

CONSTITUTION  
OF THE  
AFRICA CRICKET ASSOCIATION  
2007



## 1. PREAMBLE

The Africa Cricket Association was born out of a desire amongst its members to develop Cricket in Africa and to foster co-operation and mutual assistance between members for the good of Cricket in Africa, each member recognizing the responsibility to assist other members where possible, and as far as possible.

## 2. NAME

The name of the organization shall be the Africa Cricket Association (hereinafter referred to as the “ACA”).

## 3. HEADQUARTERS

The Headquarters of the ACA shall be located at Benoni, South Africa but may be transferred to any other city or town in Africa to be decided upon from time to time by resolution of General Meeting.

## 4. AREA OF JURISDICTION

The ACA has jurisdiction over all members geographically located within the territorial boundaries of the continent of Africa and surrounding Islands.

## 5. DEFINITION CLAUSE

When used herein, unless the context specifically and explicitly requires otherwise, the following terms shall have the meanings ascribed to them hereunder:-

- |     |                         |  |
|-----|-------------------------|--|
| 5.1 | ACA                     | Means the Africa Cricket Association constituted in terms hereof and incorporated under section 21 of the Companies Act, Act 61 of 1973, being a company limited by guarantee;   |
| 5.2 | ACC                     | Means Asia Cricket Council;  |
| 5.3 | AACC                    | Means Afro-Asia Cricket Cooperation initiative;  |
| 5.4 | Articles of Association | Means the Articles of Association of the company as registered with the Registrar of Companies, copy of which is available on request. In as far as the provisions of the Articles of Association are in conflict of that of the Constitution, the provisions of the Constitution shall prevail; |
| 5.5 | Body                    | Means that body which is recognized in terms of the laws, or by the Government of a country, or by the body mandated by the Government of a Country to supervise and Control Sport in that Country, as the body which supervises, Organizes and Controls Cricket in that Country;                |
| 5.6 | CEO                     | Means Chief Executive Officer of the ACA appointed by the Executive Committee;   |
| 5.7 | Council                 | Means the body of Members of the ACA, comprised as set out in Clause 9; which meets by way of Annual General Meeting and / or Special General Meeting;   |
| 5.8 | Day                     | Means a period of twenty-four consecutive hours;   |
| 5.9 | Delegates               | Means two persons, appointed by resolution of a member, to represent that Member at a Meeting of the council, whose names have been duly submitted to the secretary Prior to any such Meeting in terms of Clause 11;   |

5.10	Executive	Means the Executive Committee elected in terms of Clause 10;
5.11	Financial year	Means the period prescribed in Clause 17 of this constitution;
5.12	ICC	Means the International Cricket Council;
5.13	General Meeting	Means an Annual General Meeting or Special General Meeting of the Council;
5.14	Member	Means a body which has been admitted to membership in terms of Clause 7 and maintains such membership in terms of this Constitution;
5.15	Memorandum Of Association	Means the Memorandum of Association of the company as registered with the Registrar of Companies, copy of which is available on request;
5.16	Month	Means a consecutive period of thirty days;
5.17	Life Member	“Life Member means a natural person who has been admitted to life membership in terms of clause 7.5 and 7.6 and will endure, for the life time of the person so admitted, unless terminated in accordance with Clause 7.8;
5.18	Region	Means the division of geographical area within Africa as defined by the Council in terms of clause 15.5.1
5.19	the company	Means Africa Cricket Association, a company incorporated not having a share capital as envisaged in Section 21 of the Companies Act, Act 61 of 1973 as applicable in South Africa;

Any term of gender, when used herein, shall be deemed to include the other gender, and when the singular is used herein it shall be deemed to include the plural, and vice versa.

## 6. OBJECTIVES

The objectives of the ACA are as set out herein under as well as in the Memorandum of Association of the ACA, including the following:-

- 6.1 To encourage, promote, advance and co-ordinate the game of Cricket in Africa;
- 6.2 To foster the development of the game of Cricket in all Countries in Africa.
- 6.3 To foster the development of the administration, organization and supervision of the game of Cricket in all Countries in Africa;
- 6.4 To maintain recognition by and at the ICC and to represent through that recognition at the ICC all Countries in Africa which are not otherwise represented at the ICC;
- 6.5 To develop, organize and supervise competition at all levels of the game of Cricket amongst Countries in Africa;
- 6.6 To promote, develop, supervise and where appropriate, enforce in Africa the conduct laid down by the ICC or by the ACA for the game of Cricket;
- 6.7 To control and encourage tours within its members;
- 6.8 To formulate, control and amend the conditions under which competitions are contested;
- 6.9 To promote the development of playing facilities in member countries;
- 6.10 To generally handle all matters concerning Cricket in Africa;
- 6.11 To promote and develop the venture known as AACC together with ACC;
- 6.12 To act, at all times, in accordance with the principals of good corporate governance and by doing this, to provide to its members the structures through which the objectives of ACA are set and the means of attaining these objectives and by monitoring the performance of the Council, Executive Committee, Committees and the members of ACA.

## 7. MEMBERSHIP

- 7.1 A body shall upon compliance with the rules for membership prevailing from time to time, be eligible to membership of the ACA.
- 7.2 Only one body from each Country shall be entitled to admission as member of the ACA.
- 7.3 In the event of a dispute between bodies as to which body is recognized in terms of the laws of or by the government of the Country or by the body mandated by the government of the Country as the body to supervise and control sport in the Country, as the body which supervise, control and organize Cricket in that Country, the Secretary shall request the government of that country to determine which of the bodies is to be recognized by the ACA and be considered for admission to membership of the ACA.
- 7.4 In the event there is a dispute between a member and another body in the Country of the Member as to which of them is recognized in terms of the laws or by the government of the Country of the Member, or by the body which is mandated by the government to supervise and control sport in the Country, as the body which supervises, controls and organizes Cricket in the Country and afford it all rights of membership, until in receipt of an order of a competent Court in the Country of that Member, that the Member is not the Body for that Country.
- 7.5 A natural person shall, upon the vote of all Members present and entitled to vote at an Annual or Special General Meeting of the Council, of which meeting proper notice has been given, and provided that not less than 30 days notice has been given to all Members of the intention to propose a resolution for and the motivation for the admission of a person to life membership, be admitted as a life Member;
- 7.6 Natural persons who have rendered distinguished services to Cricket in all or any part of Africa or to the ACA shall be eligible to be nominated for admission as Life members.
- 7.7 A life Member shall be entitled to such privileges and benefits as may be bestowed upon him/her by resolution of the Council admitting him/her to such membership.
- 7.8 A life Member may be removed from such membership for conduct unbecoming such member or the ACA or the code for administrators of Cricket, by resolution of two thirds of the Members present in voting at a quorate meeting of the Council.

## 8. EXECUTIVE ORGANS

The principal organs of the ACA shall be:-

- 8.1 The Council;
- 8.2 The Executive.

## 9. THE COUNCIL

The Council of the ACA shall be the highest authority of the ACA and shall meet at least once a calendar year, on 30 days notice in Annual General Meeting or Special General Meeting.

### 9.1 Composition of the Council:-

- 9.1.1 the Council shall comprise the members of the Executive; and
- 9.1.2 two representatives from each Member, such representatives not being members of the Executive.

### 9.2 Powers of the Council

The Council shall have the following powers:-

- 9.2.1 to enforce the Constitution of the ACA and take disciplinary action against any Member for any infringement of the constitution;
- 9.2.2 to approve membership;
- 9.2.3 to ratify decisions / actions taken by the Executive;

- 9.2.4 to prescribe fees to be paid by members
- 9.2.5 to take action to any member who fails to pay fees as prescribed when due;
- 9.2.6 to take action against any office bearer whom it has reasonable cause to believe is not properly accounting for any funds or property of the ACA, and to appoint another person in his place.

## 10. THE EXECUTIVE

The Executive shall meet as and when necessary for the furtherance of the objectives of the ACA provided that such meetings shall be held at least twice in a calendar year.

### 10.1 The Composition of the Executive

The Executive shall comprise:-

- 10.1.1 a Chairman;
- 10.1.2 a Vice-Chairman;
- 10.1.3 a Treasurer and
- 10.1.4 a Chief Executive Officer whose appointment shall be as hereinafter prescribed.
- 10.1.5 A Development Manager whose appointment shall be as hereinafter prescribed
- 10.1.6 A Regional Representative from each of the prescribed Regions.

### 10.2 Power and Duties of the Executive

The Executive shall:-

- 10.2.1 determine the policies of ACA, subject to the provisions of this Constitution and any resolutions of the General Meeting;
- 10.2.2 have control over the management of the property, policy and activities of the ACA subject only to specific directions from the Council and that purpose exercise its powers under this Constitution;
- 10.2.3 appoint a Chief Executive Officer (hereinafter “CEO”) on a full time employed basis who shall, in conjunction with the Executive, be responsible for the day to day affairs and management of the ACA;
- 10.2.4 appoint a Development Director on a full time employed basis to be responsible for all the development schemes and objectives of the ACA (including but not limited to junior and women’s cricket)
- 10.2.5 employ Development officers in each Region who shall be responsible, in their respective Regions, for all the development schemes and objectives of the ACA (including but not limited to junior and women’s cricket) and who shall report to the Development Director and the CEO
- 10.2.6 nominate from amongst them a Delegate or Delegates to attend any meeting of the ICC or any other fora at which the Executive deems necessary that the ACA should be represented;
- 10.2.7 report to the Council any infringement of the Constitution by a Member and recommend appropriate disciplinary action;
- 10.2.8 take disciplinary action against any member, delegate, representative, official or player thereof for any infringement of any kind rules and by-laws made under the terms of this Constitution;
- 10.2.9 from time to time establish such committees or sub-committees as it deems necessary to achieve the objectives of the ACA, which may consist of persons who are not delegates or representatives of a Member, provided that the convener of any such committee or sub-committee shall be a member of the Executive;
- 10.2.10 and / or any committee approved by it have power to co-opt any person (s) who may be able to assist in its duties. Such person(s) may attend meetings of the committee to which he is co-opted as required, but shall have no voting rights;

- 10.2.11 enter into and uphold a memorandum of understanding with ACC, to promote and on a yearly basis arrange, the Afro-Asia Cup, to nominate officials of ACA to act on the executive committee of AACC, to negotiate the commercial rights, tournament administration and technical issues pertaining to the Afro-Asia Cup, to utilize funds raised by AACC and allocated to ACA primarily for the development of the game of cricket in Africa and to act generally in the spirit and upon the terms agreed between ACC and ACA at its inaugural meeting in London on 20 June 2005;
- 10.2.12 generally do all such things as may be necessary to achieve the objectives of the ACA;
- 10.2.13 deal with all the ordinary business of the ACA, organize and control the various competitions and to decide on all questions and disputes relating thereto and to arrange fixtures;
- 10.2.14 regulate, fix, conduct and / or manage all affairs relating to all representative matches, tournaments and visiting teams under the auspices of ACA;
- 10.2.15 approve teams to represent ACA in all tournaments and representative matches and to make such appointments as they may deem fit for such purposes;
- 10.2.16 appoint one or more of the members of the Executive Committee to sign and execute any power of attorney, agreements or deeds and documents on behalf of the ACA;
- 10.2.17 institute and defend any action or actions for or against the ACA;
- 10.2.18 provide logistical and financial assistance to all affiliated members when and where it is deemed to be necessary in the best interest of cricket in Africa;
- 10.2.19 provide incentives and performance measures to its members to encourage members to achieve successes within the members' ranks;
- 10.2.20 provide accountability and transparency within its ranks and ensure an equitable distribution of resources of ACA amongst its members.

### 10.3 Terms of Appointment of the Executive

- 10.3.1 Any member of the executive who fails to attend more than three consecutive meetings of the Executive without good cause shall automatically lose his seat.
- 10.3.2 Any member of the Executive may resign by giving notice in writing to the secretary and thereupon his seat shall be declared vacant. A member who so resigns shall not thereby be disqualified from being re-elected at any time thereafter.
- 10.3.3 Should a vacancy occur in the Executive for whatever reasons, the Executive shall have the power itself to fill such vacancy, and the person appointed to fill the vacancy shall hold the office to which he is appointed for the unexpired portion of the term of office of his predecessor, i.e. the person in whose place he is appointed.

### 10.4 Meeting of the Executive

- 10.4.1 30 days notice of a meeting of the Executive shall be given to each member thereof by the CEO. The notice shall be sent by facsimile to the member under certificate of transmission, original to be posted within 48 hours of transmission.
- 10.4.2 The CEO may convene a meeting on instructions from the Chairman which notice period shall be as stated in 10.4.1.
- 10.4.3 The notice convening a meeting shall set out the business of the meeting.
- 10.4.4 No business other than that set out in the notice shall be considered at a meeting unless all members of the Executive agree.

- 10.4.5 The Executive shall be entitled to set and regulate its own procedure for meetings.
- 10.4.6 Decisions of the Executive shall be by majority vote of members present at a meeting.

#### 10.5 Duties of the Officers of the Executive

- 10.5.1 The Chairman shall preside over all the meetings of the Executive of the ACA.
- 10.5.2 The Vice-Chairman shall:-
  - 10.5.2.1 perform duties of the Chairman in his absence;
  - 10.5.2.2 be charged with the promotion and marketing of the ACA and the obtaining of funding by way of donation or sponsorship, necessary for the attainment of the objectives of the ACA.
- 10.5.3 The Development Director shall, subject to the overall directions given to him by the Executive and any specific directions given to him by the CEO (to whom the Development Director shall in the first instance report and be answerable to in respect of his day to day duties):-
  - 10.5.3.1 ascertain and verify:-
    - 10.5.3.2 the status of Cricket as it is played in the Country of a member;
    - 10.5.3.3 the status of development of the game of cricket in the country of a member;
    - 10.5.3.4 the priorities of a Member for the improvement of Cricket in its Country;
    - 10.5.3.5 the resources that have been developed in the members Country for the development and improvement of Cricket;
    - 10.5.3.6 how such resources may best be utilized or exploited by other Members for the development and improvement of Cricket in the Countries of such Members; and
    - 10.5.3.7 formulate and submit to the Executive through the office of the CEO:-
      - 10.5.3.7.1 a development strategy for the ACA and its Members;
      - 10.5.3.7.2 a programme of priorities for development;
      - 10.5.3.7.3 a development budget; and
      - 10.5.3.7.4 establish and maintain a development fund and co-ordinate disbursements from the fund.
      - 10.5.3.7.5 implement the development strategy of the ACA and co-ordinate and supervise the Regional Development officers in each Region .
      - 10.5.3.7.6 recommend to the Executive the competitions that should be held by the ACA to implement the objectives of development and fair competition
      - 10.5.3.7.7 in conjunction with the CEO, or through a person whom he may have been authorized by the CEO to delegate this duty, or in conjunction with others whom he may have been authorized to by the CEO co-opt to a Tournament Committee formed by him and in consultation with the host Member
      - 10.5.3.7.8 determine the dates and fixtures for the holding of a competition

- 10.5.3.7.9 inspect the facilities to be provided by the Member hosting a competition and ensure that such facilities are sufficient and of a standard required by the competition
- 10.5.3.7.10 appoint the umpires and all other match officials to stand in the competition
- 10.5.3.7.11 enforce the code of conduct and the level of discipline determined by the Members as applying to the competition, in respect of Members, officials of Members, terms of Members, Officials of those teams and players
- 10.5.3.7.12 through the office of the CEO, regularly and frequently circulate to all the Members and officers and teams and Members thereof, participating in a competition, with all information in respect to that competition
- 10.5.3.7.13 act as coordinator between the CEO's offices and Officers of the Member hosting a competition and the Members participating in a competition in regard to travel, transport, accommodation, subsistence, equipment , facilities and all other issues incidental for and necessary to the proper and successful running of a competition

10.5.4 The Treasurer shall:-

- 10.5.4.1 keep a record of all expenditure of the ACA;
- 10.5.4.2 keep a record of all income of the ACA;
- 10.5.4.3 keep books and records recording all income and expenditure and vouchers and documents pertaining thereto, in accordance with generally accepted accounting principles;
- 10.5.5.4.1 liaise with the auditor of the ACA with the formulation of the annual financial statements of the ACA;
- 10.5.4.5 with the secretary collect all fees and levies due by Members to the ACA;
- 10.5.4.6 ensure that financial statements in respect of each financial year of the ACA are completed and audited within 45 days of the end of each financial year and copies thereof circulated to members and members of executive at least 30 days before the AGM at which same are to be considered;
- 10.5.4.7 prepare and submit to the Executive for approval, draft audited income and expenditure accounts covering the ACA's finances for the preceding year and the balance sheet of its assets and liabilities as at the end of that financial year, which, after the same have been approved shall be audited and which, after the same have been approved shall be audited and which after signature by the auditors shall be signed by the Chairman and Secretary, and shall be laid before the Members;
- 10.5.4.8 make a report to Members in the Executive in respect of each preceding financial year at the Annual General Meeting;
- 10.5.4.9 prepare and present to each Annual General Meeting a proposed budget of income and expenditure for the ensuing financial year;
- 10.5.4.10 keep separate accounts for each competition for which the ACA is directly responsible;

- 10.5.4.11 keep in safe custody all monies, movable property and assets, and account for the same.
- 10.5.6 The Chief Executive Officer shall:
- 10.5.6.1 execute all duties which he is responsible for in terms of his agreement of employment as decided by the Executive from time to time, which shall include but not be limited to:
- 10.5.6.1.1 Manage and administer the key operational and strategic processes of ACA;
- 10.5.6.1.2 Be responsible for financial performance Management and Accountability;
- 10.5.6.1.3 Manage the office personnel at the Head Office of ACA and to supervise delegate and oversee the duties, responsibilities and work of the Development Director;
- 10.5.6.1.4 Liaise and correspond with key stakeholders in the company and at ICC/ACA/ACC and other Governmental institutions;
- 10.5.6.1.5 Correspond with the company sponsor and governing bodies;
- 10.5.6.1.6 Handle disciplinary procedures and other negotiations with players and governing bodies;
- 10.5.6.1.7 Conduct staff meetings, business meetings and reports;
- 10.5.6.1.8 Adhere to budget parameters, allocations and manage variances;
- 10.5.6.1.9 Arrange and set up Inter-Franchise competitions;
- 10.5.6.1.10 Be responsible for management of Assets and Facilities, Activities and Events of ACA;
- 10.5.6.1.11 In general is responsible to market ACA and its members internationally and locally to sponsors, stakeholders and the public in general;
- 10.5.6.1.12 Adhere to acceptable corporate governance practices in all respects.
- 10.5.6.2 The CEO shall in addition to his duties defines above:
- 10.5.6.2.1 attend all meetings of the Council and the Executive in an ex-officio capacity and keep minutes of all proceedings and resolutions taken at such meetings;
- 10.5.6.2.2 in liaison with the Treasurer collect all fees and levies due by Members to the ACA;
- 10.5.6.2.3 circulate all minutes of all meetings of the Council and the Executive to Members and members of the Executive within 30 days of the meeting;
- 10.5.6.2.4 keep a book recording all minutes of all meetings of the Council and the Executive and the resolutions taken thereat;
- 10.5.6.2.5 keep a register of Members and their contact addresses;
- 10.5.6.2.6 keep a register of members of the Executive and their contact addresses;
- 10.5.6.2.7 monitor and supervise the submissions by and receipt from each Member of a statement of the status of Cricket and its development and the resources pertaining thereto that are available in that Member's Country, and making these available to all Members to assist other Members in developing or improving Cricket in their Countries;

- 10.5.6.2.8 receive from each Member and keep diary of all events pertaining to Cricket planned to be held by each Member in its Country;
- 10.5.6.2.9 circulate the aforesaid diary and resource information amongst Members and coordinate the sharing of and exploitation of resources of Members amongst and by Members;
- 10.5.6.2.10 where the duties of the CEO coincide or overlap with that of any other member of the Executive, the CEO shall work in cooperation and in-conjunction with such Executive member and shall liaise with and report to the Executive in this regard.

## 11. GENERAL MEETINGS

### 11.1 Annual General Meetings:-

- 11.1.1 The Annual General Meeting of the ACA shall be held at least once every calendar year preferably in the month of April but no later than 31<sup>st</sup> May and on a date that shall be within 90 days of the end of the financial year of the ACA, which date shall be decided by the Executive;
- 11.1.2 Notice of the meeting shall be given to all its members in writing at least 30 days prior to the date of the meeting. The notice shall be accompanied by an agenda of the meeting;
- 11.1.3 The business of every such Annual General Meeting shall be:-
  - 11.1.3.1 to receive the credentials of delegates representing members and to constitute the meeting;
  - 11.1.3.2 to adopt the agenda;
  - 11.1.3.3 to consider and approve the minutes of the previous Annual General Meeting and any Special General Meeting held since the last AGM;
  - 11.1.3.4 to discuss any matters arising from such minutes;
  - 11.1.3.5 to hear and if deemed fit approve as one or as separate the reports of the Chairman, the Tournament Director and the Development Director in respect of the preceding year;
  - 11.1.3.6 to hear and if deemed fit approve the reports of the treasurer in respect of the preceding financial year;
  - 11.1.3.7 to consider and if deemed fit approve the audited financial statements of the ACA in respect of the preceding financial year;
  - 11.1.3.8 to raise and deliberate any matters arising from the reports and statements;
  - 11.1.3.9 to consider and if deemed fit approve, with or without any amendment, the budget for the forthcoming financial year;
  - 11.1.3.10 to determine membership fees for the ensuing financial year;
  - 11.1.3.11 to elect (when appropriate) the Chairman, the Vice Chairman, the Development Director, the Tournament Director and the Treasurer;
  - 11.1.3.12 to deliberate, formulate or review any rules or regulations to be made or made by the Council in terms of this Constitution;
  - 11.1.3.13 to deliberate and approve any policy and action for implementation and delegate responsibilities;
  - 11.1.3.14 to decide on any resolution of which not less than 45 days notice in writing has been received by the CEO of the ACA prior to the date of the meeting;
  - 11.1.3.15 to appoint auditors and a company secretary for ACA for the following year in compliance with the legislation applicable in South

Africa, or of any other jurisdiction should the Head Office of ACA be relocated by decision of the Executive any time in future.

- 11.2 Each Member shall be entitled to be represented at an Annual General Meeting by two delegates. The names of the Delegates shall be sent to the CEO 14 days prior to the meeting.
- 11.3 Save as otherwise may be agreed by the Council at an Annual General Meeting, the Annual General Meeting shall be hosted by Members in rotation and held in the Country of the Member which is host to the Meeting.
- 11.4 At all meetings of the Council the Chairman, or in this absence the Vice Chairman, or in the absence of both these officers, a person elected by ordinary general resolution of members at the Meeting, shall preside.

#### 11.5 Voting at Meetings

- 11.5.1 Attendance at an Annual General Meeting shall be open to all the members of the ACA, but only those Members which have paid all fees and any penalties due thereon (if any) due in respect of all preceding financial years, by the end of the financial year immediately preceding the Meeting shall be entitled to vote thereat.
- 11.5.2 Attendance at a Special General Meeting shall be open to all the members of the ACA, but only those members which have all the fees and penalties due thereon, if any, which have fallen due for payment five days before the date of the Special General Meeting, shall be entitled to vote thereat.
- 11.5.3 Each Member, which shall be entitled to two votes exercisable by any one of or both of its Delegates present at the meeting, shall be entitled to vote at a meeting.
- 11.5.4 The names of the representative of a Member entitled to attend and vote must be received by the CEO from the Executive authority of the Member concerned, 14 days before the date of the Meeting. Notwithstanding the foregoing, in the case of a bona fide emergency (the existence of which must be proved to the satisfaction of the Chairman) the representative authorized to attend a meeting may be changed up to four hours before the meeting on submission of the replacement name and a resolution of the Member authorizing the replacement to attend,
- 11.5.5 The Chairman shall have a casting vote, only to be exercised in the case of an equality of votes;
- 11.5.6 Votes shall be taken by a show of hands, unless before the votes is taken, the Chairman determines the vote shall be by ballot or any two or more Members request a ballot, in which event the votes shall be taken by ballot.
- 11.5.7 The decision of the Chairman with regard to the result of the voting shall in the absence of manifest error, be final and binding on all Members and constitute the record of the result of any voting.

#### 11.6 Nominations and Election of Office Bearers and Regional Representatives of the Executive

- 11.6.1 The election of officers and the appointment of Regional Representatives of the Executive, excluding the CEO and the Development Director who shall be appointed or re-appointed (as the case may be) after such elections by the incoming Executive, shall take place every two years (hereinafter referred to as "election year").
- 11.6.2 Nominations of the office bearers and Regional Representatives of the Executive in an election year must be received by the CEO not less than 15 days before the Annual General Meeting. Such nominations shall be in writing, signed by two Members accompanied by an acceptance in writing by the candidate so nominated and endorsement

from the Member to which he belongs. The candidate must be a member of the Body of his Country.

- 11.6.3 The appointment of the Regional Representatives of the Executive shall be undertaken by each of the prescribed Regions in an election year by an election to be held within each Region no later than 15<sup>th</sup> March in any election year provided that every region shall be entitled to choose such other method of selection as may have been previously approved by the Executive Committee and ratified by the Council at a General Meeting.
- 11.6.4 The provisions for nomination set out in the preceding clause shall not apply to sitting office bearers of the Executive who intend to seek re-election save that in such case written notification of such intention by the member or members concerned must be received by the CEO not less than 45 days prior to the Annual General Meeting.
- 11.6.5 The CEO shall not less than 7 days before the meeting circulate a list of all the persons seeking election as office bearers of the ACA at the meeting, to all the Members.

### 11.7 Special General Meetings

- 11.7.1 A Special General Meeting shall be convened in the following circumstances:
  - 11.7.1.1 When, in the sole discretion of the Executive Committee it appears to be necessary, or
  - 11.7.1.2. When at least two-thirds of the members at the time of the request, request the Executive Committee in writing to convene such a meeting, clearly indicating the motion(s) to be considered.
- 11.7.2 The Executive Committee shall convene a Special General Meeting within 45 days after receiving such notice or taking the decision referred to in Clause 11.7.1.1 above and shall give at least 30 days written notice to all the members.
- 11.7.3 The notice shall specify the time, place and date of the meeting. Only such items as are specified on the agenda which shall accompany the notice of the meeting shall be discussed and decided upon at the meeting.

## 12. **QUORUMS**

- 12.1 The quorum for any meeting held in terms of this Constitution shall compromise the majority in number of the members entitled to attend that meeting at the time of the meeting.
- 12.2 If within two hours of the time specified for any meeting held in terms of the Constitution a quorum is not present, the meeting shall be adjourned to the same time on the following day.
- 12.3 If at the commencement of the adjourned meeting a quorum is not present, then those members entitled to attend the meeting then present shall constitute a quorum.

## 13 **COMPETITIONS**

- 13.1 The ACA shall hold such competitions at such times and at such places and at such levels which shall encourage development and fair competition, as shall be determined by the Council on recommendation of the Executive and particularly the Development Director.
- 13.2 Notwithstanding the foregoing, the ACA shall hold a competition to be known as the "Africa Cup" with the intention that every Member be entitled and obliged to participate therein.
- 13.3 Unless otherwise determined by the Council in a general meeting, competitions shall be hosted by Members on a rotational basis and held in the Country of the Members hosting the competition.

**14 RULES**

The Council in General Meetings make rules which shall govern:-

- 14.1 the admissibility of Members to participate in any competition;
- 14.2 the admissibility of any team to respect a Member in a competition;
- 14.3 the admissibility of any person to play for a team admitted to respect a Member in any competition;
- 14.4 the conduct of Members, official of Members, teams, officials of teams and player at a competition;
- 14.5 the competition itself and the Cricket matches that constitute the competition;
- 14.6 the enforcement of and rules for the enforcement of discipline of Members, officials of Members, teams of Members and players at competitions or elsewhere;
- 14.7 co-operation by Members with the CEO, Development Director and all other Members in utilizing or exploiting resources and generally for the development and improvement of Cricket in Africa and all Countries therein;
- 14.8 the duties of any referee appointed to any competition to resolve any disputes arising between teams, officials, players, captains and Umpires involved in the competition in respect of conduct, discipline, the interpretation of rules and the effect of the decision of the referee upon all the parties concerned in any dispute.

**15 ADMISSION AND PAYMENT OF APPLICATION / AFFILIATION / MEMBERSHIP FEES**

- 15.1 The Council in General Meeting shall:-
  - 15.1.1 make rules for the admission to the ACA of new members; and
  - 15.1.2 determine the value of any application fee to be paid to the ACA by an applicant new member, for consideration by the ACA of its application; and
  - 15.1.3 distinguish between members on the basis of Full Test Playing Nations, Associate Members of the ICC and Affiliate Members of ICC; and
  - 15.1.4 not approve any application unless it has been proven by the applicant, to the satisfaction of the Executive, that:
    - 15.1.4.1 the approval of the application will not adversely affect the interest of any existing member;
    - 15.1.4.1 the approval of the application will be in the interest of the game of cricket in Africa and the development thereof.
  - 15.1.5 determine the creation and composition of Regions within Africa and the geographical division and distribution of Member countries within such Regions
- 15.2 The Executive Committee may:
  - 15.2.1 on good cause shown by a Member reduce the fee payable by that Member or exempt such member from payment of the prescribed fee.
  - 15.2.2 determine the fee, if any, payable by an applicant new member, on admission as a Member; and
  - 15.2.3 determine the annual membership fee payable by each Member in respect of each financial year of the ACA. At present Full Members' annual membership fees amount to US\$5,000.00, Associate Members' to US\$2,000.00 and Affiliate Members' to US\$1,000.00.
- 15.3 The annual fee so determined shall be payable by each Member within three months of the date of the general meeting in which the value thereof was determined.
- 15.4 In the event the annual fee is not paid on such due date, but at any time after three months from but before the expiry of six months from the date of the Annual General Meeting at which the value of the fee was determined, then the member paying late shall be obliged, as penalty to effect payment of an additional amount equal to 10% of the fee payable.

- 15.5 In the event the annual fee is not paid on such due date, but at any time after six months from but before the expiry of nine months from the date of the Annual General Meeting at which the value thereof was determined then the Member paying late shall be obliged as penalty (in addition to the penalty payable in terms of 15.4) to effect payment of an amount equal to 12% of the fee payable.
- 15.6 In the event the annual fee is not paid on the said due date, but at any time after the expiry of nine months from the date of the Annual General Meeting at which the value thereof was determined then the Member paying late shall be obliged to pay interest (in addition to the penalties payable in terms of 15.4 and 15.5 above) on the value of the fee at a rate calculated at 1% per month (a month being represented by 30 days or part thereof) from the commencement of the ninth month after the date of such meeting to the date of actual payment.
- 15.7 For so long as fees or penalty or interest which are due and payable remains unpaid by any Member, that Member shall not be entitled to vote at any General Meeting of the Council.
- 15.8 In the event that any annual fee and any penalties or interest which accrue thereon in terms of this clause 15 are due and payable and remain unpaid by any Member for a period in excess of nine months calculated from the date of the Annual General Meeting at which the fee was determined, then the membership of the defaulting Member shall automatically be suspended with effect from the commencement of the tenth month after the date of the General Meeting at which the value of the fee was determined, and the defaulting member shall not be entitled to any rights of a Member and none of its officials, teams and players shall be entitled to participate in any event held under the auspices of the ACA.
- 15.9 The suspension of a Member shall be automatically lifted upon payment by the Member of all fees, penalties and interests due and payable by that Member to the ACA.
- 15.10 In the event any suspension of a Member has not been lifted by the date of the Annual General Meeting of the Council following the financial year in which the suspension occurred, then the membership of that Member to the ACA may be cancelled by the Council at such Annual General Meeting.
- 15.11 The Executive Committee may on good cause shown by a member extend any or all the dates for payment set out in this Clause 15 as regards that member.
- 15.12 The Executive Committee shall have the authority to permanently revoke membership on good cause shown, subject to the following:
- 15.12.1 The Executive Committee shall give 30 days' written notice to the member of its intention to consider revoking such membership, prior to a meeting to be scheduled for this purpose. The notice shall set out the circumstances present that gave cause to such membership being reconsidered.
- 15.12.2 The member shall have the right to make representations to the Executive Committee in this regard which representations shall be submitted to the Executive Committee in writing not less than 7 days prior to the date of the meeting.
- 15.12.3 The Executive Committee and the Member affected shall have the right to call witnesses and / or to make representations at the meeting.

## 16 REGIONS

- 16.1 The Council shall, in accordance with the recommendation of the Executive, and as provided for in Clause 15.1.5 hereof, determine the creation and composition of Regions within Africa and the division and distribution of its member countries within such Regions at the Annual General Meeting of the ACA
- 16.2 Each Region shall be entitled to elect or appoint one Ordinary member to the Executive of ACA in an election year as provided for in Clause 11.6.1 hereof.
- 16.3 The CEO shall, no later than 1<sup>st</sup> February in an election year, request all its member countries to nominate one person from its Region to sit on the Executive as an Ordinary Member in order to represent the interests of the member countries within that Region.
- 16.4 All nominations for Regional representatives shall be required to be received by the CEO no later than the last day of February in an election year.
- 16.5 In the event there is more than one nominee in any Region, the region concerned shall, at the discretion of the Executive, be required to pass a circular resolution or alternatively to hold a Regional Meeting of all its member countries as provided for in Clause 11.6.3 hereof to elect its appointee to the Executive.
- 16.6 Such meeting shall be convened in the region concerned by the CEO (or by such other person as the CEO may nominate) by the giving of at least fifteen days prior notice and shall be held no later than the last day of March in an election year.
- 16.7 Regions shall be entitled to adopt an alternative means to appoint a Regional Representative (eg a system of rotation between member countries in a particular Region) provided that the use of such a system has obtained the prior approval of the Executive and has been ratified by the Council at a General Meeting.

## 17. DOCUMENTS

- 17.1 No contract or other documents purporting to bind the ACA shall be valid and binding and enforceable against the ACA unless authorized in general terms by a resolution of the Council, and executed on behalf of the ACA by two members of the Executive empowered for this purpose by the Executive.
- 17.2 No cheque, bill of exchange or promissory note, with a face in excess of US\$3000 or less shall be valid and effective as against the ACA, unless signed by the Treasurer and any other members of the Executive.
- 17.3 No cheque, bill of exchange or promissory note with a face value of US\$3000 or less shall be valid and effective as against the ACA unless signed by the Treasurer.

## 18 FINANCES

- 18.1 The financial year of the ACA shall end on the last day of March of each year;
- 18.2 The ACA shall hold and maintain bank accounts with such banks in such countries and in such currencies as the Executive may from time to time determine;
- 18.3 The Executive shall cause proper books of account to be kept. A balance sheet and income and expenditure account shall be drawn up at the end of each financial year, which shall be audited by the duly appointed auditors of the ACA appointed yearly at the AGM of ACA in terms of this Constitution, which audited statements with schedules shall be submitted at the following AGM for approval by the members.
- 18.4 Any member shall be entitled to request in writing clarification and / or explanation regarding the financial statements of the ACA, which clarification and / or explanation shall be provided in writing by the Executive within 30 days after being requested to do so.

18.5 Any Official or Officials of an Affiliate of ACA-ICC found in transgression of the in appropriation of public funds or any other financial grants which has been allocated to a member which is in appropriated executed by such Officials for their own personal benefit such Officials will be liable for Legal Action that will be executed against them in accordance with the Law of the Land where the head office of the member is situated as well as other forms of legal action against such Officials will be implemented accordingly..

## **19 INDEMNITY**

The ACA hereby indemnifies and holds harmless any member of the Executive against any claim, judgment or award made against such member at the instance of any third party, including all and any costs incurred in contesting or defending any claim, which claim, judgment or award arises out of a bona fide act or omission by that member in carrying out the duties and functions of his position on the Executive.

## **20 CORPORATE STATUS AND LIABILITY**

20.1 The ACA shall:

- 19.1.1 be a voluntary association of its members;
- 19.1.2 not be carried on primarily for purposes of gain;
- 19.1.3 have perpetual succession notwithstanding any change in the number or identity of its members;
- 19.1.4 be vested with the power to acquire, to hold and to alienate property of every description whatsoever, whether it is immovable / movable / corporeal / incorporeal of nature and shall have the capacity to acquire rights and obligations.

20.2 The income and assets of the ACA shall be applied towards the promotion of the objectives for which it is established;

20.3 The financial liability of each member towards the ACA is limited to any unpaid subscription fees, and penalties where applicable, that may be owing by the member;

20.4 The ACA may sue or be sued in its name;

20.5 Subject to the provisions of this Constitution each member has complete control over its finances and the ACA accepts no responsibility of whatsoever nature for the debts, liabilities or financial obligations of any members.

## **21 AMENDMENTS OF THE CONSTITUTION**

Amendments to the Constitution and bye-laws may be made by resolution of an Annual General Meeting or a Special Meeting of the ACA, provided that such resolution is passed by not less than two thirds of those present and eligible to vote at a general meeting. Notice in writing has to be given specifying the nature of the amendments proposed and shall be received by the CEO at least 30 days prior to such a meeting and the CEO shall send out copies of the same to all its Members together with the notice convening the meeting at least 21 days prior to the meeting.

## **22 DISSOLUTION**

22.1 The ACA may be dissolved at any time by a resolution in favor of dissolution by a majority of not less than four fifths of its Members present in person and entitled to vote at a general meeting called specifically for such purpose and of which 60 clear days notice specifying the intention to propose such a resolution has been given to all members.

22.2 Upon dissolution of the ACA, its property not consisting of money shall be sold and the proceeds, together with so much thereof as shall consist of money, shall be applied in

satisfaction of the debts and liabilities of the ACA and subject thereto, the balance shall be distributed equally among its Members.

**23 REPEAL OF PREVIOUS CONSTITUTION**

The Constitution dated 1 June 1997, as amended from time to time, is hereby repealed in to.

**24 TITLE OF CONSTITUTION**

This Constitution shall be deemed to have come into force and effect on 30 April 2006 and shall be known as “The Constitution of the Africa Cricket Association 2010”.