

**COMPANIES ACT 2014**

**COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL**

**CONSTITUTION**

of

**THE IRISH CRICKET UNION COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM OF ASSOCIATION**

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1. The name of the Company is **The Irish Cricket Union Company Limited by Guarantee.**
  2. The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.
  3. The main object for which the Company is established is to be the national governing body for cricket in Ireland, and to have the ultimate responsibility for the national and international aspects of the promotion and governance of cricket in Ireland.
  4. The subsidiary objects of the Company which must be exercised in furtherance of the main objects of the Company are the following:
    - (i) To be the national governing body for cricket in Ireland, recognised by the International Cricket Council, the Irish Sports Council, and the Sports Council for Northern Ireland as having ultimate responsibility for the national and international aspects of cricket in Ireland.
    - (ii) To develop and implement plans, policies, and strategies for the development and promotion of cricket in Ireland at all levels.
    - (iii) To develop and produce developmental, technical, educational and promotional publications, resources and programmes for players, coaches and officials.
    - (iv) To enable Irish teams to compete in international cricket to the highest level and to develop the performance of players and officials to the highest level.

- (v) To ensure that cricket complies with all relevant statutory requirements.
- (vi) To provide national leadership to the cricket community and co-ordinate the activities of the Provincial Unions
- (vii) To obtain adequate and secure financial resources for cricket in Ireland.
- (viii) To seek grants, sponsorship, broadcasting and other sources of revenue.
- (ix) To develop and implement high performance programmes for players and sports science and sports medicine programmes.
- (x) To organise matches and tournaments in Ireland and elsewhere, including the development and management of programmes of international matches for teams representing Ireland, the organisation of international matches and tournaments in Ireland, and the organisation of interprovincial and all-Ireland club competitions.
- (xi) To authorise, at its discretion, members of teams and individuals who have been selected or approved to compete in international events.
- (xii) To authorise foreign players to take part in national events.
- (xiii) To liaise with other national governing bodies in respect of the organisation and playing of matches.
- (xiv) To approve the dates of international events in Ireland.
- (xv) To send or approve invitations to other national governing bodies, teams, counties, and provinces to take part in cricket matches and championships in Ireland.
- (xvi) To represent Ireland through membership of the International Cricket Council and other international cricketing bodies, and to discharge all the duties and responsibilities of membership of such bodies.
- (xvii) To develop partnerships with cricket bodies and national governing bodies of cricket in other countries.
- (xviii) To work with provincial unions and other stakeholders on the management and promotion of cricket.
- (xix) To develop and prescribe rules, regulations and procedures for the management of the national and international aspects of Irish cricket and for the conduct of cricket competitions, having due regard where appropriate to the rules, regulations and procedures of the International Cricket Council, and to require them to be complied with, as appropriate, by players, coaches, officials and provincial unions.

- (xx) To participate and co-operate with the Irish Sports Council, the Sports Council for Northern Ireland, and other public bodies in respect of grant monies and any other programmes which they might initiate or participate in.
- (xxi) To implement and manage national databases and systems of players, officials, coaches and managers.
- (xxii) To assume the funds, assets, rights, debts and liabilities of the unincorporated association called the "Irish Cricket Union".

5. The following shall be the powers of the Company:

- (a) To purchase, take on lease or in exchange, hire or by any other means, acquire and protect, any freehold, leasehold, or other property, lands or buildings, or any estate or interest, and any real or personal property or rights whatsoever which may be considered necessary, advantageous or useful to the Company.
- (b) To construct, build, erect, alter, enlarge, demolish, lay down, maintain, any buildings, roads, bridges, walls, fences, banks and waterways and to carry out preliminary and associated works or contract, sub contract, and join with others to carry out or complete any of the aforesaid and to work, manage and control the same or join with any person, firm or company in doing so.
- (c) To employ such officials, staff or employees as are deemed advantageous or necessary to the Company from time to time provided such officials, staff or employees are not also Directors of the company.
- (d) To provide or contribute towards the salaries, wages, or other remuneration properly arising from the employment of any person for the purposes of the Company.
- (e) To borrow, raise or secure the payment of money in such manner as the Company shall think fit and in particular to issue debentures, debenture stock, perpetual or otherwise, bonds, obligations and securities of all kinds and to secure the repayment of any money borrowed, raised, or owing by mortgage, charge, or lien upon the whole or any part of the Company's property or assets, whether present or future, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake. Provided that no mortgagee or other person or company that advance money to the Company shall be concerned to enquire into the necessity or propriety of raising money or as to the amount required or the application thereof.
- (f) To invest any moneys requiring investment in any manner which may be thought fit, whether Trustee investments or otherwise or in the purchase of freehold or leasehold properties with power from time to time to vary such investments.
- (g) To guarantee, support or secure, whether by mortgaging or charging all or any part of the undertaking, property and assets both present and future of the

Company or both the performance and discharge of any contract, obligation or liability of a Company or of any person or corporation with whom or which the Company has dealings or having a business or undertaking in which the Company is concerned or interested whether directly or indirectly and in particular to give security for any debts, obligations or liabilities of any Company.

- (h) To pay or remunerate any person, firm or Company (other than a director of the Company) for rendering services for and on behalf of this Company and to pay any costs, charges or expenses incurred or sustained by or in connection with the formation and incorporation of this Company.
- (i) To draw, make, accept, endorse, discount, negotiate and issue promissory notes, bills of exchange, warrants, Bills of Lading and other negotiable or transferable instruments.
- (j) To develop, improve, manage, cultivate, exchange, let on lease or otherwise mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (k) To lend and advance money or give credit, solely in furtherance of the promotion of cricket and on such terms as may seem expedient, to any provincial union affiliated to the company or to any club affiliated to any such union.
- (l) To effect insurances and to take such other measures as may be considered necessary or expedient for the purposes of safeguarding and securing the Company and its Directors, Members, Employees and people using its premises and any property of which the Company may be a Trustee, Manager, Agent or Custodian, against liability, loss and damage of every description.
- (m) To enter into and carry into effect any arrangement with any person, firm, company or Government or Government Body or authority that may seem conducive to the Company's objects and to apply for, promote, and obtain from any person, firm, company or Government or Government body or authority any contracts, concessions, privileges, charters, decrees and rights which the Company may think is desirable and to carry out and exercise and comply with same.
- (n) To act as agents, brokers and as trustees for any person, firm or company and to establish agencies and branches and appoint agents and others to assist in the conduct or extension of the Company's business.
- (o) To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by an occupational pension scheme and provided that such occupational pension scheme has been operated by the company and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a

member of the occupational pension scheme while employed by the company; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects.

- (p) To purchase or otherwise acquire and undertake all or any part of the business, property, goodwill, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (q) To undertake and execute the office of nominee, trustee, executor, administrator, registrar, secretary, committee or attorney for any purpose and either solely or jointly with others and generally to undertake, perform and fulfill any office of trust or confidence.
- (r) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company in whatever form and on such terms as the Company may determine.
- (s) To establish, promote or otherwise assist any company and to promote or otherwise assist any person or firm for the purpose of acquiring all or any of the properties and/or liabilities or for furthering any of the objects of this Company or for the purpose of instigating or opposing any proceedings or applications which may be considered necessary, advantageous or useful to the Company.
- (t) To apply the whole or any part of the assets properly vested in the Company whether capital or income (i) in or towards payment of the expenses of the Company, or (ii) for or towards all or any of the purposes aforesaid or hereinafter mentioned.
- (u) To procure the Company to be registered or recognised in any place outside Ireland
- (v) To do all such other things as may to the Company in its absolute discretion be deemed incidental or conducive to the attainment of the main object.

All of the objects are entirely independent of each other and none of the objects shall be deemed to be subsidiary to any the other objects.

It is hereby expressly declared that each sub-Clause of this Clause shall be construed independently of the other sub-Clauses hereof, and that none of the objects mentioned in any sub-Clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-Clause.

And it is hereby declared that in the construction of this clause the word "company", except where used in reference to this Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Ireland or elsewhere, and words denoting the

singular number only shall include the plural number and vice versa and the intention is that the objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be in no wise restricted by reference to or interference from the terms of any other paragraph or the name of the Company.

Provided that the Company shall not support with its funds or endeavour to impose or procure to be observed by its members or others any regulation or restriction which if an object of the Company would make it a trade union.

## **USE OF INCOME AND PROPERTY**

6. The income and property of the Company shall be applied solely towards the promotion of the main object set out in this memorandum. No portion of the Company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Company. However, nothing shall prevent any payment in good faith by the Company of reasonable and proper remuneration to any officer or servant of the Company, or to any member of the company, in return for any services actually rendered to the Company, nor prevent the payment of interest at a rate not exceeding five per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Company; but so that no member of the Board of Directors of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the company to any member of such Board of Directors, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company; provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Board of Directors may be a member, and in which such member shall hold not more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.
7. No addition, alteration or amendment shall be made to or in the provisions of this Memorandum for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.

## **LIMITED LIABILITY**

8. The liability of the members is limited.

## **GUARANTEE**

9. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a member or is wound up within one year after the date on which he or she ceases to be a member, for (a) payment of the debts and liabilities of the Company contracted before he ceases to be a member, and the costs, charges and expenses of winding up, and (b) for the adjustment of the

rights of the contributories among themselves, such amount as may be required, not exceeding €1.

## **DISSOLUTION**

10. If upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liability, any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property should be given or transferred to some other institution or institutions having main objects similar to the main objects of the Company. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as it imposed on the Company under or by virtue of Clause 6 of this memorandum. Members of the Company shall select the relevant institution or institutions at or before the time of dissolution and if insofar as effect cannot be given to such provision, then the property shall be given or transferred to some charitable object.
11. Annual audited accounts shall be kept and made available to the Revenue Commissioners upon request.

## ARTICLES OF ASSOCIATION

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### INTERPRETATION

1. In these Articles the following words and expressions shall have the following meanings:

“the Act” means the Companies Act 2014;

“Associate Members” means any persons, legal or otherwise, who shall pay such a subscription fee to the Company as is prescribed by the Board of Directors, but which persons shall not be members of the Company *per se*, but shall have certain rights as prescribed in Article 7;

“the Chairman” means the Chairman of the Board of Directors nominated in accordance with Article 49;

“the Directors” means the members of the Board of Directors of the Company, or the Directors present at a meeting of the Board of Directors and includes any person occupying the position of Director by whatever name called;

“Ireland” means the Republic of Ireland and Northern Ireland;

“Nominations Committee” means the committee established by the Directors in accordance with Article 60;

“the Office” means the registered office for the time being of the Company;

“the President” means the President of the Company as elected by the members pursuant to Article 91;

“Provincial Unions” means the provincial cricket unions comprising the Northern Cricket Union of Ireland, the Leinster Cricket Union, the North West of Ireland Cricket Union and the Munster Cricket Union and includes any body corporate established as the successor union to any unincorporated body by which a union is constituted at the date of adoption of these Articles;

“the Secretary” means any person appointed to perform the duties of the secretary of the Company;

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and any other modes of representing or reproducing words in a visible form.



Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same meaning as in the Act, or any statutory modification thereof in force at the date at which these Articles become binding on the Company. Words in the singular include the plural and vice versa and words in one gender include any other gender.

## **MEMBERS**

2. The number of the members with which the Company proposes to be registered is 12. The directors may register an increase in the number of members from time to time.
3. Persons who are nominated by the Provincial Unions as follows shall be members of the Company:
  - (a) four persons shall be nominated by the Northern Cricket Union of Ireland;
  - (b) four persons shall be nominated by the Leinster Cricket Union;
  - (c) two persons shall be nominated by the North West of Ireland Cricket Union; and
  - (d) one person shall be nominated by the Munster Cricket Union.

In addition, the Chairman shall upon his or her election be a member of the Company.

4. Each Provincial Union shall from time to time by notice in writing to the Company sent to the Office nominate the persons who are authorised by the Provincial Union to receive notice of and to attend, speak and vote at meetings of the Company and generally to exercise and perform on behalf of the Provincial Union the rights and duties of a member of the Company. The form of nomination shall specify in each case the address, fax number and/or email address of the nominated person to whom notices shall be sent by the Company. No person shall be recognised as representing the Provincial Union unless so nominated. All nominations for the time being in force shall be kept with the Register of Members.
5. Membership of the Company shall cease:
  - (a) on the member's death;
  - (b) if the member resigns by notice in writing to the Secretary at the Office;
  - (c) if a member is nominated by a Provincial Union in accordance with Article 3 and the nominating Provincial Union gives notice in writing to the Company of the withdrawal of such nomination;
  - (d) in the case of a person who is also a Chairman, when that person ceases to be Chairman of the Company (otherwise than by rotation and where the person is re-elected as a Director immediately following such retirement or rotation).

6. Any person, legal or otherwise who shall pay such a subscription fee to the Company as is prescribed by the Board of Directors, is entitled to become an Associate Member of the Company.
7. Associate Members shall be given such rights and privileges as may be determined by the Directors. For the avoidance of doubt Associate Members are not members of the Company and shall not be entitled to be entered into the register of members, save where they become members of the Company in accordance with Article 3.

## **GENERAL MEETINGS**

8.
  - (i) Subject to the provisions of this Article, an annual meeting of the Company or an extraordinary general meeting of it may be held inside or outside the State.
  - (ii) If the Company holds its annual general meeting or any extraordinary general meeting outside of the State then, unless all of the members entitled to attend at both such meeting consent in writing to its being held outside of the State, the Company shall make, at the Company's expense, all necessary arrangements to ensure that members can by technological means participate in any such meeting without leaving the State.
  - (iii) A meeting referred to in sub-section (i) may be held in two or more venues (whether inside or outside the State) at the same time using any technology that provides members, as a whole, with a reasonable opportunity to participate.
  - (iv) An ordinary resolution is a resolution passed by a simple majority of the votes cast by members of the Company as, being entitled to do so, vote in person or by proxy at a general meeting of the Company. A special resolution is a resolution passed by not less than 75% of the votes cast by such members of the Company as, being entitled to do so, vote in person or by proxy at a general meeting.
  - (v) Notice of every general meeting of the Company shall be given to:
    - (a) every member;
    - (b) the directors and secretary of the Company.

Unless the Company is entitled to and has availed itself of the audit exemption under Section 360 or 365 of the Act, the statutory auditors of the Company shall be entitled to attend any general meeting of the Company, receive all notices of, and other communications relating to, any general meeting which any member of the Company is entitled to receive, and be heard at any general meeting which they attend on any part of the business of the meeting which concerns them as statutory auditors. No other person shall be entitled to receive notices of general meetings.

- (vi) The business of the annual general meeting shall consist of the following:

- (a) consideration of the statutory financial statements of the Company for the financial year most recently ended together with the directors' report and (if required) the statutory auditor's report thereon;
- (b) the election or re-election of directors;
- (c) the election of the President;
- (d) the election of the Vice-President;
- (e) the election of the auditors;
- (f) authorisation to the directors to fix the remuneration of the auditors; and
- (g) any resolutions in respect of which the due and proper notice shall have been given.

### **QUORUM AT GENERAL MEETINGS**

- 9. No business shall be transacted at any general meeting of the Company unless a quorum of members is present at the time when the meeting proceeds to business. Seven (7) members personally present shall constitute a quorum at any general meeting.
- 10. If within 30 minutes after the time appointed for a general meeting, a quorum is not present then:
  - (a) where the meeting has been convened upon the requisition of members, the meeting shall be dissolved;
  - (b) in any other case:
    - (i) the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the directors may determine; and
    - (ii) if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, the members present shall be a quorum.

### **PROCEEDINGS AT GENERAL MEETINGS**

- 11. All general meetings of the Company, other than annual general meetings, shall be known as extraordinary general meetings.
- 12. The Directors may, whenever they think fit, convene an extraordinary general meeting. The Directors shall propose a resolution to be put before a general meeting if it is so requested by a member duly authorised in writing to make such request by the Provincial Union which nominated such member.

13. If, at any time, there are not sufficient directors capable of acting to form a quorum, any Director of the Company or any member of it may convene an extraordinary general meeting and in the same manner as nearly as possible as that in which meetings may be convened by the Directors.
14. The Directors of the Company shall, on the requisition of one or more members holding, or together holding, at the date of the deposit of the requisition, not less than 10% of the total voting rights of all the members having, at the date of the deposit carries the right of voting at general meetings of the Company, forthwith proceed duly to convene an extraordinary general meeting of the Company.
15. The requisition shall state the objects of the meeting and shall be signed by the requisitionists and deposited at the registered office of the Company and may consist of several documents in like form each signed by one or more requisitionists.
16. If the Directors do not within 21 days after the date of the deposit of the requisition proceed duly to convene a meeting to be held within 2 months after that date (the "requisition date"), the requisitionists, or any of them representing more than 50% of the total voting rights of all of them, may themselves convene a meeting but any meeting so convened shall not be held after the expiration of 3 months after the requisition date.
17. Any reasonable expenses incurred by the requisitionists by reason of the failure of directors duly to convene a meeting shall be repaid to the requisitionists by the company and any sums so repaid shall be retained by the company out of any sums due or to become due from the Company by way of fees or other remuneration in respect of their services to such of the Directors as were in default.
18. For the purposes of Articles 14 to 17, the Directors shall, in the case of a meeting at which a resolution is to be proposed as a special resolution, be deemed not to have duly convened a meeting if they do not give such notice of it as is required by Section 181 of the Act.
19. A meeting convened under Article 16 shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by directors.
20. The chairman of the board of directors shall preside as chairman at every general meeting of the Company, or if there is no such chairman, or if he or she is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the directors present shall elect one of their number to be chairman of the meeting.
21. If at any meeting no director is willing to act as chairman or if no director is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairman of the meeting.
22. The chairman may, with the consent of any meeting at which a quorum is present and shall if so directed by the meeting, adjourn the meeting from time to time and from

place to place. However, no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting within the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting but, subject to that, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

23. Unless a poll is demanded in accordance with Article 42 at any general meeting:
  - (a) a resolution put to the vote of the meeting shall be decided on a show of hands;
  - (b) a declaration by the chairman that a resolution has, on a show of hands, been carried or carry unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
24. Where there is an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to second or casting vote;
25. A resolution in writing signed by all the members of the Company for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly appointed representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act. Any such resolution in writing may consist of several documents in like form each signed by one or more members. It shall be deemed to have been passed at a meeting held on the date on which it was signed by the last member to sign, and, where the resolution states a date as being the date of his or her signature thereof by any member, this statement shall be prima facie evidence that it was signed by him or her on that date.

## **NOTICE OF GENERAL MEETINGS**

26. A meeting of the Company, other than an adjourned meeting, shall be called:
  - (a) in the case of the annual general meeting or an extraordinary general meeting for the passing of a special resolution, by not less than 21 days' notice;
  - (b) in the case of any other extraordinary general meeting, by not less than 7 days' notice.
27. A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in Article 26, be deemed to have been duly called if it is so agreed by:
  - (a) all the members entitled to attend and vote at the meeting; and

- (b) unless no statutory auditors of the Company stand appointed in consequence of the Company availing itself of the audit exemption, the statutory auditors of the Company.
28. Where notice of a meeting is given by posting it by ordinary pre paid post to the registered address of a member, then, for the purposes of any issue as to whether the correct period of notice for that meeting has been given, the giving of the notice shall be deemed to have been effected on the expiration of 24 hours following posting.
29. In determining whether the correct period of notice has been given by a notice of a meeting, neither the day on which the notice is served nor the day of the meeting for which it is given shall be counted.
30. The notice of a meeting shall specify:
- (a) the place, date and time of the meeting;
  - (b) the general nature of the business to be transacted at the meeting;
  - (c) in the case of a proposed special resolution, the text or substance of that proposed special resolution; and
  - (d) with reasonable prominence a statement that:
    - (i) a member entitled to attend and vote is entitled to appoint a proxy using the form set out in Section 184 of the Act or, where that is allowed, one or more proxies, to attend, speak and vote instead of him or her;
    - (ii) a proxy need not be a member;
    - (iii) the time by which the proxy must be received at the Company's registered office or some other place within the State as is specified in the statement for that purpose.
31. The accidental omission to give notice of a meeting to, or the non receipt of notice by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

## **VOTES OF MEMBERS**

32. Save as herein expressly provided, no member other than a member duly registered, shall be entitled to vote on any question either personally or by proxy, or as proxy for another member, at any general meeting.
33. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.

34. Votes may be given either personally or by proxy. Where there is an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

## PROXIES

35. A proxy must be a member of the Company and must attend at the meeting to which the proxy relates in order to exercise a proxy vote. Each member may exercise a proxy vote on behalf of only one other member at any given meeting.
36. The instrument appointing a proxy (the “**Instrument of Proxy**”) shall be in writing –
- (a) under the hand of the appointer or of his or her attorney duly authorised in writing; or
  - (b) if the appointer is a body corporate, either under seal of the body corporate or under the hand of an officer or attorney of it duly authorised in writing.
37. A member of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another member as his or her proxy to attend and vote instead of him or her. A proxy so appointed shall have the same right as the member to speak at the meeting and to vote on a show of hands and on a poll.
38. The Instrument of Proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the registered office of the Company or at such other place within the State as is specified for that purpose in the notice convening the meeting, and shall be deposited not later than the following time:-
- (a) 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
  - (b) in the case of a poll, 48 hours before the time appointed for the taking of the poll.

If this Article is not complied with, the Instrument of Proxy shall not be treated as valid.

39. The depositing of the Instrument of Proxy may, rather than its being effected by sending or delivering the instrument, be effected by communicating the instrument to the Company by electronic means and this Article likewise applies to the depositing of anything else referred to in the preceding Article.
40. An instrument appointing a proxy shall be in the following form or a form as near to it as circumstances permit –

The Irish Cricket Union Company Limited by Guarantee (the “**Company**”)

[Name of member] (the “**Member**”) of [Address of Member] being a member of the Company hereby appoint/s [name and address of proxy] or failing him or her

[name and address of alternative proxy] as the proxy of the Member to attend, speak and vote for the Member on behalf of the Member at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the [date of meeting] and at any adjournment of the meeting.

The proxy is to vote as follows:-

Voting instructions to proxy

(Choice to be marked with an "X")

Number or description of resolution:	In favour	Abstain	Against
1.			
2.			
3.			

Unless otherwise instructed, the proxy will vote as he or she thinks fit.

Signature of Member.....

Dated [date] .....

**VOTING ON A POLL**

- 41. At a meeting, a poll may be demanded in relation to a matter (whether before or on the declaration of the result of the show of hands in relation to it).
- 42. A demand for a poll may be made by:
  - (a) the Chairman of the meeting;
  - (b) at least three members present in person or by proxy;
  - (c) any member or members present in person or by proxy and representing not less than 10% of the total voting rights of all the members of the Company concerned having the right to vote at the meeting.
- 43. A demand for such a poll may be withdrawn by the person or persons who have made the demand. Subject to Article 44, if a poll is demanded it shall be taken in such manner as the Chairman of the meeting directs, and the result of the poll shall be deemed to be the resolution, in relation to the matter concerned, of the meeting at which the poll was demanded.
- 44. A poll demanded with regard to the election of a chairman or on a question of adjournment shall be taken forthwith.



45. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that on which a poll is demanded shall be proceeded with pending the taking of the poll.
46. The instrument appointing a proxy to vote at a meeting of the Company shall be deemed also to confer authority to demand or join in demanding a poll, and for the purposes of Articles 42 and 43, a demand by a person as proxy for a member shall be the same as a demand by the member.
47. On a poll taken at a meeting of the Company or a meeting of any class of members of the Company, a member, whether present in person or by proxy, entitled to more than one vote need not, if he or she votes:-
  - (a) use all his or her votes; or
  - (b) cast all the votes he or she uses in the same way.

## **DIRECTORS**

48. There shall be a maximum of twelve (12) and a minimum of three(3) Directors.
49. The Board of Directors shall be comprised as follows:
  - (a) the Chairman (who shall be in addition to the Directors referred to in paragraphs (b) – (e) below) shall be nominated by the Nominations Committee subject to the approval of the Company in general meeting, save that the first Chairman of the Company under these Articles shall be nominated by the Board of Directors;
  - (b) two persons shall be nominated by the Northern Cricket Union of Ireland;
  - (c) two persons shall be nominated by the Leinster Cricket Union;
  - (d) one person shall be nominated by the North West of Ireland Cricket Union; and
  - (e) one person shall be nominated by the Munster Cricket Union.
  - (f) five persons nominated by the Nominations Committee in accordance with Article 62 and approved by the Company in general meeting (excluding the Chairman who is the subject of paragraph (a) of this Article).
50. Each Provincial Union entitled to nominate a Director shall be entitled at any time to require the removal of any Director so nominated, and, upon such Provincial Union giving notice in writing to the Company of such removal, the Director in question shall be deemed to have been removed as a Director.
51. In the event of a vacancy created by the death, removal, resignation or disqualification of a Director nominated in accordance with Article 49(b) - (e) above, the Provincial Union responsible for his nomination shall be entitled forthwith to nominate a replacement Director for the remaining duration of the former Director's term of office.

52. No remuneration shall be payable under any circumstances to any of the Directors in respect of his services as Director, or on any Committee of the Directors. The Directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company.
53. The Directors may from time to time make, vary and repeal Bye Laws for the regulation of the affairs of the Company and the conduct of its officers, servants and members, and such Bye Laws may prescribe the subscription to be paid by Provincial Unions and Associate Members and the privileges to be enjoyed by any of member, provided that no Bye Law shall be made which is inconsistent with the provisions of the Act or Constitution for the time being of the Company or which would amount to such an addition to or alteration of these Articles as could legally only be made by special resolution passed and confirmed in accordance with the Act.
54. The Directors may from time to time and at any time by power of attorney, appoint any Company, firm or person or body of persons, whether nominated directly or indirectly by the Directors to be the attorney or attorneys of the Company for such purposes and with powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
55. Each
- (a) cheque, promissory note, draft, bill of exchange or other negotiable instrument, and
  - (b) receipt for moneys paid to the Company
- shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Directors shall from time to time by resolution determine.
56. The Company shall cause minutes to be entered in books kept for that purpose of –
- (a) all appointments of officers made by the Directors;
  - (b) the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
  - (c) all resolutions and proceedings at all meetings of the Directors and of committees of Directors.

57. Such meetings shall be entered in the foregoing books as soon as may be after the appointment concerned is made, the meeting concerned has been held or the resolution concerned has been passed. Any such minute, if purporting to be signed by the chairman of the meeting at which the proceedings were had, or by the chairman of the next succeeding meeting, shall be evidence of the proceedings. Where minutes have been made in accordance with this Article of the proceedings at any meeting of Directors or committee of Directors, then, until the contrary is proved –
- (a) the shall be deemed to have been duly held and convened;
  - (b) all proceedings had at the meeting shall be deemed to have been duly had; and
  - (c) all appointments of officers made by its Directors at the meeting shall be deemed to be valid.
58. The Directors shall have particular responsibility for signing off the strategic plan and monitoring its subsequent implementation and review, and for ensuring that the Company operates within agreed financial parameters and in accordance with the law.
59. Directors may not appoint any person as their alternate or their proxy to attend or vote at Directors' meetings in their place.

#### **NOMINATIONS COMMITTEE**

60. The Directors shall establish a Nominations Committee which shall consist of five persons. No person who is likely to become a candidate for nomination as a Director shall be a member of the Nominations Committee, save that the Chairman may be a member of the Nominations Committee. The Nominations Committee may include members from outside cricket administration.
61. The Nominations Committee may consult as widely as possible, including Provincial Unions, the Irish Sports Council and the Sports Council for Northern Ireland, other stakeholders in Irish cricket, and the governing bodies of other sports, in its quest for suitable nominees.
62. The Nominations Committee shall have the purpose of nominating five persons for the office of Director in accordance with Article 49(f), the Chairman in accordance with Article 49(a) and the Vice President in accordance with Article 94.
63. The Nominations Committee shall bring its nominations to the Directors at least one month before the date of the Annual General Meeting and its nominations shall be subject to the approval of the Directors.

#### **GENERAL POWER OF MANAGEMENT AND DELEGATION**

64. The business of the Company shall be managed by its Directors, who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Act or by this Constitution, required to be exercised by the Company in general meeting, but subject to –

- (a) any regulations contained in this Constitution;
  - (b) the provisions of the Act; and
  - (c) such directions, not being inconsistent with the foregoing regulations or provisions, as the Company in general meeting may by special resolution give.
65. However, no direction given by the Company in general meeting under the preceding Article shall invalidate any prior act of the Directors which would have been valid if that direction had not been given.
66. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof.
67. Without prejudice to Section 40 of the Act, the Directors may delegate any of their powers to such person or persons as they think fit, including committees; any such committee shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors.

#### **DISQUALIFICATION OF DIRECTORS**

68. In addition to the cases provided by section 148 of the Act, the office of Director shall be vacated if a Director: -
- (a) the Director holds any office or place of profit under the Company; or
  - (b) where the Director is nominated by a Provincial Union in accordance with Article 49 (b) - (e) and such Provincial Union gives notice in writing to the Company of the withdrawal of such nomination; or
  - (c) the Director fails to attend 3 consecutive meetings or 60% of meetings in a year unless the Directors determine otherwise; or
  - (d) the Director is convicted of an indictable offence unless the Directors otherwise determine; or
  - (e) the Director is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in the manner required by Section 231 of the Act.

#### **CONFLICT OF INTEREST**

69. It shall be the duty of a Director who is directly or indirectly interested in a contract or proposed contract with the Company to declare the nature of his interest at a meeting of the Directors of the Company. The Director concerned must make the declaration required by this Article at the meeting of the Directors at which the question of entering into the contract is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract, at the next meeting of the Directors

held after he became so interested, and in a case where the Director becomes interested in a contract after it is made, the said declaration shall be made at the first meeting of the Directors held after the director becomes so interested. A general notice given to the Directors of the Company by a director to the effect that he is a member of a specified company or firm and is to be regarded as interested in any contract which may, after the date of the notice, be made with that company or firm, shall be deemed to be a sufficient declaration of interest in relation to any contract so made. The Director so concerned must:

- (a) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
- (b) not be counted in the quorum for that part of the meeting; and
- (c) withdraw during the vote and have no vote on the matter nor seek to influence the vote of any other directors in the matter.

70. A copy of every declaration made and notice given pursuant to Article 69, shall within three (3) days after the making or giving thereof, be entered in a book kept for this purpose. Such book shall be open for inspection without charge by any Director, Secretary, Auditor or member of the Company at the registered office of the Company and shall be produced at every general meeting of the Company, and at any meeting of the Directors if any Director so requests in sufficient time to enable the book to be available at the meeting.

71. It shall be the duty of a Director who is directly associated with a club or Provincial Union that has a particular interest in a matter to be considered by the Directors to declare the nature of the interest at the first meeting of the Directors at which the matter is first taken into consideration. The Director so concerned must, unless the Directors otherwise determine:

- (a) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
- (b) not be counted in the quorum for that part of the meeting; and
- (c) withdraw during the vote and have no vote on the matter nor seek to influence the vote of any other directors in the matter.

## **ROTATION OF DIRECTORS**

72. At the Annual General Meeting in every year one-third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office. No Director may serve for more than two three-year terms consecutively, save that the Chairman may serve for two three-year terms as Chairman in addition to any immediately prior service as a Director.

73. A resolution to increase or reduce the number of Directors and/or to determine in what rotation the increased or reduced number is to go out of office shall be a special resolution.

## **PROCEEDINGS OF DIRECTORS**

74. The Directors may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, save that they shall hold at least six meetings each year.
75. Questions arising at any such meeting shall be decided by a majority of votes and where there is an equality of votes, the Chairman shall have a second or casting vote.
76. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.
77. All Directors shall be entitled to reasonable notice of any meeting of the Directors but, if the Directors so resolve, it shall not be necessary to give notice of a meeting of Directors to any Director who, being resident in the State, is for the time being absent from the State.
78. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be six (6).
79. The Directors may establish one or more committees consisting in whole or in part of members of the Board of Directors. The Directors shall appoint a Chairman of each committee.
80. If at any meeting of the Directors or any committee of the Directors the Chairman is not present within 15 minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting.
81. A committee may meet and adjourn as it thinks proper.
82. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members of the committee present, and where there is an equality of votes, the Chairman shall have a second or casting vote.
83. All acts done by any meeting of the Directors or by any person acting as a member of the Directors or any Committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such person acting as aforesaid, or that he or any of the Directors was disqualified, be as valid as if every such person had been duly appointed.
84. The Directors may at any time appoint any person to the Board of Directors but only to fill a casual vacancy and provided that the prescribed maximum is not thereby exceeded. Any Director so appointed shall retain his office only until the next Annual General Meeting but shall be eligible for re-election.

85. A resolution in writing signed by all the Directors of the Company, or by all the members of a committee of them, and who are for the time being entitled to receive notice of a meeting of the Directors or, as the case may be, of such a committee, shall be as valid as if it had been passed at a meeting of the Directors or such a committee duly convened and held.
86. The resolution referred to in Article 85 may consist of several documents in like form each signed by one or more directors and for all purposes shall take effect from the time that it is signed by the last Director.
87. A meeting of the Directors or of a committee of the Directors may consist of a conference between some or all of the Directors or, as the case may be, members of the committee who are not all in one place, but each of whom is able (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others and
- (a) a Director or member of the committee taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly; and
  - (b) such a meeting shall be deemed to take place
    - (i) where the largest group of those participating in the conference is assembled;
    - (iii) if there is not such group, where the Chairman of the meeting then is;
    - (iv) if neither sub-paragraph (i) or (ii) applies, in such location as the meeting itself decides.

## **SECRETARY**

88. (i) The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.
- (ii) A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

## **CHIEF EXECUTIVE**

89. A Chief Executive may be appointed by the Directors for such term and at such remuneration and upon such conditions as they may think fit; and any Chief Executive so appointed may be removed by them. The Directors shall put in place arrangements for the line management of the Chief Executive and for the monitoring and appraisal of his performance.

90. The Chief Executive shall not be a Director, but shall be entitled to attend all meetings of the Directors (except where his own remuneration or performance is being discussed) and shall act as principal adviser to the Directors.

## **PRESIDENT**

91. At the Annual General Meeting the members shall elect a President who shall hold office from the date of such meeting until the date of the next Annual General Meeting. Thereafter he will not be eligible for re-election until the date of the second Annual General Meeting following the expiry of his Presidency. A simple majority of those present and voting at such Annual General Meeting shall be required to elect or re-elect the President. The President shall not be a Director or a member of the Company.
92. The President shall be entitled to attend general meetings of the Company and also meetings of the Board of Directors, but he shall not be entitled to vote at any such general meeting of the Company or a meeting of the Board of Directors.
93. If a casual vacancy in the office of President occurs the Directors shall elect by majority vote an acting President to serve until the date of the next Annual General Meeting.

## **VICE-PRESIDENT**

94. At the Annual General Meeting the members shall elect a Vice-President nominated by the Nominations Committee who shall hold office from the date of such meeting until the date of the next Annual General Meeting. Thereafter he shall be entitled to succeed the President. He will not be eligible for re-election as Vice-President until the date of the second Annual General Meeting following the expiry of his Vice-Presidency. A simple majority of those present and voting at such Annual General Meeting shall be required to elect or re-elect the Vice-President.

## **NOTICES**

95. A notice given to a member by the Company shall, save as specified in paragraph (d), be in writing and may be served on or given to the member in one of the following way:-
- (a) by delivering to the member;
  - (b) by leaving it at the registered address of the member;
  - (c) by sending it by post in a prepaid letter to the registered address of the member;  
or
  - (d) by electronic means.
96. Notice may only be served by electronic means if:-
- (a) the member has consented in writing to the Company using electronic means to



serve or give notices in relation to him or her;

- (b) at the time the electronic means are used to serve or give the notice in relation to the member, no notice in writing has been received by the Company from the member stating he or she has withdrawn the consent referred to in paragraph (a); and
- (c) the particular means used to serve or give the notice electronically are those that the member has consented to.

97. Any notice served or given in accordance with Article 95 shall be deemed, in the absence of any agreement to the contrary between the Company and the member, to have been served or given

- (a) in the case of its being delivered, at the time of delivery (or, if delivery is refused, when tendered);
- (b) in the case of its being left, at the time that it is left;
- (c) in the case of its being posted (to an address in the State) on any day other than a Friday, Saturday or Sunday, 24 hours after dispatch and in the case of its being posted (to such an address):
  - (i) on a Friday – 72 hours after dispatch; or
  - (v) on a Saturday or Sunday – 48 hours after dispatch;
- (d) in the case of electronic means being used in relation to it, 12 hours after dispatch.

Provided however that where notice of a meeting is given by posting it by ordinary prepaid post to the registered address of a member, then, for the purposes of any issue as to whether the correct period of notice for that meeting has been given, the giving of the notice shall be deemed to have been effected on the expiration of 24 hours following posting.

## **GENERAL**

98. The Directors may determine disciplinary regulations, the rules of the Irish Senior Cup and the rules of such other competitions as are within the control of the Company. These shall be sent to each Provincial Union and shall bind all officials and members of teams and squads selected by the Company, and all persons (including teams selected by other persons, clubs or Provincial Unions) engaged in matches or other events organised by or under the auspices of the Company.

99. The Company condemns the use of prohibited substances or methods, a practice generally known in sport as doping. The rules of the Company regarding doping are the Irish Anti-Doping Rules as adopted by the Irish Sports Council on 2<sup>nd</sup> February 2004 and which came into force on 1<sup>st</sup> June 2004, as amended from time to time. The

rules contained in the said Irish Anti-Doping Rules shall have effect and be construed as the anti-doping rules governing cricket in Ireland. These rules shall be binding on all persons who participate in cricket played under the jurisdiction of the Company, or of the Provincial Unions.

100. The Company is fully committed to safeguarding the wellbeing of its members. Every individual involved in organised cricket should, at all times, show respect and understanding for their rights of safety and welfare, and conduct themselves in a way that reflects the principles of the Company and the guidelines contained in the *Code of Ethics and Good Practice for Children's Sport in Ireland*.
101. The International Cricket Council Anti-Racism Code shall apply to all international matches played under the auspices of the Company.

## **AMENDMENT**

102. These Articles may be altered only at a general meeting. Notice of any proposed alterations must be given by resolution of the Board of Directors or in writing to the secretary at least thirty (30) days before the date of the meeting.
103. No addition, alteration or amendment shall be made to or in the provisions of these Articles for the time being in force, unless the same shall have been previously approved in writing by the Revenue Commissioners.

## **DISPUTE RESOLUTION**

104. Any dispute or difference between the Company and any Provincial Union or any affiliated club of a Provincial Union [or any member of an affiliated club] arising out of, in connection with or under these Articles of Association or any rules, bye-laws, codes, policies or equivalent of the Company shall, if same shall not have first been resolved following the use of all applicable internal dispute resolution procedures, be referred to Just Sport Ireland (JSI) for final and binding arbitration by a single arbitrator in accordance with the JSI Arbitration Rules and in accordance with the Arbitration Act 2010 as amended. This shall include without limitation any dispute arising out of, under or in connection with the legality of any decision made or procedure used by the Company. The provisions of this Article shall apply notwithstanding any other provision to the contrary contained within these Articles of Association and/or any other rules, bye-laws, codes, policies or equivalent of the Company from time to time.

We, the several persons whose names and addresses are subscribed, wish to be formed into a Company in pursuance of this Constitution.

**NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS**

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