

COMPANIES ACT 2014

COMPANY LIMITED BY GUARANTEE

CONSTITUTION

OF

THE LEINSTER CRICKET UNION COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

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1. The name of the Company is The Leinster 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 promote, foster and organise the playing of cricket in the province of Leinster.
 4. The subsidiary objects of the Company, which are exclusively subsidiary and ancillary to the main object set out above and are to be used only for the attainment of the main object, are the following:
 - (i) To be committed to ensuring a safe environment for the playing of cricket in accordance with public policy and statutory requirements.
 - (ii) To develop and implement plans, policies, and strategies for the development and promotion of cricket in Leinster at all levels.
 - (iii) To provide leadership to the cricket community and co-ordinate the activities of clubs engaged in the playing of cricket in Leinster.
 - (iv) To organise matches and tournaments in Leinster and elsewhere, including the development and management of programmes of matches for teams representing Leinster, the organising of matches and tournaments in Leinster, and the organisation of interprovincial and club competitions.
 - (v) To develop and produce developmental, technical, educational and promotional publications, resources and programmes for players, coaches and officials.
 - (vi) To develop and produce programmes for grounds and facilities in Leinster.

- (vii) To enable Leinster teams to compete to the highest level and to develop the performance of players and officials to the highest level.
 - (viii) To ensure that cricket complies with all relevant statutory requirements.
 - (ix) To obtain adequate and secure financial resources for cricket in Leinster.
 - (x) To seek grants, sponsorship, broadcasting and other sources of revenue.
 - (xi) To develop and implement high performance programmes for players and sports science and sports medicine programmes.
 - (xii) To authorise, at its discretion, members of teams and individuals who have been selected or approved to compete in national and cricketing international events.
 - (xiii) To authorise players to take part in events in Leinster.
 - (xiv) To send or approve invitations to other bodies, teams, counties, and provinces to take part in cricket matches and championships in Leinster.
 - (xv) To represent Leinster through membership of the National and international cricketing bodies, and to discharge all the duties and responsibilities of membership of such bodies.
 - (xvi) To develop partnerships with cricket bodies and national governing bodies of cricket in Ireland and in other countries.
 - (xvii) To work with other provincial unions and other stakeholders on the management and promotion of cricket.
 - (xviii) To develop and prescribe bye laws, rules, regulations and procedures for the management of all aspects of cricket in Leinster.
 - (xix) To implement and manage databases and systems of players, officials, coaches and managers.
5. The following shall be the powers of the Company and to be exercised in furtherance of its objects:
- (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 (other than a director of the Company) for the purposes of the Company.
- (e) To open such bank accounts as the Company shall think fit and 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 or 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 the 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 Club affiliated to the Company.
- (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 fulfil 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 the 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 above objects or any of them.

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.

INCOME AND PROPERTY

6. The income and property of the Company shall be applied solely towards the promotion of its main object(s) as set forth in this Constitution. 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 members of the Company. No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the company of:
- a) reasonable and proper remuneration to any member or servant of the Company (not being a Director) for any services rendered to the company;
 - b) interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by Directors or other members of the Company to the company;
 - c) reasonable and proper rent for premises demised and let by any member of the company (including any Director) to the Company;
 - d) reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company;
 - e) fees, remuneration or other benefit in money or money's worth to any Company of which a Director may be a member holding not more than one hundredth part of the issued capital of such Company.

NO ADDITIONS ETC.

7. No addition, alteration or amendment shall be made to the provisions of the main object clause, the income and property clause, the winding up clause, the keeping of accounts clause or this clause of the Constitution 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) the payment of the debts and liabilities of the Company contracted before he or she ceases to be a member, and the costs, charges and expenses of winding up, and

- (b) 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 debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property shall 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 their income and property among their members to an extent at least as great as is imposed on the Company under or by virtue of the Income and Property Clause hereof. Members of the Company shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.
11. Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.

AFFILIATION

12. The Company is affiliated to The Irish Cricket Union CLG as the National Governing Body for cricket in Ireland.

ARTICLES OF ASSOCIATION

DEFINITIONS

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

the Act	the Companies Act 2014.
Associate Member	a group of people organised to play the sport of cricket as a club which is located in the Province which the Board has admitted to play in any Company Competition but which has been admitted as an associate member of the Company.
the Chairperson	means the chair of the Board of Directors elected in accordance with Article 14(a).
Chair of Cricket	the chair of the Company Cricket Committee established in the accordance with the Regulations.
Chair of Finance	the chair of the Company Finance Committee established in accordance with the Regulations.
the Company	The Leinster Cricket Union CLG.
the Directors	the directors for the time being of Company or the Directors present at the meeting of the Board of Directors and includes any person occupying the position of Director by whatever name called.
Full Member	a member of the Company having the rights set out in Article 4.2.
Full Member Club	a group of people so organised to play the sport of cricket and located in the Province admitted to play in a Company adult competition and which has been admitted as a Full Member or is deemed to be a Full Member under Article 4.
Independent Directors	those two persons as nominated by the Nominations Committee in accordance with Article 14(f) and who may include a person or persons who it is considered may bring specialist knowledge or skills to the Board of Directors.
Member	a Full Member or an Associate Member.
month	calendar month.
the Nominations Committee	the committee established by the Directors in accordance with Article 22.
the Office	the registered office for the time being of the Company.
the President	that person who has been elected as President for the time being

the President Elect	that person elected at General Meeting, in accordance with Article 39 and nominated to succeed the President without the further vote.
the Province	the province of Leinster in Ireland.
Regulations	the sets of Regulations covering the day-to-day governance of the Company and or its constituent parts.
the Secretary	that person elected to perform the duties of the Company Secretary.

2. Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same meaning as in the Acts or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

Words importing the singular include the plural and vice versa.

Words importing the masculine gender shall include the feminine gender and vice versa.

- (i) the President;
- (ii) the President Elect;
- (iii) the Chairperson;
- (iv) the Chair of Finance;
- (v) the Chair of Cricket.

3. The Company is established for the purpose expressed in the Memorandum of Association.

MEMBERS

- 4.1 Membership of the Company shall consist of Full Members and Associate Members.
- 4.2 Full Members have the right to receive notice of, and to attend, speak and vote at general meetings of the Company.
- 4.3 Associate Members have the right to receive notice of and to attend at the Autumn General Meeting. They have the right to speak and vote upon such matters at the Autumn General Meeting as they may be permitted to do by the Regulations.
- 4.4 Full Members shall comprise the following:
- (i) Full Member Clubs;
 - (ii) the President;
 - (iii) the President Elect;
 - (iv) the Chairperson;
 - (v) the Chair of Finance;
 - (vi) the Chair of Cricket.
- 4.5 The number of Members with which the Company proposes to be registered is four. The Directors may register an increase in the number of members from time to time. The Members shall not number less than three.

- 4.6 All Clubs which were admitted as members of the Company immediately prior to the date of adoption of these Articles of Association shall be deemed to have become Full Member Clubs upon such date. All Clubs which had the status of Associate Member immediately prior to the date of adoption of these Articles shall be deemed to have become an Associate Member of the Company upon such date.
- 5.1 Any Club which wishes to become a Full Member shall deliver to the Company an application for Full Membership in such form and containing such particulars as the Directors may from time to time determine together with the then current affiliation fee.
- 5.2 A Full Member Club which has been admitted to play in any Company adult competition but which subsequently ceases to participate in any such competition shall cease to be a Full Member Club but shall remain liable for any affiliation fee and for any other moneys that may be due to the Company.
- 5.3 Any Member may be removed from the membership of the Company by a resolution of the Members in General Meeting passed by a majority of not less than 67% of those present and entitled to vote and voting of which not less than fourteen days' notice in writing specifying the intention to propose such resolution and the grounds therefor shall have been given to the Member concerned as well as to all the Members of the Company at which the Member concerned shall have been given an opportunity to be heard on its behalf.
- 5.4 A Member may resign his, her or its membership by serving notice to that effect upon the Directors at the registered office of the Company, such notice to expire no earlier than the date of service of the Notice of Resignation. Any Club which resigns shall remain liable for its affiliation fee for the then current year and shall remain liable for any moneys due to the Company and refund any grant given to such Member by the Company or relieve the Company of any guarantee given in support of the Member.
- 6 Every Member shall be bound to further to the best of its ability the objects and interests of the Company. Every Member shall be bound by the Memorandum and Articles of Association of the Company and the Regulations.

GENERAL MEETINGS

- 7.1 The Company shall hold its Annual General Meetings in each calendar year between 1st February and the 30th April or as near to such dates as circumstances permit. 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 review by the Full Members of the Company's affairs;
 - (c) the election or re-election of Directors where required;
 - (d) the election of the auditors;
 - (e) authorisation to the Directors to fix the remuneration of the auditors; and

- (f) any resolutions in respect of which the due and proper notice shall have been given.
- 7.2 The Company shall hold an Extraordinary General Meeting to be held between 22nd October and the 30th November, or as near to such dates as circumstances permit, in each calendar year (“the Autumn General Meeting”) the business of which shall include the carrying out of any elections as may be required under these Articles and/or the Regulations.
- 7.3 (a) The Directors may, whenever they think fit, convene an Extraordinary General Meeting. If at any time there are not within Ireland sufficient Directors capable of acting to form a quorum, any Director may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors; and
- (b) The Directors of the Company shall, on the requisition of one or more Full 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 Full 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. 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. 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.
- 7.4 At least 21 days’ notice in writing shall be given to all those entitled to receive notice of a general meeting. The notice of a meeting shall specify the place, date and time of the meeting, the general nature of the business to be transacted at the meeting, and in the case of a proposed special resolution, the text or substance of that proposed special resolution. The notice shall be given to all Members and Associate Members, to the Directors and Secretary and to the Auditor (unless the Company has availed itself of the audit exemption under section 360 or 365 of the Act). The notice shall also be given to any such other organization or person(s) as specified, from time to time, by the Directors.
- 7.5 The accidental omission to give notice of a meeting, or the non-receipt of such notice by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

PROCEEDINGS AT GENERAL MEETINGS

- 8.1 The Chairperson shall act as chairperson at General Meetings or if there is no such Chairperson, 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 chair of the meeting.

- 8.2 If within half an hour from the time appointed for the meeting a quorum is not present the meeting, if convened upon the requisition of Full Members, shall be dissolved; in any other case it 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 Full Members may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Full Members present shall be a quorum.
- 8.3 The chairperson of the meeting 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, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of any adjournment or of the business to be transacted at an adjourned meeting.

ATTENDANCE AND VOTING AT GENERAL MEETINGS

- 9.1 The following shall be entitled to attend, speak and vote:
- (i) Full Member Clubs shall have a number of votes equal to the number of adult teams registered in league or cup cricket for the proceeding season. To exercise any right to multiple votes there shall be a separate authorised representative nominated by the Club in attendance in respect of each such vote.
 - (ii) Subject to article 4.3 Associate Members have a number of votes equal to the number of adult teams registered in league or cup cricket for the proceeding season. To exercise any right to multiple votes there shall be a separate authorised representative nominated by the Associate Member in attendance in respect of each such vote.
 - (iii) The persons as set out at sub-paragraphs (ii), (iii), (iv), (v) and (vi) of Article 4 shall have one vote each, and may not also vote as a Club's authorised representative.
- 9.2 No Member shall be entitled to vote at any General Meeting unless all moneys immediately payable by that Member to the Company have been paid.
- 9.3 The following shall be entitled to attend and speak but are not entitled to vote save as provided:
- (a) Directors who are not Members;
 - (b) the authorised delegate of every Associate Member, subject to 9.1 above;
 - (c) the Auditor (if entitled to receive notice of the meeting); and
 - (d) other organisations and persons that have been sent notice of the meeting by the Directors (as per Article 7.4).

- 9.4 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- (a) by the chairperson of the meeting; or
 - (b) be at least three Full Members present; or
 - (c) by any Full Members present and representing not less than one tenth of the total voting rights of all Full Members having the right to vote at the meeting.

Unless a poll is so demanded, a declaration by the chairman of the meeting that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book 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, that resolution. The demand for a poll may be withdrawn.

- 9.5 In the event of a tie in voting the chairperson of the meeting shall have a second or casting vote.

QUORUM AT GENERAL MEETINGS

10. 14 Full Members present shall constitute a quorum at any general meeting. Only one authorised representative of a Club shall be counted in a quorum.

VOTES OF MEMBERS

11. An authorised representative of a Club shall be entitled to exercise the same powers on behalf of the Club as that Club could exercise if it were an individual member of the Company. The chairperson of a meeting may require a person claiming to be an authorised representative to produce such evidence of the person's authority as the chairperson may reasonably specify and, if such evidence is not produced, the chairperson may exclude such person from the meeting.
12. A Member other than a Club may appoint a proxy to attend and vote in his/her place.

DIRECTORS

13. The number of the Directors shall be not more than 11. There shall be a minimum of 3 and a maximum of 11 Directors.
14. The Board of Directors shall be comprised as follows:
- (a) the Chairperson who shall be nominated by the Nominations Committee subject of the approval of the Company in general meeting
 - (b) the President for the time being;
 - (c) the Secretary elected by the Company in General Meeting;

- (d) Chair of Finance elected by the Company in General Meeting;
- (e) four persons elected by the Company in General Meeting;
- (f) two persons nominated by the Nominations Committee in accordance with Article 24 (the Independent Directors) and approved by the Company in General Meeting excluding the Chairperson who is the subject of paragraph (a) of this article; and
- (g) Chair of Cricket elected by the Company in General Meeting;-

In the event that not sufficient nominations are received to complete the Board of Directors then the Directors may appoint persons to serve in the relevant posts of the Company that have not been filled.

- 15. (a) At a General Meeting of the Company the President of the Company (or any successor appointed by the Directors to fill a vacancy in that office) shall resign and the person elected to the office of President Elect in the previous year shall succeed him/her.
 - (b) At a General Meeting of the Company the Secretary of the Company (or any successor appointed by the Directors to fill a vacancy in that office) shall resign and an election for the appointment of the Secretary shall take place.
 - (c) At a General Meeting of the Company the Chair of Finance of the Company (or any successor appointed by the Directors to fill a vacancy in that office) shall resign and an election for the appointment of the Chair of Finance shall take place.
 - (d) Subject to the provisions of this Article 15 the Chairperson, the Secretary, the Chair of Finance and the Chair of Cricket shall each be appointed to that office for a term ending two years following their appointment under this Article whereupon they shall automatically retire and shall be eligible for re-election up to a maximum of three consecutive terms
16. The Directors elected pursuant to Article 14 (e) and (f) shall be appointed to that office for a term ending two years following their appointment whereupon they shall automatically retire and shall be eligible for re-election for up to two further terms ending in each case two years following their re-election.
17. The Company may from time to time by ordinary resolution increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office.
18. No remuneration shall be payable under any circumstances to any of the Directors in respect of his/her services as Director or on any committee of the Directors.

19. The Directors may from time to time make, vary and repeal Regulations for the regulation of the affairs of the Company and the conduct of its officers, servants and members, and such Regulations may prescribe the fees or subscription to be paid by Members and Associate Members and the privileges to be enjoyed by any Member, provided that no Regulations shall be made which is inconsistent with the provisions of the Act or the Memorandum and Articles of Association 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.
20. 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/her.
21. 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.
22. Directors may not appoint any person as their alternate or their proxy to attend or vote at Directors meetings in their place.

NOMINATIONS COMMITTEE

23. 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 Chairperson may be a member of the Nominations Committee. The Nominations Committee may include members from outside cricket administration.
24. The Nominations Committee may consult as widely as possible, including with the Sport Ireland and other stakeholders in Leinster cricket, and the governing bodies of other sports, in its quest for suitable nominees.
25. The Nominations Committee shall have the purpose of nominating two persons for the office of Director in accordance with Article 14(f) (the Independent Directors) and also the Chairperson in accordance with Article 14(a).
26. 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.

DISQUALIFICATION OF DIRECTORS

27. In addition to the cases provided by section 148 of the Act, the office of Director shall be vacated if:
- (a) the Director holds any office or place of profit under the Company; or
 - (b) the Director fails to attend 3 consecutive meetings of the Directors or 60% of meetings in a calendar year unless the Directors determine otherwise; or
 - (c) the Director is convicted of an indictable offence unless the Directors otherwise determine.

CONFLICT OF INTEREST

28. 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/her 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/she 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/she 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.
29. A copy of every declaration made and notice given pursuant to Article 27, 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.
30. It shall be the duty of a Director who is directly associated with a Member or 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.

PROCEEDINGS OF DIRECTORS

31. 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).

31.1 If at any meeting the Chairperson is not present within 15 minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairperson of the meeting.

31.2 The Directors shall cause minutes to be made in books provided for the purpose:

- (a) of all appointments of officers made by the Directors;
- (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
- (c) of all Resolutions and proceeding at all meetings of the Company and of the Directors and of Committees of Directors.

31.3 For the purpose of these Articles, the contemporaneous linking together by telephone or other means of electronic communication of a number of Directors not less than the quorum shall be deemed to constitute a meeting of the Directors, and all the provisions in these Articles as to meetings of the Directors shall apply to such meetings, provided that:

- (i) each of the Directors taking part in such a meeting must be able hear, and speak to, each of the other Directors taking part; and
- (ii) at the commencement of such a meeting each Director must acknowledge his/her presence and that he/she accepts that the proceedings will be deemed to be a meeting of the Directors.

32. 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/she or any of the Directors was disqualified, be as valid as if every such person had been duly appointed.

33. 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/her office only until the next Annual General Meeting but shall be eligible for re-election.

SECRETARY

- 34 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.

PRESIDENT

- 35 The office of President shall be for a term of one year or season. The President shall be a Director of the Company during the term of his/her office as President.
- 36 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 on which the term of office would have expired but for the casual vacancy.

PRESIDENT ELECT

- 37 At a General Meeting of the Company following the end of each cricket season the Members shall elect a President Elect who shall hold office from the date of such meeting until the date of the General Meeting when he/she shall succeed the outgoing President. A simple majority of those present and voting at any such General Meeting shall be required to elect the President Elect.

NOTICES

- 38 A notice may be given by the Company to any Member by sending it by post to its registered address, or by sending it by e-mail to the address provided by the Member. The written consent of the member to the serving or giving of notices by electronic means is not required. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 72 hours after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post. Where a notice is sent by e-mail, service of the notice shall be deemed to be effected by properly addressing and sending a message containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the message containing the same is sent and in any other case at the time at which the message would be delivered in the ordinary course of e-mail.

GENERAL

- 39 The Directors may determine disciplinary regulations and in doing so will consider advice from the Cricket Committee, and the rules of such competitions as are within the control of the Company. These shall be sent to each participating Member in Leinster and shall bind all officials and members of participating teams and squads, and all persons (including teams selected by other persons, clubs /bodies or Provincial Unions) engaged in matches or other events organised by or under the auspices of the Company.

- 40 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 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.
- 41 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*.
- 42 The International Cricket Council Anti-Racism Code shall apply to all matches played under the auspices of the Company.

INDEMNITY

- 43 Subject to the provisions of and so far as may be permitted by the Acts and the law, every Director, Company Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him/her in the execution and discharge of his/her duties or in relation thereto including (without prejudice to the generality of the foregoing) any liability incurred by him/her in defending any proceedings, civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted by him/her as an officer or employee of the Company and in which judgment is given in his/her favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his/her part) or in which he/she is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him/her by the Court.
- 44 Subject to the provisions of the Acts and the law, the Directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors or officers of the Company including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in good faith in the actual or purported execution or discharge of their duties or in the exercise or purported exercise of their powers or otherwise in connection with their duties, powers or offices.

AMENDMENT

- 45 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.
- 46 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.

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

1. Derek Dockrell
70 Frankfort Avenue
Dublin 6
D06 A6X2
Registered Architect
2. Henry Vincent Tighe
45 Sandymount Avenue
Dublin 4
Retired Solicitor
3. Edward William Lewis
68 Serpentine Avenue
Ballsbridge
Dublin 4
Lecturer/Consultant
4. Mary Sharp
20 Dornden Park
Booterstown
Co. Dublin
University Assistant Professor

Dated this 29th day of May 2017

Witness to the above signatures: - P. Smith

Address of the witness
23, Granville Road
Dun Laoghaire
Co Dublin.