

**KENT COUNTY CRICKET CLUB**  
Constitution and Rules

Adopted by resolution of the members dated: 25<sup>th</sup> April 2022

The St. Lawrence Ground  
St. Lawrence  
Old Dover Road  
Canterbury  
**Kent**  
CT1 3NZ

Registration No. IP28955R

**1. Interpretation**

1.1 In the Constitution and Rules (the "**Rules**"), unless the context otherwise requires:

"**Act**" has the meaning given in Rule 3;

"**AGM**" has the meaning given in Rule 15.1;

"**Board**" means the board of Directors of the Club established from time to time in accordance with Rule 11;

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"**CEO**" means the Chief Executive Officer of the Club;

"**Chair**" means the chair of the Board, appointed in accordance with Rule 11.11;

"**Club**" means has the meaning given in Rule 2;

"**Code of Conduct**" means the collection of rules and guidance relating to the conduct of the Directors;

"**County Cricket Championships**" means the domestic first-class cricket competition in England and Wales organised by the ECB;

"**County of Kent**" means the county of Kent, the unitary authority of Medway and the four metropolitan London boroughs of Bexley, Bromley, Greenwich and Lewisham;

"**Directors**" has the meaning given in Rule 11.2;

"**ECB**" means the England and Wales Cricket Board and any successor body (or bodies) from time to time assuming responsibility for the administration of cricket in England and Wales;

"**Elected Director**" has the meaning given in Rule 11.2(b);

"**Grounds**" means the St. Lawrence Ground and any such other venue used by the Club for playing cricket from time to time;

**"Honorary Member"** means those appointed as Members by the Board in accordance with 7.4(a) – (c);

**"Junior Associate"** means those persons admitted to membership of the Club in accordance with Rule 7.8, and **"Junior Associateship"** shall be construed accordingly;

**"Life Member"** means those appointed as Members by the Board in accordance with Rule 7.4(c);

**"Member"** means the Life Members, Ordinary Members and Honorary Members, and **"Membership"** shall be construed accordingly;

**"Nominations Committee"** means the sub-committee of the Board with responsibility for leading the process for appointments to the Board;

**"Objects"** has the meaning given in Rule 4;

**"Officers"** has the meaning given in Rule 10.1;

**"Ordinary Member"** means those appointed as Members in accordance with Rule 7.3;

**"Pavilions"** means the pavilions at any of the Grounds;

**"Proxy Notice"** has the meaning given in Rule 15.19;

**"Seal"** has the meaning given in Rule 21;

**"Shares"** have the meaning given in Rule 8.1;

**"Special General Meeting"** has the meaning given in Rule 15.12;

**"St. Lawrence Ground"** means The St. Lawrence Ground, St. Lawrence, Old Dover Road, Canterbury, Kent, CT1 3NZ;

**"Sub-Committees"** has the meaning given in Rule 13.1;

**"VAT"** means value added tax or any equivalent tax chargeable in the UK; and

**"Vice-Chair"** means the vice-chair of the Board, appointed in accordance with Rule 11.11.

- 1.2 Headings in these Rules are for convenience only and shall not affect the construction or interpretation of these Rules.
- 1.3 A reference in these Rules to a **Rule** is a reference to the relevant rule of these Rules unless expressly provided otherwise.
- 1.4 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative only and shall not limit the sense of the words preceding those terms.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

**2. Name**

The name of the society shall be "Kent County Cricket Club Limited" (the "**Club**")

**3. Registration**

The Club is a society registered under the Co-Operative and Community Benefit Societies Act 2014 (as amended or superseded from time to time) (the "**Act**"). These Rules shall have effect to the exclusion of all other rules. The Club shall not be de-registered except with the prior 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) or except as provided by law.

**4. Objects**

The objects of the Club (the "**Objects**") are:

- (a) the promotion and furtherance of the game of cricket at all levels both within and beyond the County of Kent;
- (b) the participation in the County Cricket Championships and such other competitions organised by the ECB and such other cricket fixtures and other activities as the Board may direct from time to time;
- (c) to take part in the activities of the ECB;
- (d) to do all such activities necessary or desirable in order to strengthen the bonds between the Club and local communities in Kent and the surrounding areas;
- (e) to support the development of recreational cricket across the County of Kent and beyond;
- (f) to provide a safe, diverse, welcoming and legally compliant environment for all participants within the Club at any level of participation;
- (g) to maintain and develop the facilities at the Grounds and/or such other location or locations as the Board may from time to time determine as either the headquarters of the Club and/or as a venue for playing cricket and so as to provide the best possible facilities for Members and those visiting the Ground(s);
- (h) to carry on any other general commercial business activities as may be determined by the Board from time to time provided that such activities are deemed by the Board to be in the best interests of the Club and the Members; and
- (i) to apply the profits of the Club in furthering the objects of the Club listed in Rule 4(a) – (h).

**5. 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 detailed at Rule 4 including, but not limited to:



- (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 Board 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 or otherwise dealing with real and personal property of any kind) as shall be considered by the Board 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 Board thinks fit. Any sum or sums raised or borrowed may be secured by way of legal 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 Board 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 Board 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 the Club 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 reasonable opinion of the Board 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 or other activity;
- (i) to engage such officials and employees upon such terms and at such remuneration as the Board may deem appropriate, and to dismiss or retire any of them as may be deemed necessary by the Board;
- (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 Board shall think fit including the giving of guarantees and indemnities in respect of direct debits and other money transmission or collection systems; and
- (l) enter into all deeds and documents of novation or otherwise, consequent upon or by reference to the incorporation of the Club in respect of any matter which the Board shall consider necessary or desirable.

## **6. Registered Office**

The registered office of the Club shall be at the St. Lawrence Ground, Old Dover Road, Canterbury, Kent, CT1 3NZ or at such other location as the Board may from time to time decide.

## **7. Membership and Junior Associateship**

### **7.1 Categories of Membership shall include:**

- (a) Life Members;
- (b) Ordinary Members; and
- (c) Honorary Members.

### **7.2 A copy of these Rules shall be published on the Club's website and each Member and Junior Associate shall, upon election or acceptance, be deemed to have received notice of these Rules.**

### **7.3 Applications for Ordinary Membership, Life Membership or Junior Associateship shall be determined by the Board or any Sub-Committee appointed by the Board for that purpose. An unsuccessful applicant shall not be entitled to feedback of any kind in relation to their application and any subscription monies paid to the Club in advance by an unsuccessful applicant shall be refunded.**

### **7.4 The Board shall have the power to elect:**

- (a) as Honorary Members, any former player of the Club who has received their Kent County Cap and has ceased to be employed or engaged by the Club in any role;
- (b) as Honorary Members, any retired or former employee of the Club whom the Board considers in its sole discretion to be deserving of special recognition; and
- (c) as Honorary Members or Life Members, any persons who are deemed by the Board in its sole discretion to have rendered special services to the Club or to the furtherance of the game of cricket in Kent or elsewhere.

### **7.5 Honorary Members shall be elected for one year from the date of election, renewable annually at the discretion of the Board and shall be entitled to the privileges set out in Rule 16.**



- 7.6 The Board shall have the power to elect as Vice-President any Member who, in its reasonable opinion, has given distinguished service to the Club. Such Vice-Presidents, if not Directors, shall have all general privileges and status afforded to Directors, save that they shall not be entitled to receive notice of, attend, or vote at Board meetings. The maximum number of Vice-Presidents at any one time shall not exceed 20.
- 7.7 No person shall be admitted as a Member unless he or she has reached the minimum age of 18 years. A purported admission as a Member of a person who has not attained the age of 18 years shall be automatically void.
- 7.8 Any person under the age of 18 years who wishes to enjoy the privileges of Membership (save for the entitlement to hold a Share) may be instead admitted as a Junior Associate. A Junior Associate shall not be entitled to vote at any general meeting of the Club.
- 7.9 Membership or Junior Associateship shall be terminable by any Member or Junior Associate by giving written notice to the CEO. A Member or Junior Associate so resigning shall cease to have any rights or privileges conferred by their Membership or Junior Associateship (as applicable) from the expiry of that notice and shall not be entitled to any refund in full or part of subscription or Share.
- 8. Share Capital**
- 8.1 The share capital of the Club shall consist of shares of the value of £0.05 each (the "Shares").
- 8.2 Every Member shall hold one Share in the capital of the Club. No person who is not a Member shall be issued with a Share.
- 8.3 Any person admitted to Membership shall be allotted one Share on admission and £0.05 of the first subscription paid by such Member shall be applied in paying up the same in full.
- 8.4 In the case of a Share allotted to a Life Member or an Honorary Member who is not a Member under any other category, such Share shall be credited as fully paid by way of a capitalisation of any profits of the reserve of the Club and the Board shall have power to take all steps necessary to give effect to this Rule.
- 8.5 No Share shall be withdrawable or transferable by any Member and no interest, dividend or bonus shall be payable on any Share, nor may it be held on trust for any other person save for on the death of a Life Member who became a Life Member before 1 October 2011, in which case that Life Member's share shall pass to any surviving spouse for his or her lifetime, provided that such surviving spouse is that Life Member's spouse at the date of death. Any Member transferring or attempting to transfer a Share or any interest therein or any rights associated therewith shall, if the Board determines in its absolute discretion, be deemed to have resigned from Membership as from the date of such transfer or attempted transfer.
- 8.6 Upon a claim being made by the personal representative of a deceased Member or the trustee in bankruptcy of a bankrupt Member to any property in the Club belonging to the deceased or bankrupt Member the Club shall transfer or pay such property to which the personal representative or trustee in bankruptcy has become entitled as the personal representative or trustee in bankruptcy may direct them.

8.7 A Member may in accordance with the Act, nominate any person or persons to whom (subject to the provisions of the Act as to amount and the persons to whom a valid nomination may be made) any of his property in the Club, at the time of his death, shall be transferred. On receiving satisfactory proof of death of a Member who has made such nomination the Club shall if and to the extent that the nomination is valid under the said Act either transfer or pay in accordance with the Act the full value of the property comprised in the nomination to the person entitled thereunder.

8.8 A Share held by a Member shall be automatically forfeited to the Club and cancelled without any payment to the Member when that Member for whatever reason ceases to be a Member and any amount then due to the Member in respect of such Share shall thereupon become the property of the Club.

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

## **9. Management**

9.1 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.

9.2 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 Board.

## **10. Officers**

10.1 The officers of the Club shall consist of:

(a) a President;

(b) a Deputy President;

and

(c) the Directors,

(together, the "**Officers**").

10.2 The President and the Deputy President shall each be appointed annually by the Board and shall be introduced to the Members at each AGM. The President and Deputy President shall hold office from 1 January in the following year until 31 December of that same year, at which time the Deputy President shall (subject any Board decision to the contrary) automatically assume the role of President. There is no limit to the number of terms for which a person may be elected as President or Deputy President.

10.3 The President may ex officio attend and speak at all meetings of the Board and the Sub-Committees, however shall not be entitled to vote at any such meetings.

10.4 If for any reason the position of President (or Deputy President) becomes vacant it shall be deemed a casual vacancy which may be filled by decision of the Board and the person so appointed shall hold office until the termination of the subsequent AGM.



## **11. Board – Constitution**

- 11.1 Unless otherwise determined by a resolution of the Members, the number of Directors shall not be less than 6 and shall not exceed 12.
- 11.2 The Board shall consist of:
- (a) the CEO; and
  - (b) not more than eleven other persons (the "**Elected Directors**"),  
(together, the "**Directors**").
- 11.3 Candidates for the positions of Elected Directors are to be objectively selected by the Nominations Committee.
- 11.4 Candidates for the position of Elected Directors shall:
- (a) be at least 21 years of age; and
  - (b) provide the Club with a declaration of good character in a form approved by the Board.
- 11.5 If an Elected Director is not a Member prior to the date of their election, he or she shall ensure that they become a Member and shall hold Membership for at least the entirety of their term of office as a Director.
- 11.6 Each Elected Director may be allocated a specific responsibility having regard to their known skillset provided that there shall at all times be:
- (a) one Elected Director with responsibility for matters relating to diversity and inclusion within the Club;
  - (b) one Elected Director with responsibility for safeguarding and well-being, who shall be appointed as the Club's Safeguarding Lead by the Board and shall be responsible for reporting to the Board on a regular basis regarding all relevant matters that may arise; and
  - (c) one Elected Director with responsibility for recreational and community cricket across the whole of the County of Kent.
- 11.7 Each term served by an Elected Director shall be of a maximum of three years. At the end of each term the Elected Directors shall retire by rotation in order of seniority. Such retired Elected Directors shall be eligible for re-election in accordance with Rule 11.8.
- 11.8 The Nominations Committee shall recommend to the Members those prospective Elected Directors to be considered for appointment to the Board at each AGM, including those current Elected Directors eligible for re-appointment to the Board for a successive term. The nominees shall be appointed as Elected Directors by a vote of the Members at each AGM.
- 11.9 A Member may put forward candidates (including themselves) to the Nominations Committee to be recommended for appointment to the Board; however any such



nominee shall be subject to the same assessment and appointment process outlined in this Rule 11.

- 11.10 Following each AGM, the Board shall appoint one of their number to act as Senior Independent Director.
- 11.11 The Chair and Vice-Chair of the Board shall each be elected annually by the Board following each AGM and, subject in the case of the Chair to Rule 11.13(b), may serve in the roles as Chair and Vice-Chair for a maximum term of nine years. The Chair shall chair all meetings of the Board or, if the Chair is absent, the Vice-Chair shall act as chair. If neither the Chair nor the Vice-Chair is present at the meeting of the Board within 15 minutes of the time appointed for the meeting, a Director elected by a majority of the Directors present shall chair the meeting.
- 11.12 Subject to Rule 11.13, no Director (other than the CEO and if a Director, the Director of Cricket) may serve on the Board for more than three consecutive terms. For the purposes of calculating time served in accordance with this Rule 11.12, time served as a member of any Sub-Committee shall not be taken into account. Once a Director has served three consecutive terms, a minimum period of three years must elapse before he or she is eligible for reappointment to the Board.
- 11.13 The Nominations Committee may recommend:
  - (a) that an Elected Director who is at the end of their third term be re-appointed for an additional term of one year in exceptional circumstances where such re-appointment would be in the best interests of the Club; and
  - (b) that an Elected Director who is at the end of their third term holding the position of Chair be re-appointed to the Board and to the position of Chair for a further term of up to three years in the interests of continuity.
- 11.14 Any casual vacancy occurring on the Board may be filled by the Board appointing any person nominated by the Nominations Committee and satisfying the criteria prescribed in Rule 11.4 until the next AGM at which time a new Elected Director may be formally appointed in accordance with Rule 11.8, save for where the vacancy occurs in respect of an Elected Director who is in the last year of their term, in which case said vacancy shall not constitute a casual vacancy and instead shall be filled at the next AGM.

## **12. Board – Powers, Duties and Decision-Making**

- 12.1 Save where expressly provided to the contrary, any decision of the Board must be taken by simple majority vote.
- 12.2 Where decisions of the Board are taken by electronic means, such decisions shall be recorded by the Board in permanent form, so that they may be read with the naked eye.
- 12.3 The Board shall have control of the management of the affairs and funds and assets of the Club, save that approval shall be necessary of the Members in general meeting (the notice of which shall contain details of the proposed disposal) by a simple majority of those voting (such vote to take place in the manner set out in Rule 15.8) to dispose of the whole or any significant part of any land owned by the Club. In this context disposal of land owned by the Club shall mean the transfer of the freehold or the creation of a lease of five years or more and significant shall mean significant either to the playing or practice of cricket or to the spectator or amenity facilities.

- 12.4 The Board shall be empowered to make or alter by-laws and regulations consistent with these Rules as it may from time to time deem expedient.
- 12.5 All Directors, whether elected or co-opted, shall agree to and sign the Code of Conduct upon their appointment and shall on an annual basis sign a copy of the Club's conflict of interest form for Directors.
- 12.6 The Board shall have the power to remove any Elected Director from their office as such in the event that the Elected Director commits a breach of the Code of Conduct which the Board deems sufficiently serious to warrant such action. In the event that further investigation is required to determine either the occurrence or severity of any breach (actual or alleged), the Elected Director may be temporarily suspended from their office as such for a period not exceeding 3 months pending further investigation. Whilst suspended in accordance with this Rule 12.6, an Elected Director shall not be entitled to receive information communicated to the Board, nor to receive notice of, attend nor vote at any meetings of the Board.
- 12.7 The Board shall have the power in exceptional circumstances, on an ad hoc basis, to co-opt a person to the Board to assist with a particular task and for a limited period of time (such period to be specified upon appointment), provided that at all times the number of Directors (including co-opted Directors) shall not exceed 12. Any person co-opted to the Board in accordance with this Rule 12.7 shall not be counted as part of a quorum and shall not be entitled to vote at a meeting of the Board.
- 12.8 The Board shall be responsible for the supervision of the Sub-Committees and shall have the power to appoint such other Sub-Committees as it may deem necessary or desirable, and may delegate any or all of its powers thereto subject to the supervision of the Board.
- 12.9 Voting at meetings of the Board shall be by show of hands or otherwise as the Chair or other Director presiding at the meeting may direct. Every voting Director present shall have one vote and in the event of an equality of votes the Chair or other Director presiding at the meeting shall have a casting vote.
- 12.10 The quorum for a meeting of the Board shall be five Directors. No business may be transacted at a meeting of the Board unless a quorum is present (which shall include Directors counted under Rule 12.12).
- 12.11 The Chair or any two Directors may call a meeting of the Board by giving seven days' (or less in the case of an emergency as so determined by the persons calling the meeting) notice of the meeting to the Directors. Notice of any meeting must indicate:
- (a) the proposed time and date;
  - (b) the proposed venue; and
  - (c) where such meeting is called by giving less than seven days' notice in accordance with this Rule 12.11, the reason for such urgency.



- 12.12 Attendance at meetings of the Board may be in person, by telephone, video link or such other means of communication as the Board shall agree. Any eligible Director present via any agreed means of communication (including by proxy) shall be counted as part of a quorum.
- 12.13 A Director unable to attend any meeting of the Board may appoint another Director as his or her proxy with authority to vote on his or her behalf. Notice of appointment of proxy must be given in writing to the Chair before the start of the meeting.
- 12.14 The Board shall be responsible for the strategy of the Club and for the development of the Club's business plan. The Board may accordingly, under a scheme of delegation relating to commercial decision-making, delegate any power or authority (subject to delegated authority limits set down by the Board from time to time) to the CEO (or any other persons appointed by the CEO from time to time) under the ultimate supervision of the Board for the purposes of delivering the aims and objectives contained within the Club's business plan and strategy.
- 12.15 The Board shall have the power to invite any person, whether or not they are a Member, but having particular skills or experience deemed necessary or desirable by the Board, to attend a meeting of the Board as an observer, provided that such person shall not be entitled to vote on matters considered at any such meeting.
- 12.16 The Board shall set a scheme of delegation relating to the responsibilities and powers of each Sub-Committees established by the Board from time to time, subject to prescribed authority limits and overall supervision by the Board.
- 12.17 All Directors shall be entitled to the reimbursement by the Club of all reasonable expenses wholly, properly and necessarily incurred in the course of the carrying out of their duties as Directors, subject to the production of VAT receipts or other appropriate evidence of payment.
- 12.18 The Board shall have the power to authorise from time to time the payment of an appropriate sum (such sum to be proposed to the Board by the Remuneration Committee and approved by the Board) by way of remuneration to each of the Directors in recognition of their efforts on behalf of the Club.
- 12.19 The performance and conduct of each of the Elected Directors shall be reviewed by the Nominations Committee no less frequently than annually and each Elected Director shall be subject to an annual appraisal meeting with the Nominations Committee to discuss the contents of such review. The CEO shall be appraised annually by the Chair, who shall report to the Board on the result of that appraisal and on any related issues raised and objectives agreed.
- 12.20 The Board shall be responsible for the production of a full set of policies, including (but not limited to) a health and safety policy, an anti-doping policy, a data protection policy and a safeguarding policy, which shall appear on the Club's website and shall be subject to regular review by the Board. The Board shall also produce and maintain a risk register which shall also be subject to regular review.



### **13. Sub-Committees**

- 13.1 The Board shall establish the following sub-committees of the Board, which shall be subject to the supervision of the Board:
- (a) Nominations Committee;
  - (b) Audit and Risk Committee;
  - (c) Remuneration Committee;
  - (d) Safeguarding and Wellbeing Committee;
  - (e) Elite Cricket Strategy Committee;
  - (f) Community Cricket Strategy Committee; and
  - (g) any other sub-committees as the Board may from time to time establish, (together, the "**Sub-Committees**").
- 13.2 Each Sub-Committee member shall be appointed by the Board and each Sub-Committee must contain not less than one Director.
- 13.3 The Board shall have the power to appoint and remove the chair of each Sub-Committee, save for the Nominations Committee, which shall at all times be chaired by the Chair.
- 13.4 The chair of a Sub-Committee may, by invitation of the Board, attend a meeting of the Board where business relevant to that Sub-Committee is being conducted. Any chair of a Sub-Committee attending a Board meeting shall not be entitled to vote at that meeting.
- 13.5 The Board shall approve terms of reference for each Sub-Committee which shall identify its responsibilities, term limits and any powers delegated by the Board.

### **14. Personal Interests**

- 14.1 A Director or member of any Sub-Committee 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 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.
- 14.2 Such a member shall not vote, nor be counted in determining if a quorum is present, at a meeting of the Board or Sub-Committee 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 chair of the meeting is material and conflicts or may conflict with the interests of the Club. If requested to do so by the chair 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 chair of the meeting, references in the previous sentence of this Rule to the chair of the meeting shall be

construed as being references to a majority of the other members present at the meeting at the relevant time.

## **15. General Meetings**

15.1 The annual general meeting of Members of the Club (the "AGM") shall be held every year in the month of March or April or, if not practicable, within six months thereafter at such time and place as the Board may consider to be most convenient to the Members as a whole.

15.2 The notice convening an AGM shall be accompanied by a copy of:

- (a) the audited accounts of the Club;
- (b) a report by the Board, including the names of each of the Officers, Directors and the members of any Sub-Committees for the past year; and
- (c) the agenda for the AGM, including the names and particulars of all persons validly nominated to serve on the Board for the forthcoming year in accordance with Rule 11.8,

which shall be presented to the Members at the AGM.

15.3 Any Member wishing to move any valid resolution at any general meeting of the Club must give notice thereof in writing to the CEO not later than 30 days prior to the proposed date of the general meeting and details of the resolution shall be included in the agenda accompanying the notice convening the general meeting. The chair of the meeting shall have an unfettered discretion whether or not to permit any Member to move at the meeting an amendment to any resolution and the ruling of the chair shall be final.

15.4 At all general meetings of the Club, the Chair (or in his absence, the Vice-Chair) shall take the chair. If neither the Chair nor the Vice-Chair is present at the general meeting within 15 minutes of the time appointed for the meeting, another Director present shall chair the meeting.

15.5 Every Member, paid up in accordance with Rule 16.7 (where the category of Membership requires) shall be entitled to receive notice of, to attend and to one vote upon every motion or amendment (whether on a show of hands or on a poll) at every general meeting of the Club.

15.6 In the case of an equality of votes at any general meeting, the chair of the meeting shall have a second or casting vote.

15.7 Notice of any general meeting of the Club may be given by post, email or such other means as deemed acceptable from time to time by the Board.

15.8 At all general meetings, a resolution put to the vote shall be decided either on a show of hands or by such other method as the Board may from time to time direct unless a poll is (before or on the declaration of the result of the show of hands or such other vote) demanded:

- (a) by the chair of the meeting; or

- (b) by at least five Members present in person or by proxy.
- 15.9 A demand for a poll may be withdrawn if:
  - (a) the poll has not yet been taken; and
  - (b) the chair of the meeting consents to that withdrawal.
- 15.10 Any objection to the qualification of any voter must be raised at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any such objection must be referred to the chair of the meeting whose decision is final.
- 15.11 A poll duly demanded shall be conducted in such manner as the chair of the meeting directs.
- 15.12 Any general meeting of the Members other than an AGM (a **"Special General Meeting"**), may be called by:
  - (a) the Board at any time and for any purpose; or
  - (b) written requisition of not less than 100 Members validly served on the CEO, stating the purpose for which the proposed Special General Meeting is to be called.
- 15.13 No business shall be transacted at any Special General Meeting called in accordance with Rule 15.12(b) save for that business stated in the written requisition, and any matters which in the opinion of the chair of that meeting (whose opinion shall be final), arise out of such business.
- 15.14 Not less than 21 days' notice shall be given of any general meeting of the Club.
- 15.15 All general meetings shall be held at the registered office of the Club or at such other place as the Board may from time to time decide.
- 15.16 No business shall be transacted at any general meeting of the Club unless a quorum is present. The quorum for a general meeting of the Club shall be 75 Members.
- 15.17 Attendance at general meetings shall be in person, save in circumstances deemed exceptional in the reasonable opinion of the Board in which case Members may attend by telephone, video link or such other means of communication as the Board shall agree. Any Member present via any agreed means of communication (including by proxy) shall be counted as part of a quorum for the purposes of Rule 15.16.
- 15.18 A Member shall be entitled to appoint another Member as proxy to exercise all or any of that Member's rights to attend and to speak and vote at a general meeting of the Club.
- 15.19 Proxies may only be validly 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 Member appointed as 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 appointing Member, or is otherwise authenticated in such manner as the Board may determine;
  - (d) is delivered to the Board not less than 48 hours before the time appointed for the general meeting at which the right to vote is to be exercised; and
  - (e) is in such form as is acceptable to the Board.
- 15.20 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 resolution, and unless indicated otherwise, a Proxy Notice shall be treated as allowing the person appointed under it discretion as to how to vote on any resolutions put to the general meeting.
- 15.21 A Member entitled to attend, speak or vote at a general meeting remains so entitled even though a valid Proxy Notice has been served in respect of a particular general meeting. When a Member, who has appointed a valid proxy, attends a general meeting themselves, only they may exercise their right to vote on any show of hands or poll and any vote cast on their behalf by their proxy so appointed shall be void.
- 15.22 A Proxy Notice completed by a Member who has subsequently died prior to the general meeting in question shall be invalid only if notification to that effect has been received by the CEO not less than 48 hours before the time appointed for holding the general meeting.

## **16. Member and Junior Associate Privileges**

- 16.1 Life Members shall be entitled to admission to any Ground, Pavilion or other enclosure for themselves and one guest, whether or not in the company of that Life Member, in addition to admission to the Ground for one car provided only that there is sufficient space for it and conditions allow. Upon the death of any Life Member, all privileges of Membership from which that Life Member benefitted shall pass to any surviving spouse for his or her lifetime, provided that:
- (a) the said Life Membership was obtained prior to 1 October 2011; and
  - (b) the surviving spouse was the spouse of the deceased Life Member at the date of death.
- 16.2 The Board shall have the power to:
- (a) confer upon categories of Membership such privileges as it may from time to time decide;
  - (b) vary the privileges attaching to Ordinary Membership; or
  - (c) abolish any category of Membership,

provided that any such addition, variation or abolition shall be effective only if notified to the Members not later than 14 days before 1 January in the year in which the

proposed addition, variation or abolition is due to take effect, and that it shall not affect the entitlement of each Member to one share and one vote.

- 16.3 Subject to any limitations within the Member's category of Membership, any health and safety requirements and any government regulations in place from time to time, each Member and Junior Associate may be entitled to admission to any ground, including pavilion or enclosure (as applicable), for matches in which any of the Club's teams are playing.
- 16.4 The Board shall have the power to impose any limitation as it considers, at its sole discretion, to be appropriate, on the privileges enjoyed by Junior Associates. Junior Associates shall not be entitled to attend or vote at any meetings nor shall they be allowed to occupy seats on the ground floor of the Pavilion at the St. Lawrence Ground.
- 16.5 Save in respect of voting rights, the Board shall have discretionary power to extend or suspend all or any of the privileges of any category of Membership and Junior Associateship for a period not exceeding one month.
- 16.6 Rates of subscriptions and other matters relating to subscriptions attaching to each category of Membership and Junior Associateship shall be determined annually by the Board. A list of such subscriptions and the privileges of each category of Membership and Junior Associateship shall be circulated annually to Members and Junior Associates not less than 14 days before the subscription renewal date of 1<sup>st</sup> January and shall be posted in the Pavilion at the St. Lawrence Ground, and shall be published on the Club's website for inspection.
- 16.7 No person with the exception of Honorary Members or Life Members shall be admitted to any of the privileges detailed in this Rule 16 or be entitled to vote at any general meeting until he or she shall have paid the current subscription or have entered into and complied with a direct debit arrangement to pay the current subscription.
- 16.8 The privileges set out in this Rule 16 are subject to certain modifications to comply with any conditions agreed with touring teams and with the sponsors of the various competitions. These modifications will be incorporated in Members' and Junior Associates' passes.

#### **17. Termination of Membership or Junior Associateship**

- 17.1 If in the reasonable opinion of the Board the conduct of a Member or Junior Associate shall render him or her unfit for Membership or Junior Associateship, the Board shall have power:
  - (a) to request the resignation of that Member or Junior Associate; or
  - (b) if he or she fail to resign upon request by the Board, subject to Rule 17.2, to terminate the Membership or Junior Associateship of that Member.
- 17.2 Before any Member or Junior Associate has their Membership or Junior Associateship (as the case may be) terminated in accordance with Rule 17.1(b), the CEO shall provide that Member or Junior Associate with not less than seven days' notice to attend a meeting of the Board, such notice containing particulars of any complaint(s) made against him or her. No Member or Junior Associate shall have their Membership or Junior Associateship (as the case may be) terminated without first having an opportunity of so appearing before the Board and answering any complaint(s) made against him or her, nor unless at least two-thirds of the Board then present vote in



favour of the termination of such Membership or Junior Associateship (as the case may be).

- 17.3 Upon the termination of Membership under this Rule 17, a subscription paid for the current year may be returned to a Member or Junior Associate wholly or in part at the discretion of the Board and he or she shall have no claim on the Club, or its property or funds.

## **18. Passes**

- 18.1 Members' and Junior Associates' passes are not transferable with the exception of Life Members' guests' passes issued under Rule 16.1. Passes must be produced to the CEO or to any member of staff on demand and Members or guests or Junior Associates failing to produce their passes at the gate shall be liable to pay for admission to the relevant Ground.

- 18.2 Complimentary passes may be issued free of charge, on such basis as the Board may determine. Such passes may admit holders to all home Grounds and to the Pavilions or enclosure but shall not confer any other privileges nor the right to attend or vote at any meetings of the Club.

## **19. Audit of Accounts**

- 19.1 The Club's Finance Director shall be responsible for ensuring that the Club keeps proper books of account and for presenting at every AGM, or at such other times as may be required on reasonable notice by the Board, an accurate report and statement concerning the financial position of the Club.

- 19.2 The accounts for each financial year shall be prepared, signed, audited, published, submitted and filed in accordance with the Act. The accounts, prepared under the direction of and approved by the Board, signed by the CEO and by two Directors acting on behalf of the Board and bearing the report of the auditors, shall be submitted at the AGM.

- 19.3 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. The remuneration of the auditors shall not exceed any limit imposed by the Registrar pursuant to the Act.

## **20. Notices**

- 20.1 Every Member and Junior Associate shall keep the CEO informed of his or her private postal address or some other address to which communications may be addressed.

- 20.2 Subject to Rule 20.4, any notice or communication served upon any Member or Junior Associate under or in connection with these Rules shall be delivered by hand, by pre-paid first class post or other next working day delivery service, or by pre-paid second class post to that Member or Junior Associate's address as provided in accordance with Rule 20.1.

- 20.3 Any notice or communication served in accordance with Rule 20.2 shall be deemed to have been received:



- (a) if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting;
  - (b) if sent by pre-paid second-class post, at 9.00am on the fourth Business Day after posting; or
  - (c) if delivered by hand, at the time the notice or communication is left at the proper address.
- 20.4 Save where expressly stated to the contrary, any notice served by email upon any Member or Junior Associate who has provided the Club with his or her email address (in addition to his or her postal address in accordance with Rule 20.1) for the purpose of receiving communications from the Club shall constitute good service.
- 20.5 All notices served upon any Member or Junior Associate by email shall be deemed to have been received at the time of transmission, or, if this falls outside of ordinary working hours in the place of receipt, when ordinary working hours resume. For the purposes of this Rule 20.5, "**ordinary working hours**" means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 20.6 Subject to Rule 15.14, the accidental omission to give notice of any meeting to or the non-receipt of such notice by any Member shall not invalidate the proceedings at that meeting.
- 20.7 In the event of industrial action or the occurrence of other circumstances beyond the control of the Club or upon the calling of a Special General Meeting under Rule 15.12 an advertisement of a general meeting in not less than two Kentish newspapers and any one national newspaper, published not less than 21 days before the date of the meeting, shall constitute sufficient notice. Such advertisement shall specify the time, date, place and purpose of the meeting and any documents which would otherwise have been circulated to Members with the notice of such meeting shall be laid before Members at that meeting.

## 21. 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 CEO and shall be used only under the authority of the 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 Officers of the Club.

## 22. Indemnity and Insurance

The Board shall have the power to take out and maintain a directors' and officers' liability insurance policy on behalf of the Officers, the Sub-Committee members, and such other senior members of staff as the CEO shall from time to time decide (together, the "**Insured Officials**") to provide coverage whilst they are Insured Officials and for a limited period (as may be determined by the Board in its absolute discretion) after that Insured Official ceases to hold their position as such, with respect to any losses, claims, damages, liabilities, costs and expenses incurred in connection with any actual or threatened claim or proceeding that is based on, or arises out of, their status as an Insured Official.

**23. Interpretation of Constitution and Rules**

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

**24. Alteration to Constitution and Rules**

The Rules may be added to, repealed or amended only by the 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 75% of the Members present and voting thereon.

**25. Dissolution**

- 25.1 The Club may be dissolved only in accordance with the Act.
- 25.2 In the event of dissolution or winding up, the property and assets of the Club, after the discharge of all liabilities and expenses, shall be distributed for the benefit of cricket or any other national sport in the County of Kent as the Board shall think fit.

Signatures of three members: .....

*Not faith.*

R. DUSLER

*[Signature]*

D. TAYLOR

*[Signature]*

S. PHILIP.

**AND**

Signature of the Secretary: .....

*[Signature]*

SAB STOREY