall comprise the President, nine Members elected at an Annual General Meeting, the Chief Executive, the Finance Director, and up to three Members co-opted by the Committee in accordance with Rule 10.3. Of the elected members of the Committee, one third shall be elected at each Annual General Meeting to serve until the close of the third Annual General Meeting thereafter. Any casual vacancy may be filled by the Committee for the remainder of the relevant three-year term, but the powers of the Committee shall not be affected by the failure to fill any vacancy. No person shall be eligible for election or re-election or for appointment to the Committee under this Rule who has attained the age of 70 years by the 1<sup>st</sup> February in the year of the relevant Annual General Meeting. A candidate for election to the Committee must have been a Member (as defined by Rule 8) for the twelve months preceding his or her nomination and be 21 years of age by the 1<sup>st</sup> February in the year of the relevant Annual General Meeting. Persons who at the date of adoption of the Rules are members of the Committee shall continue to hold office after such adoption. Such persons shall have the same seniority, date of appointment, dates of retirement and



the like after the date as before it, subject only to such changes as are necessary by virtue of the Rules.

No employee or former employee of the Club or the Essex County Cricket Board shall be eligible for election or re-election to the Committee until two years have elapsed from the cessation of his or her employment.

- 10.2 Nominations for the election or re-election of Committee members shall be in writing and signed by a proposer and seconder (each of whom shall be a Member) and by the person nominated and shall reach the Chief Executive by 1<sup>st</sup> February in the year of the relevant Annual General Meeting. If there are more nominations than the vacancies to be filled the election shall be by postal ballot (see Rule 13.7), the result to be announced at the Annual General Meeting. A Member may not act as proposer to more than one candidate and as seconder to more than one other candidate in the same election.
- 10.3 The Committee shall have power to co-opt up to three additional Members who shall each serve until their appointment is terminated by the Committee or until the next Annual General Meeting (whichever shall be the sooner). Any co-opted member appointed by the Committee in accordance with this Rule 10.3 shall be a full member of the Committee and shall be permitted to vote.
- 10.4 A Committee member who is absent from three consecutive scheduled meetings of the Committee without leave of absence being granted by the Committee shall automatically vacate office.
- 10.5. The Committee shall (subject to Rule 11.1) be responsible for the management of the Club and its property, funds and other assets and, subject to the rights and powers of the owners, for the sole management of all grounds for the preparation, duration and vacation of the Club's matches in Essex.
- 10.6 The Committee shall not less than once a year elect from among its number a Chairman, and a Deputy-Chairman. The Deputy-Chairman shall have particular responsibility for the interests of Members.
- 10.7 Voting at meetings of the Committee shall be by show of hands or otherwise as the Chairman or other member presiding at the meeting may direct. Every member of the Committee present shall have one vote and in the case of equality of votes the Chairman or other member presiding at the meeting shall have a second or casting vote. Attendance at meetings may be by telephone, video or such other means of communication as the meeting shall agree. Any member of the Committee who is unable to attend any meeting of the Committee may appoint another member of the Committee as his or her proxy with authority to vote as the proxy may decide. Notice of appointment of proxy must be given in writing to the Chairman or Chief Executive before the start of the meeting.
- 10.8 Each meeting of the Committee shall consist of not fewer than seven members to form a quorum.

## **11. Executive Board, and Advisory Groups**

- 11.1 The Committee shall appoint an Executive Board, which shall have responsibility for the strategic planning of the Club. The Executive Board will appoint an Audit and Compliance Group, a Cricket Advisory Group, and such other advisory groups as it may from time to time determine. The Committee shall not less than once a year elect from among its number a Treasurer, a Chairman of the Cricket Advisory Group, and a Chairman of any other advisory groups. The composition and terms of reference of such groups shall be determined by the Executive Board.
- 11.2 The Executive Board shall consist of the Chairman and Deputy Chairman of the Committee, the Chief Executive, the Finance Director, the Chairman of the ECCB, the Treasurer, the Chairman of the Cricket Advisory Group, and an additional member of the Committee elected not less than once a year from among its number. The Executive Board shall have power to co-opt up to three additional members who may, but need not be, Members and are first approved by the Committee (who may impose such conditions upon the approval as it sees fit), and may permit substitutes at its discretion. All members of the Executive Board shall be permitted to vote. A quorum for any meeting of the Executive Board shall be five members. The Executive Board may invite the Club's Head Coach, other members of the Club's executive staff and others with special expertise to attend its meetings, but such persons shall not be entitled to vote or to be counted in the calculation of any quorum.

## **12. Chief Executive and Finance Director**

The Committee shall appoint a Chief Executive (who shall be the Secretary of the Club and shall be responsible for its day to day running and for ensuring that the strategic plan and the policies and directives of the Executive Board are implemented) and a Finance Director.

## **13. General Meetings**

- 13.1 The Annual General Meeting of the Club shall be held not later than 31<sup>st</sup> May in every year.
- 13.2 The Committee may at any time call a Special General Meeting and shall at the written request of not less than 5 per cent of the Members of the Club specifying the matter to be considered at the meeting. A Special General Meeting shall be held not later than 56 days after receipt of such request.
- 13.3 The Chief Executive shall give not less than 14 days written notice of each General Meeting to the Members, which notice shall be served pursuant to Rule 8.13 and shall set out the date, time and place of the meeting and the matters to be considered. If the purpose of the meeting shall include any proposed changes to the Rules they shall be set out in detail.
- 13.4 No changes shall be made to the Rules unless at least two-thirds of the Members voting thereon vote in favour, such changes will not be valid until registered with the Financial Conduct Authority.



- 13.5 The Auditors and such members of the Club's staff as are determined by the Committee shall be entitled to attend General Meetings but they shall not be entitled to vote.
- 13.6 Approval shall be necessary by the Members in General Meeting (the notice of which shall have contained details of the proposed disposal) by a simple majority (whether by a show of hands or by a poll as determined by the Chairman of that meeting) of those voting to dispose of the whole or any significant part of any land owned by the Club. In this context disposal of land shall mean the transfer of the freehold or the creation of a lease of three years or more and significant shall mean significant either to the playing or practice of cricket or to the spectator or amenity facilities.
- 13.7 The Committee may decide in relation to any matter to be considered at a General Meeting that, instead of a vote being taken at the meeting, the matter shall be determined by a written ballot of the Members. The ballot shall be conducted in such manner as the Committee shall decide, provided that Members shall be given not less than 14 days written notice of the latest date for receipt by the Club of completed ballot papers, such date in the case of a Special General Meeting requested by Members in accordance with Rule 13.2 to be no later than the date of the meeting.
- 13.8 In the event of an equality of votes, whether on a show of hands or in a ballot, the Chairman of the meeting at which the vote is taken or, following a written ballot, reported shall have a second or casting vote.

#### **14. Accounts**

- 14.1 The Treasurer shall be responsible for ensuring that the Club keeps proper books of account and for presenting at every Annual General Meeting of the Club, or at any other time if required on reasonable notice to him or her by the Committee, an accurate report and statement concerning the financial position of the Club, including a statement of income and expenditure.
- 14.2 The Annual Accounts for each financial year shall be prepared, audited, signed, published and filed in accordance with the Act.
- 14.3 At each Annual General Meeting an auditor or auditors ("the Auditors") (not being a member or members of the Committee) shall be appointed to audit the accounts of the Club. A statement of the Club accounts for the year, duly audited and signed by the Treasurer, shall be submitted at the Annual General Meeting and a copy shall be made available to every Member with the notice of the meeting.
- 14.4 The provisions of the Act as to the appointment, removal, powers, rights, remuneration and duties of the Auditors shall be complied with. The Auditors shall be entitled to attend any General Meeting and to receive all notices of and other communications (other than voting forms) relating to any General Meeting which any Member is entitled to receive, and to speak at any General Meeting on any part of the business of the meeting which concerns them as Auditors.

## **15. Supply of Intoxicating Liquor**

- 15.1 The Club shall arrange for the supply of intoxicating liquor to Members, and to other persons on the Club's premises, in accordance with the licences held from time to time and shall secure the due observance of the provisions of the Licensing Act 2003 and such other legislation as shall be applicable from time to time. No intoxicating liquor shall be supplied to Members or any other persons on the Club's premises otherwise than by or on behalf of the Club or with the consent of the Club.
- 15.2 Persons to whom liquor may be supplied by the Club, in addition to Members, shall be (i) Members' guests, (ii) holders of Club Members' cards under Rule 8.7, (iii) Corporate Patrons' staff and guests (up to a maximum of four per Corporate Patron at any one time), (iv) persons attending the Club's Cricket School (over the age of 18 and being members of a cricket Club recognised by the ECCB), (v) members of Clubs whose teams are playing on the Club's ground, (vi) persons attending organised private parties in accordance with the conditions contained in the Club's licences and (vii) subject to the terms of such licences any other persons for the time being authorised by the Committee.

## **16. Notices**

Notices sent to Members or Associates at their addresses in the register of Members and Associates shall be deemed, if sent by post, to be received on the seventh day following their posting. Except where it is specifically provided in these Rules that notices shall be sent to Members (i.e. notices of General Meetings and papers for written ballots) notices may be given to Members by affixing copies for the appropriate period in a prominent position in a part of the Club's premises frequented by Members. Notice served by e-mail upon any Member or Associate who has provided the Club with his or her e-mail address will constitute good service.

## **17. General**

- 17.1 A copy of the Rules as from time to time in force shall be made available to every new Member and Associate and also to any other Member and Associate on request.
- 17.2 The Committee shall from time to time (subject to Rule 11.1) make standing orders relating to the conduct of business by the Committee, the Executive Board and any groups appointed by the Executive Board.

## **18. Personal Interests**

- 18.1 A member of the Committee, the Executive Board or of any group appointed by the Executive Board who is in any way, whether directly or indirectly and whether for himself or herself or through a person connected with him or her, interested in a contract, transaction or arrangement with the Club shall declare the nature of his or her interest which will be recorded in accordance with Section 182 of the Companies Act 2006 (or such other section as shall re-enact or replace such Section 182) as if such member were a director and the Club were a company for the purposes of that Act.

18.2 Such a member shall not vote, nor count in the quorum, at a meeting of the Committee, Executive Board, or group on any resolution concerning a matter in which or in connection with which he or she has, directly or indirectly, an interest or duty which in the opinion of the chairman of the meeting is material and conflicts or may conflict with the interests of the Club. If requested to do so by the chairman of the meeting, such member shall withdraw from the meeting while the matter in question is discussed and (if applicable) voted on. If the member in question is the chairman of the meeting, references in the previous sentence of this Rule to the chairman of the meeting shall be construed as being references to a majority of the other members present at the meeting at the relevant time.

**19. Seal**

The Club shall have its name engraved in legible characters on a seal (“the seal”) which shall be kept in the custody of the Chief Executive and shall be used only under the authority of the Committee or Executive Board which may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by any two of the following namely the Chief Executive, the Chairman, Deputy Chairman or Treasurer.

**20. Indemnity – Protection of former Officers, Committee members and Employees**

All former officers of the Club shall respectively be chargeable only with such monies as they respectively shall actually receive, and shall not be answerable for each other, nor for any banker, broker, or other person in whose hands any monies or securities shall be placed or business entrusted, nor otherwise for involuntary losses unless the same shall happen through their own wilful neglect and default. Each former officer and employee from time to time of the Club, and each person who was or is from time to time a member of the Committee, the Executive Board or any group appointed by the Executive Board shall (to the extent that such person is not entitled to recover under a policy of insurance) be entitled to be indemnified out of any and all funds available to the Club, which may be lawfully so applied, against all costs, liens, charges, expenses and liabilities whatsoever incurred by him or her in the execution and discharge of his or her duties in relation thereto, or incurred by him or her in good faith in the purported discharge of his or her duties in relation thereto, including any liabilities incurred by him or her in initiating, prosecuting or defending any proceedings, civil or criminal, which relate to anything done or omitted in good faith by him or her or alleged to have done or omitted by him or her as an officer, employee, or member of the Committee, the Executive Board or any group appointed by the Executive Board as the case may be whether before or after registration.

**21. Interpretation of Rules**

The Committee shall be the sole authority for the interpretation of the Rules and of any regulations and bye-laws made from time to time by the Committee; and the decision of the Committee upon any question of interpretation or upon any matter affecting the Club and not provided for by the Rules or by the regulations or bye-laws shall be final and binding on all Members.



## **22. Alteration to Rules**

Any of the Rules may be added to, repealed or amended by resolution at any duly convened General Meeting of the Members provided that no such resolution shall be deemed to have been passed unless it is carried by a majority of at least two-thirds of the Members voting thereon. No addition charge or amendment shall be valid until registered with the Financial Conduct Authority.

## **23. Dissolution and winding up of the Club**

23.1 The Club may be dissolved only in accordance with the Act.

23.2 The Club may be wound up either compulsorily by an order pursuant to the Insolvency Act 1986 or voluntarily by resolution of the Members (either as a members' voluntary winding up or creditors' voluntary winding up) pursuant to the Insolvency Act 1986 as if the Club were a company within the meaning of that Act.

23.3 In the event of dissolution or winding up, the property and assets of the Club, after discharge of all liabilities and expenses, shall be distributed for the benefit of cricket or any other national sport in the County of Essex (as defined in rule 3a) as the Committee shall think fit.

