



**SOMERSET**  

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**COUNTY CRICKET CLUB**

**A Registered Society under the Co-Operative  
and Community Benefit Societies Act 2014**

**Number: 29995R**

## CONSTITUTION AND RULES

### **1 NAME**

- 1.1 The name of the society shall be the Somerset County Cricket Club Limited (the "Club").

### **2 REGISTERED OFFICE**

- 2.1 The registered office of the Club shall be at The County Ground, St James Street, Taunton, Somerset TA1 1JT or such other place as the Committee shall from time to time decide (the "Registered Office").

### **3 REGISTRATION**

- 3.1 The Club shall be a registered society under the Co-operative and Community Benefit Societies Act 2014 (the "Act"). These Rules shall come into force and shall have effect to the exclusion of all other rules as from the date that the amended rules are registered in accordance with the Act ("the Effective Date"). The Club shall not be deregistered except with the authority of a resolution of the Members as is required from time to time to amend the Constitution and Rules of the Club generally in accordance with Rule 18 (disregarding any special requirements as to amendments to any particular Rule) or except as provided by law.
- 3.2 Persons who at the Effective Date hold office or position in any capacity in the Club (whether as an officer of the Club, members of the Committee or any sub-committee or otherwise) shall hold the same or equivalent office or position immediately following the Effective Date. Such persons shall have the same seniority, dates of appointment, dates of retirement and the like after that date as before it, subject only to such changes as are necessary by virtue of these Rules.

### **4 OBJECTS**

- 4.1 The objects of the Club shall be:
- 4.1.1 To promote interest and understanding in the game of Cricket throughout the County of Somerset (as legally constituted prior to the Local Government Act 1972);
  - 4.1.2 To compete each season in the County Championship and in other leagues and competitions organised and conducted by or under the control of the England and Wales Cricket Board ("ECB");
  - 4.1.3 To maintain and employ an adequate playing staff for those objects contained in 4.1.1 and 4.1.2;

- 4.1.4 To provide and maintain facilities for the enjoyment of domestic, international and recreational cricket at the County Ground, Taunton which shall be the Club's headquarters;
- 4.1.5 To provide coaching and liaison within Somerset and the surrounding area so that potential players can be identified;
- 4.1.6 To ensure that all matches under the auspices of the Club shall be played in accordance with the official laws of cricket and that the traditions and spirit of the game both on and off the field are upheld by Members and employees.

## **5 POWERS**

- 5.1 To further its objects the Club shall have the power to do all such things as are incidental or conducive to the objects of the Club including (but not limited to) all or any of the following:
  - 5.1.1 directly or indirectly employ, invest and deal with the assets and funds of the Club in such manner as shall be considered by the Committee in its discretion to be desirable or expedient and to do all such other acts and things and carry on all such other activities, including but not limited to, leasing, sub-leasing, re-leasing, renting, purchasing, altering, holding, selling, 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 Committee to be necessary, desirable or expedient for the purposes of the Club or the advancement of its interests;
  - 5.1.2 raise or borrow money from Members or others without limitation for the purposes of, or in connection with, the activities of the Club or any of them as the Committee thinks fit. Any sum or sums raised or borrowed may be secured by way of mortgage or charge over all or any of the undertaking, property and assets of the Club;
  - 5.1.3 give any security or securities whether by way of mortgage or otherwise for the performance of any contracts or in respect of any debts, liabilities or obligations of the Club or other persons or corporations in whose business or undertaking the Club is interested, or to whom or in respect of whom the Club have 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;
  - 5.1.4 maintain bank accounts in credit or overdrawn on such terms as the Committee shall think fit including the giving of guarantees and indemnities in respect of direct debits and other money transmission or collection system;

- 5.1.5 to engage such officials and employees upon such terms of and at such remuneration as the Committee may deem appropriate and to dismiss or retire any of them as may be necessary;
- 5.1.6 to provide pensions, insurance 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 benefits including (but not limited to) retirement benefits and/or life assurance schemes;
- 5.1.7 accept and grant sponsorship, franchises and other arrangements as the Committee shall think fit;
- 5.1.8 apply for and hold licences, consents and approvals that may be required in connection with the activities of the Club;
- 5.1.9 support (whether by direct subscription, the giving of guarantees or otherwise) any charitable, benevolent or educational fund, institution or organisation, or any event or purpose of a public or general nature, the support of which will or may, in the opinion of the Committee, directly or indirectly benefit, or is calculated so as to benefit, the Club or its activities, or its employees, ex-employees, players, former players or their dependants;
- 5.1.10 enter into all deeds and documents of novation or otherwise, consequent upon or by reference to the incorporation of the Club as a society.

## **6 MANAGEMENT**

- 6.1** The overall management of the Club and of its property, funds and affairs shall be vested in the Committee whose decisions on all matters relating thereto shall be final and binding on every Member. The Committee shall have power to make, repeal and amend such bye-laws, not being inconsistent with these Rules, as it may from time to time consider necessary for the well-being of the Club.
- 6.2** The Committee shall have the power to appoint a Chief Executive for such period and on such terms as to remuneration and otherwise howsoever as shall be agreed between him or her and the Committee, and to remove the Chief Executive upon such terms as it shall determine.
- 6.3** The Committee shall annually make a report upon the cricket and upon the general affairs of the Club and a copy of such report shall be delivered to the Members with the Notice of the Annual General Meeting. The said report shall include a record of the attendances of each member at meetings of the Committee since the date of the previous Annual General Meeting.

## **7 THE CHIEF EXECUTIVE AND THEIR DUTIES**

- 7.1** The Chief Executive shall inter alia:
- 7.1.1 Conduct the day-to-day business of the Club subject to the general direction of the Committee.
  - 7.1.2 Appoint and remove all staff (except for the Captain, Coach and Players whose appointment or removal shall be determined by the Committee).
  - 7.1.3 Supervise and be responsible for all employees of the Club.
  - 7.1.4 Have the power to refuse admission or to expel from the Club premises any person, whether a Member or not, whose conduct is in the Chief Executive's opinion not in the interest of the Club.
  - 7.1.5 Refuse admission to any Member who is unable to produce their membership badge or card and to demand the forfeiture of the badge or card of any Member who has not observed the non-transferability restriction in Rule 15.1.

## **8 THE COMMITTEE**

- 8.1** The Committee shall consist of the President (ex officio), the Chairman, the Treasurer, the Chief Executive (ex officio), up to four Members co-opted in accordance with Rule 8.3, and eight Members being Area Representatives elected in accordance with the provisions of Rule 11.
- 8.2** The President and the Treasurer (each of whom must be a Member) shall be nominated by any Member in writing to the Chief Executive, not less than forty-two days before the Annual General Meeting. Both the President and Treasurer will be elected at the Annual General Meeting, either by a vote taken at the Annual General Meeting or by postal ballot/electronic ballot in advance of the Annual General Meeting should a contested election occur. The President shall be elected for a period of three years and the Treasurer shall be elected for a period of one year, and each shall be eligible for re-election. Each shall continue to hold office until the conclusion of the Annual General Meeting at which their respective successor is elected. In the event of a casual vacancy occurring, such vacancy shall be filled by resolution of the Committee.
- 8.3** The Committee shall have the power to co-opt any Member(s) not exceeding four in number as it may deem expedient and any such co-optee shall be entitled to vote in all meetings of the Committee. Any person so co-opted shall serve on the Committee until the expiry of the Annual General Meeting following their co-option when they shall be eligible for co-option again.

- 8.4** Four Area Representatives being elected members of the Committee shall retire at the Annual General Meeting each year, those to retire being those who have held office longest since their last election, the Chairman and Vice-Chairman being excluded from consideration for this purpose. In the event of any dispute as to which member should retire, the matter shall be decided by the Chairman.
- 8.5** An elected member of the Committee may resign therefrom by notice in writing delivered to the Chief Executive whereupon the Committee shall declare a vacancy.
- 8.6** If any elected member of the Committee shall be absent from two consecutive meetings of the Committee without good reason (as to which the Committee shall be the sole judge) they shall thereupon cease to be a member of the Committee which shall declare a vacancy.
- 8.7** The provisions of Rule 11.8 relating to vacancies shall apply mutatis mutandis to a vacancy declared under Rules 8.5 or 8.6.
- 8.8** A Member who is a registered player or a paid official of the Club shall not be eligible for election to the Committee nor shall any elected member of the Committee be eligible for registration as a player or be a paid official of the Club.

## **9 PROCEEDINGS OF THE COMMITTEE**

- 9.1** A meeting of the Committee shall be convened by the Chief Executive on behalf of the Chairman as and when necessary but at least four times in any year by written notice of not less than seven clear days from the date of delivery and any such notice shall be delivered by email, or by hand or by first class post to the registered address of each member of the Committee, provided nevertheless that the Chairman, Treasurer or Chief Executive may convene a meeting of the Committee on short notice and without any formalities for reasons which they or any of them consider constitute an emergency.
- 9.2** At meetings of the Committee seven members, of whom at least four must be elected members, shall form a quorum, and each member shall have one vote, except for the President, who shall not be entitled to vote but shall be counted for quorum purposes.
- 9.3** The Committee shall have the power to appoint or remove sub-committees consisting of such members of the Committee and such other persons as the Committee shall in its entire discretion decide.
- 9.4** At its first meeting following the Annual General Meeting in each year, the Committee shall elect a Chairman from either the Members or the Committee, and a Vice-Chairman from the Committee, provided that the persons so elected shall each have been nominated in writing for such offices

at the meeting of the Committee held prior to the said Annual General Meeting, each such nomination to have been signed by at least two members of the Committee.

- 9.5** The period of office of the Chairman and Vice-Chairman shall be two years from the Annual General Meeting held immediately prior to their respective appointments and no person shall hold office as Chairman or Vice-Chairman for more than three consecutive two year periods unless further terms are deemed necessary by the Committee in order to provide continuity for the Club in its strategic aims. A person who serves as Vice-Chairman for up to and including three consecutive two year periods shall then be entitled to serve as Chairman for a maximum of three further consecutive two year periods.
- 9.6** The Chairman so elected shall chair all meetings of the Committee. If the Chairman is not present at a meeting of the Committee, the Vice-Chairman shall chair that meeting, provided that in the absence of both the Chairman and Vice-Chairman, the members of the Committee who are present may appoint one of their number to chair that meeting. The Chairman, or in their absence, the Vice-Chairman or other chairman of the meeting shall have a second or casting vote.
- 9.7** A special meeting of the Committee shall be held within twenty-eight days of the receipt by the Chief Executive of a requisition in writing, signed by twenty-five Members stating the matter to be discussed. Not more than three of such requisitioning Members (who shall be named for that purpose in the requisition) shall be entitled to attend and speak at such a special meeting.

## **10 PERSONAL INTEREST**

- 10.1** A member of the Committee or sub-committee who is 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 their interest in accordance with Sections 177 and 182 of the Companies Act 2006 as if such member were a director and the Club were a company for the purposes of that Act.
- 10.2** Such a member shall not vote, nor count in the quorum, at a meeting of the Committee 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 Chairman of the meeting is material and conflicts with or may conflict with the interests of the Club. If requested to do so by the Chairman of the meeting, such member shall withdraw from the meeting while the matter in question is discussed and if applicable voted on. If the member in question is the Chairman of the meeting, references in the previous sentence of this Rule to the Chairman of the meeting shall be construed as being references to the Vice-Chairman.

## **11 AREAS**

- 11.1** For the purpose of its internal administration, the Club has been divided into areas and at the date of adoption of these Rules the Club comprises the following eight areas (“Areas”) namely: Taunton, Bridgwater & West Somerset, Devon & Cornwall, South Somerset & Dorset, Bath & Wiltshire, Weston-super-Mare, North Somerset & Bristol, and Mid Somerset. Each Member shall be allocated to one Area in accordance with the provisions herein contained.
- 11.2** The boundaries of each Area shall be determined by reference to the map signed for purposes of identification by and held by, the Chief Executive, provided that the boundaries of each Area may be changed by resolution passed by the Committee by a majority of at least two-thirds of its members following at least twenty-eight days notice having been given to the Area Committees of the Area affected to allow representations to be made.
- 11.3** Each of the Areas shall form its own Committee from Members registered for its Area (including any Member agreeing to serve the Area pursuant to Rule 11.6.2.2) with such officials including an Area Chairman and an Area Honorary Secretary as the Area may determine. The Area Committee shall work within the framework of these Rules but shall have no powers to bind the Club or act on its behalf in any way whatsoever except where they are so authorised in writing by the Chief Executive of the Club. Each Area will be responsible for the carrying out of the directions of the Committee and of the Chief Executive in its respective Area.
- 11.4** The Area Chairman and Area Honorary Secretary shall be responsible for carrying out such duties as may be allotted to him or her by the Chief Executive and the Area Committee of which he or she is Area Chairman or Area Honorary Secretary.
- 11.5** Nominations for elections of Area Representatives to serve as members of the Committee shall be in writing proposed and seconded by Members of that Area who shall have been Members for at least six months and shall be delivered to the Chief Executive not later than thirty days prior to the Annual General Meeting of the Club.
- 11.6** No Member shall be eligible for election as an Area Representative on the Committee unless –
- 11.6.1 they are a retiring member of the Committee, or
  - 11.6.2 they shall have been a Member for at least six months and either –
    - 11.6.2.1 they are a member of the Area Committee for the Area for which they wish to serve as Area Representative, or
    - 11.6.2.2 being from outside the Area, they agree to serve on the Area Committee immediately if elected as its Area Representative.



- 11.7** Each Area Representative to serve as a member of the Committee shall be nominated in accordance with Rule 11.5 and in the event of more than one person being nominated for an Area a ballot shall be held to determine who should serve. In such an event a ballot paper containing the names, addresses, photographs and brief notes of validly nominated candidates for the Area shall be sent to every Member registered for that Area under Rule 15 with the Notice of the Club's Annual General Meeting. Completed ballot papers returned to the Chief Executive not less than seven clear days before the Club's Annual General Meeting shall be counted and the candidate with the highest number of votes shall be elected to the Club Committee as Area Representative for a period of two years. In the case of the ballot resulting in a tie the Chairman of the Committee shall decide which of the tied candidates shall be elected.
- 11.8** Where an Area Representative casual vacancy occurs the Committee shall declare that the vacancy exists. The Chairman, or in their absence, the Area Honorary Secretary of the Area in which such vacancy occurs shall as soon as possible after consulting with their Area Committee, nominate a Member from their Area to fill such casual vacancy and their nomination shall be delivered to the Chief Executive. Any person nominated to fill such vacancy shall retire at the next Annual General Meeting at which the person whose vacancy they have filled would have retired, but if otherwise eligible shall be entitled to be re-elected.

## **12 GENERAL MEETINGS**

- 12.1** The Annual General Meeting of the Club shall be held each year, within six months of the end of the Financial Year, at the Registered Office or such other venue as the Committee shall resolve. The President, or in their absence, the Chairman of the Committee, or in their absence, the Vice-Chairman, shall preside at the Annual General Meeting.
- 12.2** The financial year of the Club ("the Financial Year") shall run from 1 October to 30 September.
- 12.3** The Accounts of the Club duly certified by the Auditors and the Report of the Committee for the preceding Financial Year shall be presented at the Annual General Meeting.
- 12.4** Not less than fourteen days notice of the Annual General Meeting shall be given to every Member and the notice shall be accompanied by the Agenda for the Meeting and copies of the Accounts and Report of the Committee to be presented to the Meeting provided nevertheless that accidental omission to give notice to any one or more Members not exceeding one hundred shall not invalidate the Meeting.
- 12.5** The business to be transacted at the Annual General meeting shall be:

- 12.5.1 To receive and, if approved, adopt the Report of the previous Financial Year.
  - 12.5.2 To receive and, if approved, adopt the Accounts for the previous Financial Year.
  - 12.5.3 To elect a President, when applicable.
  - 12.5.4 To elect an Honorary Treasurer.
  - 12.5.5 To announce the Area Representatives to serve on the Committee, including the result of any relevant ballot.
  - 12.5.6 To deal with resolutions to be proposed on behalf of the Committee.
  - 12.5.7 To deal with any resolution to be proposed by a Member eligible to vote of which written notice bearing the signatures of the proposer and seconder is received by the Chief Executive not later than forty-two days preceding the Meeting.
  - 12.5.8 To appoint the Auditors for the current Financial Year at such remuneration as shall be fixed by the Committee.
- 12.6** No business shall be transacted at the Annual General Meeting except that for which the Meeting is called and no amendment to the business or to any resolution forming part thereof shall be moved at the Meeting save with the permission of the Chairman of the Meeting. The Chairman of the Meeting shall have the power to adjourn the Meeting.
- 12.7** All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings. An Extraordinary General Meeting may be convened by the Committee at any time and shall be convened for a date not further than forty-two days ahead by that Committee on receipt by the Chief Executive of a requisition signed by not less than 5% of the Members (calculated as at the previous 31 December) or two hundred Members whichever is the less (identified by inclusion of their names and addresses and current Membership numbers), which said requisition shall state precisely the resolution which it is proposed to place before the Meeting.
- 12.8** At the sole discretion of the Committee, any resolution of the Club may be passed by postal/electronic ballot of the Members. If any business is conducted by postal/electronic ballot the following provisions of this Rule shall apply *mutatis mutandis*:
- 12.8.1 Notice of the postal/electronic ballot shall be given to all Members not less than fourteen nor more than forty-two days before the date which the Club specifies as the final date for the receipt of completed ballot papers (the "Voting Date");

12.8.2 Notice of a postal/electronic ballot shall contain such other notices relating to the proposed resolution and shall be accompanied by such other documents as would be required to be given or sent to a Member in connection with notice of a General Meeting, had it been intended to hold the vote on the resolution at a General Meeting instead of by postal/electronic ballot with the exception, however, of any notice relating to voting by proxy at a meeting;

12.8.3 Accidental omission to give notice of a postal/electronic ballot or to send any document required by sub-paragraph 12.8.2 above to accompany such a notice, or non-receipt of such a notice or document by such a person, to any one or more Members not exceeding one hundred shall not invalidate the postal/electronic ballot;

12.8.4 Completed voting papers shall be returned by post to the Club at the Registered Office on or before the Voting Date.

**12.9** Save as expressly provided in these Rules all the provisions in these Rules relating to Annual General Meetings shall apply mutatis mutandis to Extraordinary General Meetings.

**12.10** Each Member shall at any General Meeting have one vote on each motion and may cast their vote either in person, by proxy or by postal/electronic ballot if authorised by the Committee. In the event of an equality of votes the Chairman of the General Meeting shall have a second or casting vote.

**12.11** The instrument appointing a proxy (who shall be a Member) shall be in writing in a form to be determined and supplied by the Committee and shall give the Member an opportunity of voting for or against any resolution. The instrument shall be signed by the Member.

**12.12** The instrument appointing a proxy shall be deposited at the Club Office at the Registered Office not less than forty-eight hours before the time for holding the General Meeting at which the person named in the instrument proposes to vote.

## **13 AREA GENERAL MEETING**

**13.1** An Area General Meeting of Members in each Area shall be held annually by 30 November to transact the following business :

13.1.1 To receive a report of the Area activities during the previous year.

13.1.2 To elect an Area Committee in such manner by show of hands or ballot and of such numbers as the Area shall decide.

13.1.3 To deal with any other Area business.

**13.2** Save as expressly provided in these Rules, all the provisions of the Rules relating to Annual General Meetings shall apply mutatis mutandis to Area General Meetings.

**13.3** The date and place of the Area General Meeting shall be decided by the Area Committee.

#### **14 SHARE CAPITAL AND FINANCING**

**14.1** The capital of the Club shall consist of shares of a nominal value of £1 (one pound) each and one share shall be the maximum shareholding that any individual Member may hold.

**14.2** Any person admitted to membership of the Club shall be allotted one share on admission and £1 (one pound) of the first subscription paid by such Member shall be applied in paying up the share price in full.

**14.3** No person who is not a Member shall be issued with a share.

**14.4** The liability of each Member shall be limited to the value of the Member's shareholding of £1 (one pound).

**14.5** All shares in the share capital of the Club, whether issued or not, shall be non-transferable and non-withdrawable and no interest, dividend or bonus shall be payable on any share nor may a share be held on trust for any other person.

**14.6** Upon a Member ceasing to be a Member their share will be cancelled.

**14.7** The Club shall not be required to issue share certificates in respect of the shares to any Member in respect of the share allotted to that Member.

**14.8** The profits of the Club shall be applied only in furthering the objects of the Club.

#### **15 SUBSCRIPTION AND MEMBERSHIP**

**15.1** Members will be entered in the Register of Members. Membership of the Club shall consist of different categories that may from time to time be changed by the Committee in its entire discretion, provided always that no class of Membership may be created with voting rights greater than those applicable to Members pursuant to clause 12.10. Membership privileges shall be personal to the Member and shall not be transferable.

**15.2** The subscription year for the Club shall commence on the first day of October in each year and end on the following last day of September. All subscriptions shall be paid in accordance with the Club's payment requirements.

**15.3** Applicants for membership of the Club shall apply in the manner laid down from time to time by the Committee with such information as the Committee

considers reasonable at the time of application. Subject to Rule 15, applicants shall be admitted as Members and shall be issued with a badge or card on payment of the subscription for the current year. The Committee shall have the power to refuse membership to any person without giving a reason. A copy of the Rules shall be made available at the Registered Office and all Members shall be deemed to have notice thereof.

- 15.4** Without prejudice to the right of Members to vote pursuant to Rule 12.10 and Rule 11, Members shall be entitled (on production of the membership card or badge) to such privileges attaching to their category of membership as the Committee may determine from time to time and the Committee shall have discretionary power (to the extent permitted by law and provided they act reasonably) to suspend all or any of the privileges of any Member or Members in any category of membership for any period of time.
- 15.5** A Member shall not be entitled to exercise any privilege of membership until their subscription has been paid and for the purposes of Rule 11 only the date on which the subscription has been received shall be deemed to be the date membership commenced.
- 15.6** Any Member whose annual subscription from time to time remains unpaid on the last day of the month after the date on which it is due shall forthwith cease to be a Member, unless the Committee shall otherwise determine in any individual case.
- 15.7** A candidate for membership of the Club whose address is outside the boundaries of any of the Areas (as defined in Rule 11.1) shall be entitled to choose any of the Areas listed in Rule 11.1 as their Area and once elected to membership they shall not be entitled to change to another Area unless they move their address to within the boundaries of another Area and notify a change of address in which event their Area shall be that of their new address so notified. A candidate who fails to choose an Area shall be allocated to the Taunton Area.
- 15.8** A Member who moves their address (as registered pursuant to Rule 15.7) outside the boundaries of the Area (as hereinbefore defined), shall continue to be registered for that Member's Area immediately prior to such move as if their address has not changed and shall not be entitled to a choice of Area.
- 15.9** A Member shall notify any change in their address to the Club and shall not be entitled to vote in elections of Area Representatives until they have done so. A Member from outside an Area who agrees to serve and is elected to serve as its Area Representative pursuant to Rule 11.6.2.2 shall, notwithstanding their registered address, be registered for the Area for which they agree to serve.
- 15.10** A Member being wilfully guilty of a breach of any of these Rules or conduct which in the reasonable opinion of the Committee renders them unfit to be a

Member may at a Committee meeting called for that purpose be expelled or suspended as a Member provided nevertheless that:-

15.10.1 The Committee shall have first given seven days written notice of the Meeting containing details of the breach or conduct complained of to the Member; and

15.10.2 The Member shall have had reasonable opportunity to state their case at such meeting of the Committee (either personally or through a representative of their choice) or to submit written representations to the Chief Executive as the Member chooses.

15.10.3 A suspension shall be for such a period as the Committee shall have resolved.

15.10.4 A Member so expelled or suspended may appeal in writing delivered to the Chief Executive within seven days of their expulsion or suspension and their appeal shall be heard by not less than three Members nominated by the Committee who shall hear the Member in person or the Member's representative if the Member so desires before reaching their decision and which decision shall be notified to the Member in writing.

15.10.5 No Member expelled or suspended shall thereafter during such expulsion or suspension be admitted to any part of the Club premises and any person expelled shall cease to be a Member, shall forfeit all rights and privileges and shall have their share in the capital of the Club cancelled.

15.10.6 No Member shall give directions to or reprimand any Club employee and if any Member has any cause for complaint they shall bring the same to the notice of the Chief Executive in writing.

**15.11** A Member shall cease to be a Member:

15.11.1 on failure to pay any subscription, pursuant to Rule 15.5;

15.11.2 on resignation in writing to the Club;

15.11.3 on expulsion by the Committee pursuant to Rule 15.10; or

15.11.4 on death.

## **16 ELECTRONIC COMMUNICATIONS**

**16.1** Where under these Rules a document, including a proxy form, needs to be signed by a Member or other person and it is in electronic form, the Committee may, if it chooses, disapply the requirement for a signature or require the communication in electronic form to incorporate the electronic

signature or personal identification details of that Member or other person in the form approved by the Committee.

**16.2** A notice may be served by the Club upon any Member by electronic communication.

**16.3** Any Member who notifies the Club of an address to which the Club may send electronic communications shall be treated as having agreed to receive notice and other documents from the Club by electronic communication.

**16.4** If a Member notifies the Club of their email address the Club may send the Member the notice or other documents by publishing the notice or other document on a website and notifying the Member by email that the notice or other document has been published on the website.

## **17 CREST AND COLOURS**

**17.1** The colours of the Club shall be black, silver and maroon and may be worn in tie or other form by all Members.

**17.2** The registered crest of the Club shall be a Somerset Dragon enclosed in a circle and surrounded by the words 'Somerset County Cricket Club'.

## **18 ADDITIONS AND AMENDMENTS TO RULES**

**18.1** Subject to Rule 18.2 no alteration, addition or amendment to these Rules shall be effective unless passed by a resolution supported by a majority of two thirds of the votes cast in person or by proxy at a General Meeting. The Chairman of any such meeting may accept at the meeting any minor amendment(s) to the proposals if, in their absolute discretion, such amendment would clarify or assist the proceedings and is accordance with the wishes of the Members.

**18.2** The Committee unless specifically provided otherwise herein shall have power to determine any question that may arise on the construction of these Rules and to pass by simple majority temporary rules dealing with any matter not covered by these Rules. Any such temporary rules shall cease to have effect after the next Annual General Meeting unless adopted at that Annual General Meeting by the Members.

## **19 DISSOLUTION**

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

**19.2** The Club may be wound up either compulsorily or by order pursuant to the Insolvency Act 1986 or voluntarily by resolution of the Members (passed by a majority of two thirds of the Members voting thereon) as if the Club were a company within the meaning of the Insolvency Act 1986.

**19.3** In the event of a dissolution or winding up, the property of the Club, after the discharge of all liabilities, shall not be distributed amongst the Members but shall be transferred in the furtherance of the Club's objects to some other institution having objects similar to or comparable with the objects of the Club, or insofar as property is not transferred, shall be held for charitable purposes.

**20 INDEMNITY**

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

**21 MISCELLANEOUS**

**21.1** Proper books of account shall be maintained in accordance with the Act and the Honorary Treasurer shall prepare the Annual Accounts and Balance Sheet of the Club to 30 September in each year which shall after audit be circulated to Members with the notice of the Annual General Meeting.

**21.2** In these Rules words importing the masculine shall include the feminine and the singular shall include the plural.

Name:.....  
(Chief Executive)

Signature:.....

Name:.....

Signature:.....



**(Member)**

**Name:.....**

**(Member)**

**Signature:.....**

**Name:.....**

**(Member)**

**Signature:.....**