

**CONSTITUTION**

**OF THE**

**AFRICA CRICKET ASSOCIATION**

**2013**

**CRICKET ASSOCIATION WORKING IN A SPIRIT OF UNITY  
AND  
CO-OPERATION**

[www.africacricket.org](http://www.africacricket.org)

## **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 its 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; in the Republic of South Africa   |
| 5.2 | Articles of Association | Means the Articles of Association of the company as Association registered with the Registrar of Companies in the Republic of South Africa, 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; |
| 5.3 | Body                    | Means that body which is recognized in terms of the laws of the country as the body which supervises, organizes and controls cricket in that country;  |
| 5.4 | CEO                     | Means Chief Executive Officer of the ACA appointed by the Executive Committee;   |
| 5.5 | Council                 | Means the body of Members of the ACA comprised as set out in Clause 9 and which meets by way of a General Meeting;   |
| 5.6 | Delegate                | Means one person, appointed by resolution of a Member, to represent that Member at a meeting of the Council, whose name has been duly submitted to CEO prior to any such meeting in terms of Clause 11;  |

5.7	Executive	Means the Executive Committee elected in terms of Clause 10;
5.8	Financial year	Means the period prescribed in Clause 18 of this Constitution;
5.9	ICC	Means the International Cricket Council;
5.10	General Meeting	Means an Annual General Meeting (“AGM”) or a Special General Meeting (“SGM”) of the Council;
5.11	Member	Means a body which has been admitted to membership in terms of Clause 7 and maintains such membership in terms of this Constitution;
5.12	Memorandum of Association	Means the Memorandum of Association of the company of Association as registered with the Registrar of Companies in the Republic of South Africa.
5.13	Month	Means a consecutive period of thirty days;
5.14	Life Member	Life Member means a person who has been admitted to Life Membership in terms of clause 7.5 and 7.6 unless removed in accordance with Clause 7.9;
5.15	Elections	Means every two (2) years when Members elect the Executive.
5.16	Region	Means the division of geographical area within Africa as defined by the Council in terms of Clause 16

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 its recognition by the ICC and to represent at the ICC all its Members whether or not such Members are members of 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 ventures through contracts, MOUs, agreements or bilateral ties with any organisation, association, institution, regions or countries whether inside or outside Africa;
- 6.12. To act at all times in accordance with the principles of good corporate governance and to provide to its members the structures through which the objectives of ACA are set, the means of attaining these objectives and by monitoring the performance of the Council, Executive, sub-committees and the Members of ACA.

## **7. MEMBERSHIP**

- 7.1. A Body shall upon compliance with the rules and criteria of the ACA for membership prevailing from time to time are 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 there is a dispute between a member and another body in the Country of the Member as to which of them represents the game of cricket in that country, the ACA shall recognise only that body that is recognised by the government of that country as the lawful body governing cricket in that country.
- 7.4. Any person who has 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 a Life Member by the Executive Committee subject to approval by the Council at a General Meeting.
- 7.5. A Life Member shall be entitled to such privileges and benefits as may be bestowed upon him by resolution of the Council admitting him to such membership.
- 7.6. A Life Member shall be entitled to attend General Meetings but shall have no voting rights and shall not hold any elective position on the Executive. .
- 7.7. A Life Member may be removed from membership of the ACA for conduct unbecoming of such a Member by a resolution passed by at least two thirds of the Members present and voting at a quorate meeting of the Council.

## **8. EXECUTIVE ORGANS**

The principal organs of the ACA shall be:-

- 8.1. The Council; and
- 8.2. The Executive.

## **9. THE COUNCIL**

The Council shall be the governing authority of the ACA and shall meet at least once every 12 months from the date of the last AGM.

### **9.1. Composition of the Council:-**

9.1.1. The Council shall comprise the members of the Executive; and

9.1.2. One (1) Delegate from each Member.

### **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 including Life Membership or any other Membership.

9.2.3. To consider the ratification of any decisions and 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.

9.2.7. Approval of budgets

9.2.8. Endorsement of strategic plans and policies of the ACA

9.2.9. To determine the creation of Regions.

## **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 every 12 months from the date of the last AGM

### **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 Finance Director

- 10.1.4. A Development Director
- 10.1.5. A Tournament Director
- 10.1.6. A Chief Executive Officer whose appointment shall be as hereinafter prescribed
- 10.1.7. A Regional Representative from each Region as provided for in clause 16

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 passed at a 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 for that purpose exercise its powers under this Constitution;
- 10.2.3. Appoint on such terms and conditions as they consider appropriate a CEO who shall, in conjunction with the Executive, be responsible for the day to day affairs and management of the ACA;
- 10.2.4. Utilize the services of existing consultants 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 Executive through the CEO
- 10.2.5. Nominate from amongst them a delegate or delegates to attend any meeting of the ICC or any other for at which the Executive deems necessary that the ACA should be represented;
- 10.2.6. Report to the Council any infringement of the Constitution by a Member and recommend appropriate disciplinary action;
- 10.2.7. Take disciplinary action against any Member Delegate, representative, official or player for any infringement of this Constitution or any rules or bye-laws made there under;
- 10.2.8. Establish such 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 sub-committee shall be a member of the Board.
- 10.2.9. Co-opt such people as it deems necessary from time to time for the furtherance of the objectives of the ACA. Such co-opted member may be entitled to attend Executive Meetings but shall have no voting rights.
- 10.2.10. Any sub-committee approved by the Executive shall have the power to co-opt any person who may be able to assist in its duties. Such person may attend meetings of the committee to which he is co-opted as required but shall have no voting rights;
- 10.2.11. Generally do all such things as may be necessary to achieve the objectives of the ACA.

- 10.2.12. Regulate, fix, conduct and/or manage all affairs relating to all representative matches, tournaments and visiting teams under the auspices of ACA as planned by the CEO, Development Director and Tournament Director;
  - 10.2.13. Approve teams to represent ACA in all tournaments and representative matches and to make such appointments as they may deem fit for such purposes as planned by the CEO, Development Director and Tournament Director;
  - 10.2.14. 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;
  - 10.2.15. Institute and defend any action or actions taken by or against the ACA;
  - 10.2.16. Provide logistical and financial assistance to all Members whenever deemed necessary in the best interests of cricket in Africa;
  - 10.2.17. Provide incentives and performance measures to its Members ;
  - 10.2.18. Provide accountability and transparency within its ranks and ensure an equitable distribution of resources of ACA amongst its Members.
- 10.3. **Cessation of membership of the Executive**
- 10.3.1. Any member of the Executive who fails to attend more than two consecutive meetings of the Executive without good cause shall automatically lose his position
  - 10.3.2. Any member of the Executive may resign by giving notice in writing to the CEO and thereupon his position 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 reason the Executive shall have the power to fill such vacancy.
- 10.4. **Meeting of the Executive**
- 10.4.1. At least thirty (30) days notice of a meeting of the Executive shall be given to each member of the Executive by the CEO. The notice shall be sent by electronic mail to the member concerned.
  - 10.4.2. The CEO may convene a meeting on instructions from the Chairman.
  - 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 a majority of the members of the Executive present and quadrate at that meeting 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 provided that in the event of a deadlock the Chairman shall have a casting vote.

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 as is 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, ascertain and verify:-

10.5.3.1. The status of cricket played in the country of a Member;

10.5.3.2. The status of development of the game of cricket in the country of a Member;

10.5.3.3. The priorities of a Member for the improvement of cricket in its country;

10.5.3.4. The resources that have been developed in the Member's country for the development and improvement of cricket;

10.5.3.5. 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

10.5.3.6. Formulate and submit to the Executive through the office of the CEO:-

10.5.3.6.1. A development strategy for the ACA and its Members;

10.5.3.6.2. A programme of priorities for development;

10.5.3.6.3. A development budget;

10.5.3.6.4. Establish and maintain a development fund and co-ordinate disbursements from that fund.

10.5.3.6.5. Implement the development strategy of the ACA and coordinate and supervise the Regional development officers in each Region.

10.5.3.6.6. Recommend to the Executive the competitions that should be held by the ACA to implement the objectives of development and fair competition

10.6. The Tournament Director shall be responsible for:

10.6.1.1. Determining the venues, dates and fixtures for the holding of competitions in conjunction with the Development Director and the CEO.

- 10.6.1.2. Inspecting facilities to be provided by the Member hosting a competition and ensuring that such facilities are sufficient and of a standard required by the competition.
- 10.6.1.3. Appointing of umpires and all other match officials to stand in the competition.
- 10.6.1.4. Enforcing 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
- 10.6.1.5. Circulating all information in relation to any competition to all relevant parties through the office of the CEO
- 10.6.1.6. Acting as coordinator between the CEO's office and a Member hosting a competition and the Members participating in that competition in regard to all other issues incidental to and necessary for the proper and successful running of any such competition

10.6.2. **The Finance Director shall:-**

- 10.6.2.1. keep a record of all expenditure of the ACA;
- 10.6.2.2. keep a record of all income of the ACA;
- 10.6.2.3. keep books and records recording all income and expenditure and vouchers and documents pertaining thereto in accordance with generally accepted accounting principles;
- 10.6.2.4. monitor the collection by the CEO of all fees and levies due by Members to the ACA;
- 10.6.2.5. 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 the Executive at least 30 days before the AGM ;
- 10.6.2.6. Make a report in respect of each preceding financial year to the Executive at an Executive meeting and thereafter to the Members at the AGM;
- 10.6.2.7. Prepare and present to each AGM a proposed budget of income and expenditure for the ensuing financial year;

10.6.3. **Regional Representatives**

The role of each Regional Representative shall be:-

- 10.6.3.1. To communicate with its regional members and compile development reports and thereafter to submit them to the Executive through the CEO.
- 10.6.3.2. To monitor and advise its Members on their respective development plans.

10.6.4. **The Chief Executive Officer shall:**

10.6.4.1. 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:

- 10.6.4.1.1.1. Manage and administer the key operational and strategic processes of ACA;
- 10.6.4.1.1.2. Be responsible for financial performance of the ACA;
- 10.6.4.1.1.3. Recruit and manage the personnel of the ACA.
- 10.6.4.1.1.4. Liaise and correspond with key stakeholders of the ACA.
- 10.6.4.1.1.5. Handle disciplinary procedures and other negotiations with players and governing bodies in consultation with the Executive
- 10.6.4.1.1.6. Liaise with the auditors of the ACA in the preparation of the annual financial statements of the ACA;
- 10.6.4.1.1.7. Prepare and submit to the Executive for approval draft audited income and expenditure accounts and balance sheet covering the ACA's finances for the period up to the end of the preceding financial year and after the same shall have been approved shall be signed by the Chairman, CEO and the auditors of the ACA and thereafter laid before the Members at an AGM for adoption;
- 10.6.4.1.1.8. Keep separate accounts for each competition for which the ACA is directly responsible;
- 10.6.4.1.1.9. Be responsible for management of assets, facilities, activities and events of the ACA;
- 10.6.4.1.1.10. Market the ACA and its Members internationally and locally to sponsors, stakeholders and the public in general;
- 10.6.4.1.1.11. Adhere to acceptable corporate governance practices in all respects.
- 10.6.4.1.1.12. Keep in safe custody all monies, movable property and assets and account for the same

10.6.4.2. The CEO shall in addition to his duties defined above:

- 10.6.4.2.1. 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 and thereafter circulate minutes of such meetings to Members and the Executive (as appropriate) within 30days of the meeting;
- 10.6.4.2.2. In liaison with the Finance Director collect all fees and levies due by Members to the ACA;
- 10.6.4.2.3. Keep a register of Members and their contact addresses;

- 10.6.4.2.4. Keep a register of members of the Executive and their contact addresses;
- 10.6.4.2.5. Monitor and supervise the submissions from each Member 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 and improving cricket in their countries;
- 10.6.4.2.6. Receive from each Member and keep a diary of all events pertaining to cricket planned to be held by each Member in its country;
- 10.6.4.2.7. Circulate the aforesaid diary and resource information amongst Members and coordinate the sharing of and exploitation of resources by Members;
- 10.6.4.2.8. Where the duties of the CEO coincide or overlap with that of any other member of the Executive the CEO shall work in co-operation 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 AGM of the ACA shall be held at least once every 12 months but no later than 31st May of each year on a day which shall be decided by the Executive;
- 11.1.2. Notice of the meeting shall be given to all 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 AGM 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 AGM and any SGM held since the last AGM;
  - 11.1.3.4. To receive and adopt the reports of the Chairman, the Tournament Director and the Development Director in respect of the preceding year;
  - 11.1.3.5. To receive and adopt the reports of the Finance Director in respect of the preceding financial year;
  - 11.1.3.6. To receive adopt the audited financial statements of the ACA in respect of the preceding financial year;
  - 11.1.3.7. To raise and deliberate any matters arising from the Finance Director's report and financial statements;

- 11.1.3.8. To consider and approve, with or without any amendment, the budget for the forthcoming financial year;
  - 11.1.3.9. To receive, and adopt the reports of the Regional Representatives. Reports must be submitted accordingly.
  - 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 Finance Director.
  - 11.1.3.12. To accept and endorse the Regional Representatives elected by the Regions in terms of clause 16.2 of this Constitution
  - 11.1.3.13. To deliberate, formulate or review any rules or regulations to be made or made by the Council in terms of this Constitution;
  - 11.1.3.14. To deliberate and approve any policy and action for implementation and delegate each responsibilities;
  - 11.1.3.15. To decide on any resolution of which not less than 15 days notice in writing has been received by the CEO prior to the date of the meeting;
  - 11.1.3.16. To appoint auditors for the ACA for the following year in compliance with the legislation applicable in the Republic of South Africa or of any other jurisdiction should the Head Office of ACA be relocated
- 11.2. Each Member shall be entitled to be represented at an AGM by one (1) Delegate The name of the Delegate shall be sent to the CEO 15 days prior to the meeting
  - 11.3. Save as otherwise may be agreed by the Council at a General Meeting the AGM shall be hosted by Members in rotation and held in a venue approved by the Executive in the country of the Member which is hosting the AGM.
  - 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 a simple majority of Members present and voting at the meeting shall preside.

#### 11.5. **Voting at Meetings**

- 11.5.1. Attendance at an AGM shall be open to all the Members of the ACA but only those Members who have paid all fees and any penalties due thereon (if any) due in respect of all preceding financial years three (3) days preceding the meeting shall be entitled to vote thereat. All Affiliation fees must be paid twenty one (21) days prior to the AGM of the ACA.
- 11.5.2. Attendance at an SGM shall be open to all Members of the ACA but only those Members who have paid all outstanding fees and penalties no later than five days before the date of the SGM shall be entitled to vote thereat.
- 11.5.3. Each Member shall be entitled to one vote exercisable by its Delegate present at the meeting. A Member shall be entitled to nominate an alternative delegate as its Delegate in the event its originally named delegate is unable to attend a General Meeting for any reason.

11.5.4. Notwithstanding the foregoing in the case of a bona fide emergency (the existence of which must be proved to the satisfaction of the Chairman) a Delegate authorized to attend a meeting may be replaced by an alternative delegate up to four hours before a General Meeting on submission of the replacement name by the executive authority of the Body of the Member concerned authorizing the replacement to attend.

11.5.5. The Chairman shall have a casting vote in any meeting of the ACA which shall only be exercised in the case of an equality of votes;

11.5.6. Votes at any meeting of the ACA shall be taken by a show of hands save that votes for contested positions on the Executive at an AGM shall only be by way of a secret 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 of the Executive and the Regional Representatives of the Executive excluding the CEO shall take place every two years (hereinafter referred to as “election year”).

11.6.2. Nominations of the office bearers of the Executive in an election year must be received by the CEO not less than 30 days before the AGM. 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 or she belongs. The candidate must be a member of the Board of his Country.

11.6.3. The election of the Regional Representative to the Executive shall be undertaken by each of the prescribed Regions in an election year prior to the AGM held in that year. of the ACA

11.6.4. The CEO shall not less than fifteen (15) days before the AGM circulate a list of all the persons seeking election as office bearers of the ACA at the meeting to all Members.

11.7. **Special General Meetings**

11.7.1. Special General Meetings shall be convened in the following circumstances:

11.7.1.1. When in the sole discretion of the Executive it appears to be necessary; or

11.7.1.2. When at least two-thirds of the Members at the time of the request requisition the Executive in writing to convene such a meeting clearly specifying the motion(s) to be considered.

11.7.2. The Executive shall convene an SGM within 45 days after receiving such notice or taking the decision referred to in Clause 11.8.1 above and give at least 30 days written notice to all 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. QUORUM**

- 12.1. The quorum for any meeting held in terms of this Constitution shall comprise the majority in number of the persons entitled under the provisions of this Constitution 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 persons 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. Unless otherwise determined by the Council in a General Meeting, competitions shall be hosted by such Members as determined by the CEO, Tournament Director and Development Director.

## **14. RULES FOR COMPETITIONS**

The CEO, Tournament Director and Development Director shall make rules governing:-

- 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 participating 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 that competition;
- 14.6. The enforcement of and rules for the enforcement of discipline of Members, officials of Members, teams of Members and players in such competitions ;
- 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 may:
- 15.1.1. On good cause shown by a Member reduce the fee payable by that Member or exempt such member from payment of the prescribed fee.
- 15.1.2. Determine the fee, if any, payable by an applicant new member on admission as a Member; and
- 15.1.3. 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.
- 15.2. 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.
- 15.3. 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 AGM at which the value of the fee was determined, then the member paying late shall be obliged, as a penalty to effect payment of an additional amount equal to 10% of the fee payable.
- 15.4. 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 AGM 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.
- 15.5. 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 AGM 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.
- 15.6. 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.
- 15.7. 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 AGM 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.

- 15.8. 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.
- 15.9. In the event any suspension of a Member has not been lifted by the date of the AGM following the financial year in which the suspension occurred then the membership of that Member to the ACA may be cancelled by a simple majority of the Members present at the AGM or any Special General Meeting of the Council.
- 15.10. 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.
- 15.11. The Executive Committee may recommend to the Council to permanently revoke membership on good cause shown subject to the following:
- 15.11.1.1. 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.
- 15.11.2. The Member concerned shall have the right to make representations to the Executive in writing to be received by the office of the CEO not less than 7 days prior to the date of the meeting.
- 15.11.3. The Executive Committee and the Member affected shall have the right to call witnesses and/or to make representations at such meeting

## **16. REGIONS**

- 16.1. The Council shall in accordance with the recommendation of the Executive determine the creation and composition of Regions within Africa and the division and distribution of its Members within such Regions at a General Meeting.
- 16.2. Each Region shall be entitled to elect or appoint one ordinary voting member to the Executive in an election year as provided for in Clause 11.7.3 hereof.
- 16.3. The Chairman on behalf of the Council shall receive the name of the person elected by the Region to represent the interests of the member countries within that Region before Elections are held at any AGM.
- 16.4. The Regions shall elect their respective Regional Representatives at a meeting attended by the members of the Region concerned which shall be held prior to the AGM in any election year.

## **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 shall be valid and effective as against the ACA, unless signed by a signatory duly authorised to do so by the Executive and in accordance with the terms of any mandate given by the Executive.

## **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 in terms of this Constitution which audited statements with schedules shall be submitted at the following AGM for approval and adoption by the Members. Any Member shall be entitled to request in writing for any clarification and / or explanation regarding the financial statements of the ACA which shall be responded to in writing by the Executive within 30 days after being requested to do so.
- 18.4. Any member of ACA who fails to comply with the ICC's criteria for financial audits and/or fails to respond or comply with any ACA/ICC deadline will be liable to be suspended

## **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:
- 20.1.1. Be a voluntary association comprising of its Members;
  - 20.1.2. Not be carried on primarily for purposes of gain.
  - 20.1.3. Have perpetual succession notwithstanding any change in the number or identity of its Members;
  - 20.1.4. Be vested with the power to acquire, to hold and to alienate property of every description whatsoever, whether it is immovable / moveable / 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 that 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 Member.

### **2.1.1 AMENDMENTS TO 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 by the member proposing the amendments, 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.

2.1.2 The Executive may propose amendments to the Constitution which proposed amendments shall be sent out by the CEO to all the Members at least twenty one (21) days prior to the General Meeting and any such amendments to the Constitution shall be passed by not less than 2/3 of those present and eligible to vote at the General Meeting.

## **21. DISSOLUTION**

21.1. The ACA may be dissolved at any time by a resolution in favour 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.

21.2. 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.

## **22. TITLE OF CONSTITUTION**

This Constitution shall be deemed to have come into force and effect on the 20<sup>th</sup> day of April 2013 and shall be known as “The Constitution of the Africa Cricket Association 2013”.