

THE COMPANIES ACTS 1985 AND 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF DEVON CRICKET BOARD LIMITED

COMPANY NAME

1. The Company's name is Devon Cricket Board Limited.

REGISTERED ADDRESS

2. The Registered Office is situated in England and Wales.

OBJECTS

3. The Company's objects (**Objects**) are to:
 - (a) acquire and take over all or any part of the assets and liabilities of the present unincorporated body known as Devon Cricket Board;
 - (b) be the local governing body for cricket in Devon and in discharging this role to adapt and adopt local policies, interpret and adhere to national directives and the rules, regulations, policies and procedures of the England and Wales Cricket Board (**ECB**);
 - (c) be affiliated as a full member to the ECB and to exercise fulfil and exploit all rights and responsibilities arising therefrom in the interests of the playing and development of cricket in Devon;
 - (d) actively govern encourage and promote the playing and development of the game of cricket at all levels and age groups in Devon and in so doing to promote excellence in playing, coaching and the provision of playing facilities for cricket in Devon;
 - (e) encourage the upholding of the traditions and standing of the game of cricket in accordance with both the laws of cricket and the "spirit of cricket";
 - (f) represent the views of the Company and the interests of its members at both regional and national levels and with appropriate bodies, and provide effective channels of communication on behalf of those playing cricket in Devon with those other levels and organisations;

- (g) co-ordinate the activities of all cricketing bodies and other appropriate and related agencies within the County of Devon;
- (h) determine policies for the development of cricket in Devon in accordance with national, regional and local priorities and available resources;
- (i) prepare, approve, implement and periodically review and revise as appropriate a Development Plan for cricket in Devon in accordance with any national strategy for the development of the game;
- (j) support and develop players in order to encourage selection and representation of Devon cricketers at county, regional and national levels;
- (k) adopt, implement and support policies to ensure the welfare of young people playing cricket throughout all cricket agencies in Devon.

4. In furtherance of the Objects but not otherwise the Company may exercise the following powers:-

- (a) to draw make accept discount execute and issue promissory notes bills cheques and other instruments and to operate bank accounts in the name of the Company;
- (b) to raise funds and to invite and receive contributions from any person or persons by way of grant, sponsorship, subscription, donation or otherwise;
- (c) to buy, take on lease or licence or in exchange, hire or otherwise acquire any property and to construct alter or develop any buildings erections gardens or other landscaped areas which the Company may think necessary for the provision of its Objects and to equip any property for its use;
- (d) to purchase hire make or provide and maintain all kinds of equipment which may be used by the Company in the furtherance of its Objects;
- (e) to sell, lease or otherwise dispose of all or any part of the property belonging to the Company;
- (f) to borrow money and to charge the whole or any part of the property belonging to the Company as security for repayment of the money borrowed;
- (g) to lend money and give credit to take security for such loans or credit from and to guarantee and become or give security for the performance of contracts and obligations by any person company or any unincorporated association;
- (h) to set aside income as a reserve against future expenditure of the Company;

- (i) to employ and remunerate such staff as are necessary for carrying out the work of the Company. The Company may employ or remunerate a Director only to the extent it is permitted to do so by clause 8 and provided it complies with the conditions in that clause;
- (j) to:
 - i. deposit or invest funds;
 - ii. employ a professional fund manager; and
 - iii. arrange for the investments or other property of the Company to be held in the name of a nominee;
- (k) to provide indemnity insurance for the Directors or any other officer of the Company in relation to any such liability as is mentioned in clause 5 of this Memorandum, but subject to the restrictions specified in clause 6 of the clause;
- (l) to pay out of the funds of the Company the costs of forming and registering the Company;
- (m) to cooperate with other cricket boards, the ECB and any other charities voluntary bodies and statutory authorities and to exchange information and advice with them;
- (n) to subscribe to become a member of or amalgamate with any other organisation institution society or body not formed or established for the purpose of profit (whether incorporated or not and whether or not in the United Kingdom) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of clause 9 hereof and to purchase or otherwise acquire and undertake all such part of the property assets liabilities and engagements as may lawfully be acquired or undertaken by the Company of any such organisation institution society or body;
- (o) to apply for, register, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licenses, secret processes, trade marks, designs, protections, concessions and generally intellectual property or rights and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in

- experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;
- (p) subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority (supreme, municipal, local or otherwise) in any part of the world;
 - (q) to enter into any partnership or joint venture or to cooperate with any other company or person carrying on or engaged in any operation capable of being conducted so as to directly or indirectly benefit the Company;
 - (r) to do all such other lawful things as are necessary for the achievement of the Objects.
5. The liabilities referred to in clause 4(k) are:
- (a) any liability that by virtue of any rule of law would otherwise attach to a director of a Company in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Company;
 - (b) the liability to make a contribution to the Company's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).
6. (a) The following liabilities are excluded from clause 4(k):
- (i) fines;
 - (ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director or other officer;
 - (iii) liabilities to the Company that result from conduct that the Director or other officer knew or must be assumed to have known was not in the best interests of the Company or about which the person concerned did not care whether it was in the best interest of the Company or not.
- (b) There is excluded from clause 4(k) any liability to make such a contribution where the basis of the Director's liability is his or her knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that

there was no reasonable prospect that the Company would avoid going into insolvent liquidation.

7. The income and property of the Company shall be applied solely towards the promotion of the Objects.
8. (a) A Director is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Company.
(b) Subject to restrictions in clause 6 a Director may benefit from indemnity insurance cover purchased at the Company's expense.
(c) A Director may receive an indemnity from the Company in the circumstances specified in Article 27.
9. None of the income or property may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Company. This does not prevent a member who is not also a Director receiving reasonable and proper remuneration for any goods or services supplied to the Company.
10. No Director may:
 - (a) buy goods or services from the Company;
 - (b) sell goods, services or any interests in land to the Company;
 - (c) be employed by or receive any remuneration from the Company;
 - (d) receive any other financial benefit from the Company;Unless the payment is permitted by clause 11, does not exceed an amount that is reasonable in all the circumstances, and does not result in a majority of the Directors having received a financial benefit from the Company.
11. (a) A director may receive reasonable and proper remuneration for any goods or services supplied to the Company;
(b) A director may receive interest on money lent to the Company at a reasonable and proper rate which must be 2% (or more) per annum above the base rate of a clearing bank to be selected by the Directors;

- (c) A Director may receive rent for premises let by the Director to the Company if the amount of the rent and the other terms of the lease are reasonable and proper and provided that such a Director shall withdraw from any meeting at which such a proposal for the rent or other terms of the lease are under discussion;
- (d) The Directors may arrange for the purchase, out of the funds of the Company, of insurance designed to indemnify the Directors.

12 The employment or remuneration of a Director includes the engagement or remuneration of any firm or Company in which the Director is:

- (i) a partner;
- (ii) an employee;
- (iii) a consultant;
- (iv) a director; or
- (v) a shareholder, unless the shares of the Company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.

13. If a conflict of interest arises for a director because of a duty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in this Memorandum or the Articles, the unconflicted directors may authorise such a conflict of interests where the following conditions apply:

- (a) the conflicted Director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- (b) the conflicted Director does not vote on any such matter and is not to be counted when considering whether a quorum of Directors is present at the meeting;
- (c) the unconflicted Directors consider it is in the interests of the Company to authorise the conflict of interests in the circumstances applying.

14. The liability of the members is limited.

15. Every member promises, if the Company is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £10.00) as may be demanded of him or her towards the payment of the debts and liabilities of the Company incurred before he or she

ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

- 16 The members of the Company may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred in any of the following ways:
 - (i) directly for the Objects;
 - (ii) by transfer to any company or companies or unincorporated association(s) for purposes similar to the Objects; or
 - (iii) to any company or unincorporated association(s) for use for particular purposes that fall within the Objects.

- 17 Subject to any such resolution of the members of the Company, the directors of the Company may at any time before and in expectation of its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Company be applied or transferred:
 - (i) directly for the Objects;
 - (ii) by transfer to any company or companies or unincorporated association(s) for purposes similar to the Objects; or
 - (iii) to any company or unincorporated association(s) for use for particular purposes that fall within the Objects.

- 18 In no circumstances shall the net assets of the Company be paid to or distributed among the members of the Company.

We, the persons whose names and addresses are written below, wish to be formed into a Company under this Memorandum of Association.

Signatures, names and addresses of subscribers:

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Dated:

Witness to the above signatures:

Address:
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Occupation: