

REPUBLIC OF SOUTH AFRICA

COMPANIES ACT, 1973

**ARTICLES OF ASSOCIATION OF A COMPANY NOT HAVING A
SHARE CAPITAL NOT ADOPTING SCHEDULE 1**

(Section 60(1); Regulation 18)

Registration No of Company

2000/012072/08

Name of company :

BORDER CRICKET

(Association incorporated under Section 21)

A.

The articles of Table A contained in Schedule 1 to the Companies Act, 1973, shall not apply to the company.

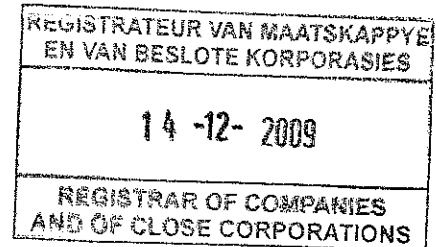
B.

The Articles of the company are as follows -

1. **INTERPRETATION**

In these Articles, unless the context otherwise requires –

- 1.1. **"Address"** shall include in regard to Electronic Post, any address furnished by the Member for such purpose;
- 1.2. **"Annual General Meeting"** means the annual general meeting of the company in accordance with section 179 of the Companies Act;
- 1.3. **"Articles"** means the Articles of Association of the company;
- 1.4. **"Associates"** means those listed in Article 1.16.3;
- 1.5. **"the Board"** means the Board of directors of the company as per Article 9;
- 1.6. **"Business day"** means any day other than Saturdays, Sundays or public holidays in the Republic;
- 1.7. **"CEO"** means the Chief Executive Officer of the company, who has been appointed to attend to the day-to-day management of the company;
- 1.8. **"CFO/Finance Manager"** means the Chief Financial Officer of the company, who has been appointed to attend to, *inter alia*, the management of treasury, financial management, accounting and information services of the company;
- 1.9. **"Chairman of Finance Committee/Treasurer"** means the office bearer elected in accordance with Article 4;
- 1.10. the **"Companies Act"** means Act 61 of 1973, as amended or any Act which replaces it;
- 1.11. **"Director or Directors"** means those persons nominated, elected and appointed as such in terms of Article 10;
- 1.12. **"Electronic Post"** means electronic post as contemplated in the Companies Act;



- 1.13. **"General Meeting"** means any general meeting, other than the Annual General Meeting, and will include general meeting, special general meeting and extra-ordinary general meeting;
- 1.14. **"In Writing"** includes, to the extent that the directors so resolve, Electronic Post but as regards any Member and/or Director, only to the extent that such Member and/or Director has notified the company of an Address to be used for the purposes of Electronic Post;
- 1.15. **"Independent Director"** means a non-executive director -
- 1.15.1. who is not a representative of the Members;
 - 1.15.2. who has the ability to control or significantly influence management;
 - 1.15.3. has not been employed by the company, or the group (if any) of which it currently forms part, in any executive capacity for the preceding 3 (three) financial years;
 - 1.15.4. is not a member of the immediate family of an individual who is, or has been in any of the past 3 (three) financial years, employed by the company or the group (if any) in an executive capacity;
 - 1.15.5. is not a professional advisor to the company or the group (if any), other than in a director capacity;
 - 1.15.6. is not a significant supplier, sponsor or customer of the company or group (if any);
 - 1.15.7. has no significant contractual relationship with the company or group (if any); and
 - 1.15.8. is free from any business or other relationship that could be seen to materially interfere with the individual's capacity to act in an independent manner;
- 1.16. **"Members"** means the bodies that represent and serve as the respective custodians of amateur cricket in the provincial structures as determined by the member body from time to time and which currently comprises of –
- 1.16.1. the Border regions, being Alice, Healdtown, Middeldrift, Peddie, King Williams Town, East London East, East London West and Queenstown, which shall be entitled to 1 (one) vote each;

- 1.16.2. The official Super League Competition of the company, which shall be entitled to 1 (one) vote; and
- 1.16.3. the Associates, being :
 - 1.16.3.1. Border Schools Cricket Association, which shall be entitled to 1 (one) vote;
 - 1.16.3.2. Border Cricket Umpires Association, which shall be entitled to 1 (one) vote;
 - 1.16.3.3. Border Women's Cricket Association, which shall be entitled to 1 (one) vote;
 - 1.16.3.4. Border Rural Cricket Association, which shall be entitled to 1 (one) vote;
 - 1.16.3.5. Border Scorers Association, which shall be entitled to 1 (one) vote; and
 - 1.16.3.6. Border Association for Disabled Cricket, which shall be entitled to 1 (one) vote;
- 1.17. **"Memorandum"** means the Memorandum of Association of the company;
- 1.18. **"Office Bearers"** means the President, the Vice-President, the Chairman of Finance Committee/Treasurer of the company elected and appointed in accordance with Article 4;
- 1.19. **"President"** means the office bearer elected in accordance with Article 4;
- 1.20. **"Profits"** includes revenue and capital profits;
- 1.21. **"Register"** means the register of Members kept in terms of the Statutes;
- 1.22. the **"Republic"** means the Republic of South Africa;
- 1.23. the **"Statutes"** means the Companies Act, and any and every other statute or ordinance from time to time in force concerning companies and necessarily affecting the company;
- 1.24. **"Team"** means a cricket team that participates in a minimum of 10 (ten) matches in the Border Cricket Official League fixtures, during the past season. Provided that in the event of a match being "rained out", or points forfeited by the opposition it will count as a match being played by the Team;

- 1.25. **"Vice-President"** means the office bearer elected in accordance with Article 4;
- 1.26. references to Members represented by proxy shall include Members represented by an agent appointed under a general or special power of attorney and references to Members present or acting in person shall include corporations represented or acting in the manner prescribed in the Statutes;
- 1.27. expressions defined in the Companies Act, or any statutory modification thereof, shall have the meanings so defined;
- 1.28. words in the singular number shall include the plural and words in the plural number shall include the singular, words importing the masculine gender shall include females, and words importing persons shall include created entities (corporate or not);
- 1.29. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.30. expressions defined in these Articles shall bear the same meanings in schedules or annexures to these Articles which do not themselves contain their own definitions;
- 1.31. if any term is defined within the context of any particular Article in these Articles, the term so defined, unless it is clear from the Article in question that the term so defined has limited application to the relevant Article, shall bear the meaning ascribed to it for all purposes in terms of these Articles, notwithstanding that that term has not been defined in this interpretation clause;
- 1.32. any reference in this agreement to any other agreement or document shall be construed as a reference to such other agreement or document as same may have been, or may from time to time be, amended, varied, novated or supplemented;
- 1.33. the rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply to these Articles.

2. **PRELIMINARY**

- 2.1. Whereas the exigencies of business and the former Income Tax dispensation, for amateur sport in South Africa, called for a division of amateur cricket from professional cricket, which division was duly implemented, amendments to this dispensation now allow for the administration of cricket to be managed in a single entity.

- 2.2. The stakeholders of cricket have accordingly resolved that the two disciplines of amateur and professional cricket should henceforth be merged and administered by a single entity, namely an Association Incorporated under Section 21 of the Companies Act.
- 2.3. If the provisions of these Articles are in any way inconsistent with the provisions of the Statutes, the provisions of the Statutes shall prevail, and these Articles shall be read in all respects subject to the Statutes.
- 2.4. Notwithstanding the omission from these Articles of any provision to that effect, the company may do anything which the Companies Act empowers a company to do if so authorised by its articles of association.
- 2.5. The company will be regarded as a limited interest company.

3. **PUBLIC COMPANY**

The company is an association incorporated under Section 21.

4. **OFFICE BEARERS**

- 4.1. The Office Bearers, who have been nominated by the Members, will be elected and appointed by the Members of the company at the Annual General Meeting. The appointments of Office Bearers (in anticipation of the conversion of the company) will be those who were nominated and elected by the Members. The terms of appointment of the aforesaid Office Bearers will be until the second Annual General Meeting of the company (after the conversion), being the Annual General Meeting in 2011.
- 4.2. An Office Bearer shall not be entitled to hold a position (whether in an executive or non-executive capacity) during their term of office, to serve in any capacity on any Member board or council, whether it being amateur or professional cricket.
- 4.3. The Office Bearers will serve for a 3 (three) year term, effective from the date of the Annual General Meeting at which they were appointed: provided that they shall not be entitled to serve for longer than 2 (two) consecutive terms.
- 4.4. Each Member shall be entitled to nominate a President, a Vice-President and Chairman of Finance Committee/Treasurer: provided that a nomination will be seconded by another Member.
- 4.5. Written nominations for the appointments of the Office Bearers will be submitted to the CEO, by the Members, not less than 14 (fourteen) business days prior to the date of the holding of

the Annual General Meeting. Such nominations must contain a written acceptance by the candidate so nominated.

- 4.6. The Office Bearers may be removed during their term by the Members at a General Meeting held in accordance with the provisions of these Articles, subject to the approval of 12 (twelve) Members or 80% (eighty per cent) of the votes of the Members.
- 4.7. The appointment provisions as referred to in Articles 4.1, 4.3 and 4.5 shall be effective from the date of the conversion of the company to a section 21 company. The aforesaid appointments will be deemed to be valid and effective until the 2nd (second) Annual General Meeting after such appointments. Subsequent nominations, elections and appointments of Office Bears will follow the processes and procedures as contained in these Articles.
- 4.8. The voting for Office Bearers will take place by secret ballot.
- 4.9. In the event of only 1 (one) nomination for an Office Bearer position, such position will be regarded as uncontested and the person nominated will be deemed as elected and appointed.
- 4.10. In the event of 2 (two) nominations being received for an Office Bearer position, such election shall be by simple majority.
- 4.11. In the event of more than 2 (two) nominations being received for an Office Bearer position, the following procedure shall apply -
 - 4.11.1. should any 1 (one) candidate attract more than 50% (fifty per cent) of the total votes and such candidate has the greatest number of votes, he shall be declared elected;
 - 4.11.2. should no candidate attract more than 50% (fifty per cent) of the total votes, the 2 (two) candidates who have received the greatest number of votes shall proceed to a new ballot; and
 - 4.11.3. the candidate who receives the greatest number of votes in the latter ballot shall be declared elected.

5. MEMBERS

- 5.1. The membership of the company shall consist of those listed in Article 1.16, who will be known as the Members.
- 5.2. The following provisions shall apply with regard to an application for membership :-

- 5.2.1. the application shall be in writing, accompanied by a remittance of such amount as the Board may from time to time resolve, a copy of its constitution, or its memorandum and articles of association, a copy of its financial statements, a list of officials and cricket affairs under its jurisdiction and such other or further information as may be required by the company; and
 - 5.2.2. any application for affiliation or association shall be considered at an Annual General Meeting or at any postponed Annual General Meeting and the application must be received by the CEO at least 30 (thirty) business days prior to the date of the Annual General Meeting and shall be subject to the approval of 2/3 (two thirds) of the Members.
- 5.3. The annual general meetings of the Members must be held prior to the date of the Annual General Meeting of the company.
- 5.4. The company may terminate the membership of a Member at an Annual General Meeting, acting on the recommendation of the Board or suspend the Member for a specific or indefinite period, or withhold funds due to the Member or alternatively, terminate the affiliation or association of such Member, provided that -
 - 5.4.1. the termination or suspension, or withholding of funds, shall be subject to the approval of 2/3 (two thirds) of the total votes of the Members;
 - 5.4.2. the termination or suspension shall not in any way extinguish any financial liability the Member has to the company;
 - 5.4.3. the termination shall, or in the case of suspension, the suspension shall, during the period thereof result, *ipso facto*, in the forfeiture of all rights of payment, distribution or participation in the competitions, assets, income, sponsorships or monies of the company; and
 - 5.4.4. the principles of natural justice shall always prevail.
- 5.5. Life membership may be conferred on any person by the company who is considered worthy of the honour and who has given outstanding service to cricket. Life members will be entitled to receive notice of and attend the Annual General Meeting, however, will not be entitled to any votes. Nominations for such life members shall be submitted to the CEO, not less than 14 (fourteen) business days prior to the date of the Annual General Meeting, for consideration by the Members and shall be approved by a simple majority in number.

- 5.6. The liquidator of an insolvent Member or the trustee of an insolvent Member shall not become a Member of the company as a result of their appointments as liquidator or trustee. Such Member shall *ipso facto* cease for all purposes to be a Member of the company.
- 5.7. A Member shall *ipso facto* cease to be a Member of the company if -
- 5.7.1. being a body corporate, an order for the final winding-up or judicial management of the Member is granted or a special resolution for the winding-up of the Member is duly passed and registered in terms of the Companies Act; or
 - 5.7.2. it is removed as a Member by a majority of the Members or Directors of the company; or
 - 5.7.3. its membership is terminated pursuant to the provisions of Article 5.4; or
 - 5.7.4. by notice In Writing to the company it resigns as a Member.
- 5.8. Members who, having agreed to be bound by the terms of the Memorandum and Articles of the company and having been admitted to membership, shall each pay an annual contribution/subscription as determined by the Board from time to time.
- 5.9. Any Member who has failed to pay the subscription in terms of Article 5.8 shall not be entitled to attend (whether by representation or not) the Annual General Meeting or a General Meeting, nor shall it be allowed to take part in any competition conducted under the auspices of the company unless it has fully paid any current or arrear subscriptions.
- 5.10. All membership subscriptions shall become due and payable in advance on the 1st day of May in each year. Failure to renew subscription within 90 (ninety) clear days from due date shall terminate membership.

6. MEETINGS OF MEMBERS

- 6.1. The company, at such times as are in the Statutes prescribed, shall hold Annual General Meetings and General Meetings of Members to be known and described as such in the notices calling such meetings. The Annual General Meeting of the company will not be held later than 30 September of each year.
- 6.2. The CEO may convene the Annual General Meeting and any other General Meetings of the company. Any General Meeting may also be convened on a written requisition by at least 6 (six) Members of the company having, at the date of the lodgement of the requisition, a

right to vote at general meetings of the company or, in default, may be convened by the requisitionists as provided by and subject to the provisions of the Statutes.

- 6.3. Every meeting of Members shall, unless otherwise resolved by the Members, be held in locations as suggested by the CEO: provided that the Members shall meet at least 2 (two) times a year, which includes the Annual General Meeting.
- 6.4. An Annual General Meeting and any General Meeting, which requires the passing of a special resolution as contemplated in the Companies Act, shall be called by 21 (twenty one) clear days' notice In Writing at the least. Meetings of the company, other than Annual General Meeting or a General Meeting for the passing of a special resolution (in accordance with the provisions of the Companies Act), shall be called by 14 (fourteen) clear days' notice In Writing at the least. Provided that the CEO has taken reasonable steps to give notice of a meeting, the accidental omission to give and/or the accidental giving of a defective notice (provided that by reason of such defect it is not misleading) of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting. The notices of meetings shall contain the business to be considered at such meeting.
- 6.5. The company shall invite to its Annual General Meetings and General Meetings of Members, the Office Bearers and the CEO. These representatives are jointly referred to as the "non-members" representatives. The purpose and objective of including non-members representatives at meetings shall be to provide input to the Members on all aspects affecting their representations and to obtain views and recommendations on any matters affecting the company in the achievement of its objectives, goals and policies.
- 6.6. Only Members will be entitled to vote at Annual General Meetings and General Meetings of the company.

7. PROCEEDINGS AT MEETINGS OF MEMBERS

- 7.1. All business that is transacted at the Annual General Meeting, with the exception of the confirmation of the minutes of the previous Annual General Meeting, consideration of the audited financial statements, the annual report, the election of auditors and Directors (when necessary) and the fixing of the remuneration of the auditors and Directors, shall be deemed to be special business.
- 7.2. Business which will be transacted at a General Meeting shall be, *inter alia*, the consideration and formulation of policy, the consideration and approval of the Board's business plan and strategy, the establishment of relationships with external stakeholders, the appointment of

Directors (other than those elected at the Annual General Meeting) and the removal of Directors.

- 7.3. Business may be transacted at any meeting of Affiliate Members only while a quorum is present.
- 7.4. Save as herein otherwise provided, the quorum at a meeting of Members, where no special resolution is proposed, shall be a majority of the Members entitled to vote, personally present, or if a Member is a body corporate, represented: provided that the quorum at a meeting of Members where a special resolution is proposed, shall be 67% (sixty seven per cent) of Members entitled to vote, personally present, or if a Member is a body corporate, represented: provided that at least 10 (ten) Members entitled to vote, shall be personally present, or if the Member is a body corporate, represented.
- 7.5. If within 30 (thirty) minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of 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, if that day be a public holiday, to the next succeeding day other than a public holiday, and if at such adjourned meeting a quorum is not present within 30 (thirty) minutes from the time appointed for the meeting then the Members or a Member present shall be a quorum.
- 7.6. The chairperson of the Members' meetings shall be the President, who shall hold office for his term, but if at any meeting the chairperson so elected is not present within 15 (fifteen) minutes after the time appointed for holding it, the Vice-President will act as chairperson. If the Vice-President is not present or unwilling to act within 15 (fifteen) minutes after that time, the Members present may choose 1 (one) of their number to be chairperson of the meeting.
- 7.7. The chairperson 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 as a result of a direction given in terms of any applicable provision in the Statutes, notice of the adjourned meeting shall be given in the manner prescribed by such provision but, save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 7.8. At any meeting of Members a resolution put to the vote of the meeting shall be decided, by a simple majority present in person or by proxy, on a show of hands. A declaration by the chairperson that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book of the company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes

recorded in favour of, or against, such resolution. No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairperson of the meeting, whose decision shall be final and conclusive.

7.9. In the case of an equality of votes, the chairperson of the meeting shall not be entitled to a second or casting vote.

7.10. A resolution (other than a special resolution) In Writing signed by a majority of the Members for the time being entitled to receive notice of and to attend and vote at a meeting of Members or by duly authorised representatives on their behalf shall be as valid and effectual as if it had been passed at a meeting of the company duly convened and held.

8. VOTES OF MEMBERS

8.1. Each Member of the company present in person or by proxy or, if a Member is a body corporate, duly represented at any meeting of the company shall be entitled to such voting rights as contained in Article 1.16.

8.2. Any Member shall be entitled to appoint a proxy. A proxy need not be a Member of the company.

8.3. The form appointing a proxy shall be In Writing under the hand of the appointer or of his agent duly authorised In Writing or, if the appointer is a corporate body, under the hand of an officer or agent authorised by that body. The holder of a general or special power of attorney given by a Member shall be entitled to vote, if duly authorised under that power to attend and take part in the meetings and proceedings of the company or companies generally, whether or not he be himself a Member of the company.

8.4. The form appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of such power or authority shall be deposited at the registered office of the company not less than 24 (twenty four) hours (or such lesser period as the directors may unanimously determine in relation to any particular meeting) before the time for holding the meeting (including an adjourned meeting) at which the person named in the form proposes to vote, and in default the form of proxy shall not be treated as valid unless the chairperson of the meeting determines in his discretion to treat it as valid at any time prior to the proposal of the first resolution. A Member shall be entitled, if any meeting is adjourned, to withdraw any proxy lodged in respect of the meeting and to lodge a new proxy in respect of the adjourned meeting in accordance with the foregoing. No form appointing a proxy shall be valid after the expiration of 6 (six) months from the date when it was signed,

except at an adjourned meeting unless otherwise specifically stated in the proxy itself. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the liquidation of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation In Writing of liquidation or revocation as aforesaid shall have been received by the company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

- 8.5. Subject to the provisions of the Companies Act, a form appointing a proxy may be in any usual or common form.

9. DIRECTORS

- 9.1. Until otherwise determined by a meeting of Members, the number of Directors shall not be less than 4 (four) nor more than 9 (nine).
- 9.2. The company may from time to time by special resolution at any General Meeting of Members increase or reduce the number of Directors.
- 9.3. The Board shall consist of the 3 (three) Office Bearers and the 4 (four) elected representatives (nominated and elected as per Article 10).
- 9.4. The Directors appointed in terms of the provisions as referred to in Article 9.3 (in anticipation of the conversion of the company) will be those who were nominated and elected by the special general meeting of the relevant national cricketing bodies (in existence at the time of the conversion of the company). The terms of appointment of such Directors will be until the second Annual General Meeting of the company (after the conversion), being the Annual General Meeting in 2011.
- 9.5. Unless otherwise decided by a meeting of Members any casual vacancy occurring in the Board may be filled by the Members at a General Meeting of the company convened for that purpose and such Directors elected must qualify in terms of Article 10 and shall serve for the remaining period of the Directors that they replace.
- 9.6. Any Director nominated and appointed in terms of this Article 9 may be replaced or removed by the Members.
- 9.7. The Directors elected in terms of Article 9.3, shall be appointed for an office term of 3 (three) years and shall be eligible for re-election, subject to qualification: provided that a Director shall not be entitled to serve for longer than 3 (three) consecutive terms.

- 9.8. Any nomination, election and appointment of a Director shall be subject to the provisions of these Articles and shall take cognisance of demographics, transformation, gender equity, business and sport skills and/or knowledge, independence and acumen.
- 9.9. In the event of the Directors being of the opinion that the objectives in respect of nomination, election and appointment as per Article 9.8 have not been met, the Directors are entitled at their sole discretion to co-opt an additional director. A Director so co-opted will only hold office until the next Annual General Meeting.
- 9.10. The company at a meeting of Members shall have power at any time, and from time to time, to appoint any person as a Director but so that the total number of Directors shall not at any time exceed the maximum number fixed by or in terms of these Articles.

10. NOMINATION, ELECTION AND APPOINTMENT OF DIRECTORS

- 10.1. Further to Article 9.3, the processes and procedures for the nomination, election and appointment of Directors will be result in the Board being constituted as follows -
- 10.1.1. the 3 (three) Offices Bearers, the CEO and the CFO/Finance Manager shall serve *ex officio*; and
- 10.1.2. the Members of the company may nominate and elect 4 (four) Independent Directors, in accordance with the appointment provisions of the Office Bearers'. In the event of such a Director's resignation the Members may elect another Member representative to fill the casual vacancy which occurred as a result of such person's termination. The person filling the casual vacancy will only be appointed for the remainder of the period of the Director whose position he or she fills.
- 10.2. Written nominations for the appointments of Directors as referred to in these Articles will be submitted to the CEO, by the Members, not less than 14 (fourteen) business days prior to the date of the holding of the Annual General Meeting and/or General Meeting. Such nominations must contain a written acceptance by the candidate so nominated. Each nomination will be seconded by another Member.
- 10.3. The Directors of the company shall appoint the chairperson of the Audit Committee, whom shall serve as an *ex-officio* Director, for the duration of his term as chairperson of the Audit Committee. The Directors shall take into account the skills and expertise required for such a position.

11. REMUNERATION OF DIRECTORS

- 11.1. The remuneration of the Directors shall from time to time be determined by the Remuneration Committee of the Board, but subject always to the provisions of clause 6.1 of the company's Memorandum. The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in or about the performance of their duties as Directors including those of attending and travelling to and from meetings of the Directors or any committee of the Directors or at any meeting of Members of the company.
- 11.2. Remuneration shall be deemed to accrue from day to day.
- 11.3. The Remuneration Committee of the Board may pay any Director who serves on any committee or who devotes special attention to the business of the company, or otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, such extra remuneration (whether by way of salary or otherwise) as they may determine.

12. ALTERNATE DIRECTORS

- 12.1. Any Director shall have the power to nominate In Writing another person to act as alternate director in his place during his absence or inability to act as such Director, and on such appointment being made, the alternate director shall, in all respects, be subject to the terms and conditions existing with reference to the other Directors of the company. A person may be appointed as alternate to more than 1 (one) Director. Where a person is alternate to more than 1 (one) Director or where an alternate director is a Director, he shall have a separate vote, on behalf of each Director he is representing in addition to his own vote, if any.
- 12.2. The alternate directors, whilst acting in the place of the Directors who appointed them, shall exercise and discharge all the duties and functions of the Directors they represent. The appointment of an alternate director shall cease on the happening of any event which, if he were a Director, would cause him to cease to hold office in terms of these Articles or if the Director who appointed him ceases to be a Director, or gives notice to the secretary or such other person fulfilling the function, of the company that the alternate director representing him shall have ceased to do so. An alternate director shall look to the Director who appointed him for his remuneration.

13. BORROWING POWERS

- 13.1. The company, duly represented by the Directors, may from time to time, raise or borrow from the Affiliate Members or other persons any sums of money for the purposes of the company without limitation.

- 13.2. The company, duly represented by the Directors, may secure the payment or repayment of any sums of money borrowed or raised in terms of Article 13.1 or the payment of any debt, liability or obligation whatsoever of the company or of a third party, in such manner and upon such terms and conditions in all respects as they think fit.

14. GENERAL POWERS AND DUTIES OF DIRECTORS

- 14.1. The business of the company shall be managed by the Directors who may exercise all such powers of the company as are not by the Statutes or by these Articles required to be exercised by the company at any meeting of Members (including without derogating from the generality of the foregoing or from the rights of the Members, the power to resolve that the company be wound up), subject nevertheless to the provisions of these Articles and of the Statutes and to such regulations being not inconsistent with these Articles or the Statutes, as may be prescribed by the company at any such meeting; but no regulation made by the company at such meeting shall invalidate any prior act of the directors which would have been valid if that regulation had not been made.
- 14.2. The Directors may from time to time appoint a CEO on such terms as they may think fit and it may be made a term of his appointment that he be paid a pension, gratuity or other benefit on his retirement from office. The CEO shall report to the Board.
- 14.3. The Directors may from time to time entrust to and confer upon a CEO for the time being such of the powers vested in them as they may think fit, and may confer such powers for such time and to be exercised for such objects and upon such terms and with such restrictions as they may think expedient; and they may confer such powers either collaterally or to the exclusion of, and in substitution for, all or any of the powers of the Directors, and may from time to time revoke or vary all or any of such powers. A CEO appointed pursuant to the provisions hereof shall not be regarded as an agent or delegate of the Directors and after powers have been conferred upon him by the Directors in terms hereof he shall be deemed to derive such powers directly from this Article.
- 14.4. The Directors shall have the power from time to time to delegate or allocate to any one of their body or to any other person, whether in the Republic or not, such of the powers as are vested in the Directors pursuant to the Statutes or under these Articles, as they may deem fit.
- 14.5. The Directors may delegate or allocate any of their powers to committees, upon such terms as it may consider necessary to give effect to its powers. To ensure good governance the Board will constitute an Audit Committee, Remuneration Committee and Finance & Commercial Committee as a minimum. The committees shall consist of such member or

members of their body as they think fit; any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors.

- 14.6. The full time employees of the company shall be responsible, subject to the directions of the Board, for the day-to-day management of all activities of the company as envisaged in the company's main business, as they relate to amateur and professional cricket.

15. **DISQUALIFICATION AND PRIVILEGES OF DIRECTORS**

- 15.1. A Director shall cease to hold office as such if -

- 15.1.1. he ceases to be a Director by virtue of any of the provisions of the Statutes or becomes prohibited from being a Director by reason of any order made under the Statutes; or
- 15.1.2. his estate is sequestrated or he files a petition for the surrender of his estate or an application for an administration order, or if he commits an act of insolvency as defined in the Insolvency Act, No 24 of 1936, as amended (or any act which replaces it) and is duly sequestrated subsequent thereto, or if he makes any arrangement or composition with his creditors generally; or
- 15.1.3. he is found by a Court of law to be lunatic or of unsound mind; or
- 15.1.4. he is removed by a resolution of the company as provided in the Statutes; or
- 15.1.5. he resigns his office by notice In Writing to the company; or
- 15.1.6. a notice removing him from office is signed by Members having a right to attend and vote at a meeting of Members who hold more than 80% (eighty per cent) of the total voting rights of all the Members who are at that time entitled so to attend and vote and is delivered to the company or lodged at its registered office; or
- 15.1.7. he is otherwise removed in accordance with any provisions of these Articles; or
- 15.1.8. he is convicted of a criminal offence of which dishonesty is an element; or
- 15.1.9. he personally fails to attend 3 (three) consecutive Board meetings, without the approval of the rest of the Directors (for this purpose representation by an alternate director at a Board meeting shall not be regarded as personal attendance at the meeting).

15.2. No Director or intending Director shall be disqualified from his position as a Director from contracting with the company in any manner whatsoever, subject to him acting in accordance with the Companies Act in regard thereto.

15.3. Notwithstanding compliance with the Companies Act, a Director shall not be -

15.3.1. counted in a quorum for the purpose of a meeting of Directors at which he is present to consider any matter; and

15.3.2. entitled to vote in regard to any matter, relating to any existing or proposed contract or arrangement and shall recuse himself in circumstances arising from this Article 15.3.

16. **PROCEEDINGS OF DIRECTORS**

16.1. A requisition by 3 (three) Directors or the CEO shall at any time summon a meeting of the directors.

16.2. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.

16.3. Unless otherwise resolved by the Directors, all their meetings shall be held in East London, or the city or town where the company's registered office is situated for the time being.

16.4. Questions arising at any meeting of Directors shall be decided by a majority of votes and each Director will have one vote per show of hands or per ballot.

16.5. The chairperson shall be entitled to a second or casting vote in the case of an equality of votes.

16.6. The Directors may determine what period of notice shall be given of meetings of Directors and may determine the means of giving such notice. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the Republic, but notice of any such meeting shall be given to his alternate, if he has appointed one, provided that such alternate is in the Republic.

16.7. A quorum shall consist of 50% (fifty per cent) plus 1 (one), rounded up to the nearest full number, of the Directors entitled to vote, one of whom shall be an Independent Director or his alternate, within the meaning of Article 1.15 above.

For the purpose hereof a Director who has authorised another Director to vote for him at a meeting in terms of Article 16.11 shall, if the Director so authorised is present at the meeting, be deemed to be present himself and each Director whose alternate is present at a meeting

(even if the latter is alternate to more than 1 (one) Director) shall be deemed to be so present.

- 16.8. The continuing Directors (or sole continuing Director) may act notwithstanding any vacancy in their body, however, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as a quorum, the continuing Directors or Director may act only for the purpose of summoning a general meeting of the company. If there are no Directors or Director able and willing to act, and no specific provision is made in these Articles for the appointment of Directors, then any 2 (two) Members may summon a general meeting for the purpose of appointing Directors.
- 16.9. A resolution In Writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted: provided that where a Director is not present in the Republic, but has an alternate who is, the resolution must be signed by that alternate.
- 16.10. In the case of matters requiring urgent resolution or, if for any reason it is impracticable to meet as contemplated in Article 16.3 or pass a resolution as contemplated in Article 16.8, proceedings may be conducted by utilising conference telephone facilities or video conference facilities, provided that the required quorum is met. A resolution agreed to by a majority of the Directors participating during the course of such proceedings shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted. The secretary or such other person fulfilling the function of secretary, of the company shall as soon as is reasonably possible after such meeting by telephone or via video has been held, be notified thereof by the relevant parties to the meeting, and the secretary or such other person fulfilling the function, shall prepare a written minute thereof in accordance with the provisions of the Companies Act.
- 16.11. A Director unable to attend a Directors' meeting may authorise any other Director to vote for him at that meeting, and in that event the Director so authorised shall have a vote for each Director by whom he is so authorised in addition to his own vote. If both the Director so authorised and an alternate of the Director who granted the authority are present at the meeting, the alternate shall not be entitled to vote on behalf of the absent Director. Authority in terms of this Article must be In Writing (which may take the form of an Electronic Post, telefax, telegram, cable or telex) and must be handed to the person presiding at the meeting at which it is to be used.
- 16.12. The President shall serve as the chairperson of the Directors' meetings and shall hold office for his term as President. Notwithstanding the aforesaid, the Directors will be entitled to appoint a person other than the President as the chairperson of their meetings. If at any

meeting the chairperson so elected is not present within 15 (fifteen) minutes after the time appointed for holding it, the Vice-President shall act as chairperson. If the Vice-President is not present or unwilling to act within 15 (fifteen) minutes after that time, the Directors present may choose 1 (one) of their number to be chairperson of the meeting.

17. **VALIDITY OF ACTS OF DIRECTORS AND COMMITTEES**

As regards all persons dealing in good faith with the company, all acts done by any meeting of the Directors or of a committee of Directors, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any such directors or persons acting as aforesaid, or that they or any of them were disqualified or had ceased to hold office or were not entitled to vote, be as valid as if every such person had been duly appointed or was qualified or had continued to be a Director or was entitled to vote, as the case may be.

18. **RESERVES**

The Directors may set aside out of the Profits of the company and carry to reserve such sums as they think proper. All sums standing to the credit of revenue and general reserve shall at the discretion of the Directors be applicable for meeting contingencies, for the gradual liquidation of any debt or liability of the company, for repairing, improving or maintaining any property of the company, for meeting losses on realisation of or writing down investments either individually or in the aggregate, or for any other purpose to which Profits of the company may appropriately be applied. Pending such application such sums may either be employed in the business of the company (without being kept separate from the other assets of the company) or be invested. The Directors may divide the reserve into such special reserves as they think fit and re-allocate the amounts of such reserves either in whole or in part to other special or general reserves and may consolidate into 1 (one) reserve any special reserves or any parts of any special reserves into which the reserve may have been divided. The Directors may also carry forward any Profits without placing them to reserve.

19. **NOTICES**

19.1. Notices shall be served by the company upon each Member or Director personally by transmission through the post in a prepaid letter, envelope or wrapper addressed to such Member or Director at his registered Address or, subject to Article 20 (*Electronic Communication*), by transmission by Electronic Post, or transmitted by telegram, telex or fax to his registered Address.

19.2. A Member entitled to a share shall be bound by every notice given in terms of Article 19.1.

- 19.3. The company shall not be bound to enter any person in the Register of Members until that person gives the company an Address for entry on the Register.
- 19.4. Any notice, if given by post, shall be deemed to have been served on the day following that on which the letter or envelope containing such notice is posted, and in proving the giving of the notice sent by post it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the Post Office.
- 19.5. When a given number of days' notice or notice extending over any period is required to be given, the day of service shall not be counted in such number of days or period.

20. **ELECTRONIC COMMUNICATION**

- 20.1. To the extent permitted by the Statutes from time to time but as regards any Member or Director only to the extent that such Member or Director has furnished an appropriate Address for electronic communication, any documents or notices referred to in these Articles, may be sent by Electronic Post.
- 20.2. Any Affiliate or Director notifying the company of an Address for the purposes of receiving Electronic Post from the company, shall be deemed to have agreed to receive documents and notices by Electronic Post. Any amendment or withdrawal of any such notice from a Member or Director, shall only take effect if signed by the Member or Director and received by the company.
- 20.3. Any document or notice sent by Electronic Post, shall be deemed to be received by the Member or Director at 09h00 on the day following that on which it was transmitted. Notwithstanding the foregoing, an electronic communication shall not be treated as having been received if it is rejected by virtue of virus protection measures.
- 20.4. As regards the signature of an electronic communication, it shall be in such form as the directors may require to demonstrate that the document or notice is genuine.

21. **INDEMNITY**

Every Director, manager and officer of the company and every person (whether an officer of the company or not) employed by the company shall be indemnified out of the funds of the company against all liability incurred by him as such Director, manager or officer in defending any proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted, or in connection with any application under Section 248 of the Companies Act or any amendment thereof in which relief is granted to him by the court.

22. WINDING-UP

If the company shall be wound up the liquidator shall comply with the provisions of clauses 5(a) and 6.2. of the company's Memorandum.

23. RESPONSIBILITY OF DIRECTORS TOWARDS THE COMPANY

Due to the company's role as custodian of cricket in the Republic and as the national controlling authority for cricket, as well as its new focus on transformation and development of amateur and professional cricket in the Republic, it is acknowledged that the company has a major role to play in providing funds and other resources, in order to finance activities, in order to promote, foster, encourage and provide facilities for the game of cricket.

24. DISPUTE RESOLUTION

- 24.1. Subject to the Constitution of the Republic, and save in circumstances where there is a need for urgent relief of a sort which cannot be obtained through the dispute prevention or resolution procedures contemplated in these Articles, no club, club member, official, Office Bearer or affiliate shall approach a Court of Law to decide a dispute it has with a body or individual falling under the jurisdiction of the company.
- 24.2. Each Member falling under the jurisdiction of the company shall ensure that it has incorporated into its constitution a dispute prevention and dispute resolution mechanism by no later than the commencement of the 2010/2011 cricket season. The dispute prevention and resolution procedures set out herein may be duplicated by any Member for convenience and with the necessary changes.
- 24.3. All disputes concerning club matters and matters falling within the jurisdiction of a Member (including disciplinary matters), shall be resolved within the dispute prevention and dispute resolution mechanism set out in that Member's constitution. Only in the event of a dispute not having been resolved within a Member's prevention and/or dispute resolution mechanisms, shall it be referred to the CEO for resolution, by way of either negotiation, mediation or arbitration.
- 24.4. The CEO shall decide, in consultation with the Directors, whether to resolve it through negotiation or whether to refer the dispute to mediation or to arbitration.
- 24.5. Referral of any or all disputes to mediation or arbitration at Member level, shall be done speedily, and in any event, not later than 3 (three) business days after the date on which the decision or issue in dispute between the parties arose.

- 24.6. Issues in dispute, as referred to in Article 24.5, shall be recorded in writing, and be conveyed to the relevant secretary of the Member as soon as possible and, in any event, not later than 3 (three) business days after the date of referral.
- 24.7. In the event of a dispute being referred to the CEO for arbitration, such referral shall be in writing, and the referring party shall pay a deposit of R1 000.00 (one thousand rand) which may be refunded, depending on the outcome of the arbitration. The following procedures will apply to an arbitration -
- 24.7.1. A party requesting arbitration ("the requestor") shall file with his request a notice of dispute which shall set out fully the grounds of dispute.
- 24.7.2. The parties to the arbitration shall be the requestor and any other parties to the dispute.
- 24.7.3. On receipt of a request for arbitration the CEO shall provide a list of 3 (three) names of possible arbitrators from which 1 (one) person shall be chosen by mutual consent of the parties involved in the dispute, as the arbitrator. The arbitrator shall be a legal practitioner of at least 10 (ten) years experience. If the parties are not able to agree on an arbitrator, the CEO shall request from either the Law Society of South Africa or the General Council of the Bar of South Africa a list of suitably qualified candidates from which the parties shall choose the arbitrator and failing that, the CEO shall make the appointment.
- 24.7.4. Within 2 (two) business days of the appointment of the arbitrator, the parties shall all sign a submission to arbitration which shall set out the disputes between the parties and shall confirm that the arbitration is to be held in accordance with the provisions of these Articles.
- 24.7.5. The date and time for the arbitration shall be fixed by the CEO in consultation with the arbitrator having due regard to the need for fairness and for speedy finalisation of the disputes.
- 24.7.6. The parties to the arbitration shall be entitled to attend the arbitration, and may be represented by members of the legal profession.
- 24.7.7. The venue of the arbitration shall be decided by the CEO in consultation with the arbitrator.
- 24.7.8. The arbitration shall be carried out informally and in a summary manner. It will not be necessary to observe strict rules of evidence or procedure.

24.7.9. In the event of a referral to arbitration, the CEO may decide to refer the dispute to mediation for resolution. The CEO shall appoint the mediator in consultation with the Directors.

24.7.10. The decision of the arbitrator shall be final and binding.

24.8. Where a dispute arises between Members and the company, such dispute shall be referred to final and binding arbitration only after the parties have attempted to resolve the dispute by negotiation or mediation. Where such a dispute is referred to arbitration, the procedure (with the necessary changes) referred to in Article 24.7 shall be followed.

24.9. In the event of a dispute at Member level having been decided in terms of an appeal process (such as, for example, a disciplinary matter), an aggrieved party may lodge a further appeal with the CEO in writing, accompanied by the payment of a deposit of R1 000.00 (one thousand rand). The CEO shall deal with the dispute in accordance with Article 24.7 above.

25. **APPOINTMENT OF SECRETARY**

The Directors of the company are authorised to appoint a secretary who is permanently resident in the Republic and who, in the opinion of the directors, has the requisite knowledge and experience to carry out the duties of a secretary.