

ROE GREEN CRICKET CLUB

RULES & CONSTITUTION

1. That the Club shall be called ROE GREEN CRICKET CLUB and shall consist of an unlimited number of members.
2. The objective of the Club shall be the development and furtherance of cricket.
3. The Club shall be managed by a Committee formed from the President, Chairman, Treasurer, Secretary, Welfare Officer, Youth Cricket Co-ordinator, Vice Chairman, and specific positions responsible for Senior Cricket, Ground, Buildings & Facilities and Events & Fundraising. The Committee has the power to co-opt other members for specific duties.
4. Any 5 (five) Committee Members shall form a quorum for Committee Meetings. In the absence of the Chairman, a chairman for the meeting shall be elected by the members attending.
5. That the Officers of the Club and the General Committee shall be elected at the Annual General Meeting (AGM). All voting members shall be given 14 days notice of the AGM. Notifications to include a copy of the accounts to be discussed at the AGM. Nominations for office shall close at midnight on the day before the date of the AGM. Nominations at the AGM shall only be accepted only for those positions for which no nominations had been received.
6. That the membership of the Club shall consist of voting members (Vice-Presidents, Full Life Members, Full Members) and non-voting members (Life Social Members, Social Members and Junior Members).
7. By being a member of the Club, the individual agrees to adhere to the constitution as documented here and further agrees to act in a manner that will uphold and promote the good name of the Club.
8. Neither Junior Members nor Social Members shall be eligible to election to any office, nor vote at the General Meeting of Members. Attendance of such Members at any such General Meeting shall be at the discretion of the General Committee. Notwithstanding the existing Club membership rules, the Club will allow the Club

cricketing professional to seek nomination for and election as the 1st XI Team captain or Vice Captain.

9. Objections to applications should be made in writing to the Secretary with such notice so it can be heard in conjunction with the application at the next General Committee Meeting. Such election shall be by a simple majority of those present at the Meeting. Notwithstanding the above, the recruitment and admission of Youth Cricketers shall be managed by the Youth Cricket Coordinating Group. This rule is to be read in conjunction with Rule 11 b.

10. That Life Members and Vice- Presidents shall be nominated at the discretion of the General Committee.

11. MEMBERSHIP:

a) Membership shall be open to all irrespective of age, gender, disability, race, ethnic origin, colour, social status and sexual orientation. Annual subscriptions shall be decided at the AGM.

- The membership year shall run from the 1st January to the 31st December and subscriptions fall due on 1st January each year. Any person not having paid their subscription by 1st January shall not be considered a member until their subscription has been paid.

- Any Full Member wishing to renew his membership and play for the Club will not be considered for team selection until they have paid their subscription

b) In the event that an individual wishes to become a new full playing member, they must comply with Rule 9. They may, however, with the agreement of the Officers, enjoy the benefits of being a Full Member immediately once their application and subscription has been received, until they can be elected at the next Meeting of the General Committee. In the event of non-election, the subscription shall be refunded.

c) Any Full Member wishing to leave the Club shall send a written resignation to the Secretary. Full Members wishing to transfer to another club shall be subject to the League's transfer regulations and shall have no debts owed to the Club. Any Full Member who transfers to another club shall be deemed to have resigned his/her Membership of the Club.

d) Each senior member will be issued with a membership card that will expire on the 31st December each year and remain expired until the applicable membership fee has been paid. A member will be entitled to purchase bar products at the prevailing discounted rate only upon production of a valid membership card in the name of the member at the time of purchase. Lost or replacement membership cards will be issued at a cost of £5 per card.

12. That at the requisition of four Members of the General Committee or seven voting members of the Club, the Secretary shall, at any time, call an Extraordinary General Meeting giving one week's notice of the same and stating business.

13. That no member of the Club be allowed to go to ballot for election to office and no member be allowed to nominate or second any nomination unless the nominee's, proposer's and seconder's subscriptions have been paid.

14. That the General Committee have the power to suspend or expel any member whom they consider guilty of conduct derogatory to the welfare of the Club.

15. That no rule shall be altered or added without the consent of two-thirds of the Annual General Meeting. Any proposed amendment to rules requires 14 days notice in writing to the Secretary stating full proposal.

16. RULES FOR THE LICENSED BAR IN THE PAVILION

a) The Bar shall be controlled by the General Committee and their nominees.

The nominees will be responsible for all financial matters pertaining to the operation of the Bar, subject to the approval of the General Committee.

Monthly accounts shall be submitted to the General Committee and an

Audited Financial Statement shall be submitted to the AGM.

b) Members of visiting cricket clubs and their guests shall be deemed temporary social members for the day of their visit.

c) All Vice-Presidents, Life Members, Full Members and Social Members shall be entitled to enjoy the Bar facilities of the Club. Such members partaking in these privileges must produce a current membership card when so requested by an official of the Club, or member in charge of the Bar.

d) A current list of members, together with a copy of the Rules of the Club, shall at all times be available for inspection in the Pavilion.

e) Visitors, other than as members or guests of a member of a recognised visiting sports club, may partake of the privileges of the Bar as guests of Vice-Presidents, Full Members or Social Members. Visitors may only so attend on two occasions in any one year as a guest of the same member.

f) Persons hiring the clubroom will be deemed temporary social members for the day of the hire.

g) No person shall be introduced as a visitor or guest into the Club whose membership has been previously suspended, the terms of which necessitated reapplication for membership. Attendance on Club premises shall only be permitted once such a successful application for membership has occurred.

h) That only alcohol purchased from the Bar may be consumed within the perimeter of the Club.

17. PROPERTY OF THE CLUB

a) The Club may receive and disclaim property of any nature whether or not it is subject to any express conditions or trusts. The Club may purchase, or otherwise acquire and hold, property of any nature and may sell, lease, mortgage or otherwise deal with the same. Any property belonging to the Club shall be invested in the names of not more than seven, nor less than two

Trustees who may be appointed from time to time by the General Committee

b) The Trustees shall in all respects act as required by the General Committee and a copy of the Minutes of the General Committee, signed by the Chairman, shall be conclusive evidence of its decision.

c) Any Trustee may be removed from office by resolutions passed at a meeting of the General Committee by a vote of not less than two-thirds majority of the members of the General Committee present and voting at the meeting.

d) The Trustees shall be effectually indemnified from and against any liability costs, expenses and payments whatsoever, which may be properly incurred or made by them, in relation to the trusts of the property and investments of the Club, or in relation to any legal proceedings, or which otherwise relate directly or indirectly to the performance of the functions of a Trustee of the Club.

18. RULES RELATING TO FINANCE

a) The financial year shall end of the 30th day of September in each year.

b) The income and property of the Club and all money received by, or on behalf of, the Club shall be applied solely towards the furtherance, promotion and execution of the objects of the Club and no portion thereof shall be paid by way of dividend, bonus or profit to any member of the Club provided that nothing herein expressed or contained shall prevent the payment in good faith or remuneration of expenses, or both, to any Officer or servant of the Club or any member of the Club or other person or persons, for services actually rendered by them to the Club.

c) All monies payable to the Club shall be received by the Treasurer or such other Officer or such Bank as shall be appointed to receive the same. All funds belonging to the Club shall (unless invested) be deposited in a Banking Account in the name of the Club and no sums shall be drawn from this

Account, except by cheques signed by such person, or persons, as the General Committee shall direct. Any money not required for immediate use may be invested by the General Committee as herein authorised. The Treasurer shall cause true accounts to be kept of the receipts, expenditures, assets and liabilities of the Club and shall place before the members of the Club at each annual general meeting a properly audited statement of income and expenditure and balance sheet made up to the end of the previous financial year.

d) If at any time the Club in general meeting shall pass a resolution authorising the General Committee to borrow money, the General Committee shall thereupon be empowered to borrow, for the purposes of the Club, such amount of money either at one time or from time to time and at such rate of interest and in such form and manner and upon such security as shall be specified in the such resolution and thereupon the Trustee shall, at the direction of the General Committee, make all such dispositions of Club property or any part thereof and enter into such agreement in relation thereto as the General Committee deem proper for giving security of such loans and interest. All members of the Club, whether voting on such resolution or not, and all persons becoming members of the Club after the passing of such resolution, shall be deemed to have assented to the same as if they had voted in favour of such resolution.

19. RECORDS AND MINUTES

a) Records shall be taken and Minutes kept in such form as the General Committee may direct of the proceedings at all Meetings of the General Committee and of Sub-Committees and the minutes of such meetings shall be confirmed at and signed by the Chairman of a subsequent meeting and when so confirmed and signed shall be conclusive as to all matters and things

therein recorded and purported to have been done or directed to be done.

b) A resolution in writing, signed and agreed by all members of the General Committee, for the time being shall be as valid and effectual as if it had been passed at a meeting of the General Committee duly called and held and may consist of several documents in the right form, each signed by one or more members of the General Committee.

20. The General Committee shall complete an annual review of all the Club's insurance policies.

21. DISSOLUTION OF THE CLUB

If at any General Meeting a resolution for the dissolution of the Club shall be passed by a majority of the members present and at a special general meeting held not less than six weeks thereafter (of which not less than four weeks written notice shall have been given to each member) and at which not less than one-half of the members shall be present, that the resolution shall be confirmed by a resolution passed by a majority of two-thirds of the members voting thereon, the General Committee shall thereupon, or at such future date as shall be specified in such resolution, proceed to realise the property of the Club and after the discharge of all liabilities, remaining assets to be approved for sporting or charitable purposes and on completion the Club shall be dissolved.

22. INTERPRETATION

If there shall be any ambiguity or indifference of opinion concerning the purport or interpretation of any rule and to deal with any matter not provided for in these rules, reference shall be made in writing to the Secretary who shall refer the matter to the General Committee. The decision of the General Committee shall be final and binding upon all parties

In the above rules 18 to 21, the term "member" is confined to all voting members.

23. DISCIPLINARY PROCEDURES

a) It shall be a disciplinary offence for any player, in the course of, or in connection with a match, to misconduct himself or act at any time in a manner calculated to prejudice the good name or interests of Roe Green Cricket Club

b) For the purpose of these rules, the expression "the player" shall throughout be

deemed to mean and include not only any player, whether a professional or otherwise, but also any member or official of the Club involved in any incident of possible misconduct occurring on the field of play, or on the premises of the Club.

c) Upon receipt of a complaint, the Secretary shall, in the first instance, appoint a member of the Committee to conduct an informal grievance investigation to seek a satisfactory resolution of the problem.

d) If the procedure in 23(c) above does not resolve the problem within seven days, the Secretary shall, upon receipt of a signed written complaint, institute a formal disciplinary meeting which shall consist of a panel of a minimum of three committee members. The Secretary shall be present in his capacity to record the minutes of the meeting and shall not vote or take part on any issue. Such meetings shall be conducted according to the principles of natural justice. At least seven days notice of the hearing and of the alleged offence shall be given to the member.

e) The member shall be entitled to attend the hearing. Both the complainant and the disciplined member have the right to call upon a witness. Such attendance shall only be to provide verification of events and the witness shall play no other role in the hearing or process. In the case of the member in question being under 18 years of age on the date fixed for the Disciplinary hearing, it shall take place in the presence of a parent or guardian of the player, or another appropriate adult.

f) If the panel of the Disciplinary Committee finds that unethical behaviour has occurred, the Club shall have the power to impose fair and reasonable sanctions on the member consisting of one or more of the following:

- Record a reprimand and warn as to future conduct. This shall remain on file for future reference

- Suspend a player from being considered for selection for a specified period
- Suspend from membership for a specified period.
- Seek redress from the member for any loss or damage incurred by the Club as a result of the actions of the member
- Terminate membership of the Club including attendance at the Club Premises or Club-related events.

g) The complainant or the disciplined member shall have the right of appeal to the Secretary against the first decision within 7 days of the original Disciplinary hearing.

h) The Secretary, or his representative, together with a minimum of 3 committee members, who were not involved in the disciplinary hearing, shall conduct a full and fair appeals hearing. The decision of the club appeals panel shall be final and binding.

24. The Club will follow the rules as laid down by the ECB in their Welfare of Young People in Cricket Policy (and all updates of those rules) in respect of the following:

- Safe Hands Policy
- Code of Conduct for Club Officials and Volunteers
- Code of Conduct for Parents/Guardians
- Inclusion and Diversity Policy
- Health & Safety Policy
- Guidelines for Dealing with an Incident/Accident (with use of Reporting Form).

25. YOUTH CRICKET

The Youth Cricket Section is a constituent part of Roe Green Cricket Club and shall act under the control of the Club's General Committee. Notwithstanding this, it shall have its own constitution and shall be managed by a Youth Cricket Co-ordinating Group (YCCG)

which shall comprise of

- Youth cricket Co-ordinator
- Club Treasurer
- Team Managers
- Coaches
- Parents

26. England and Wales Cricket Board Anti-Discrimination Code

INTRODUCTION

The England and Wales Cricket Board (the ECB) is responsible for the governance of cricket in England

and Wales. This ECB Anti-Discrimination Code (the Code) is part of the ECB's continuing efforts to maintain the integrity, diversity and inclusivity of cricket.

The ECB aims to create an environment within cricket in England and Wales in which no individual, group or organisation experiences discrimination or acts in a discriminatory manner on the basis of a Protected Characteristic (as defined in the Equality Act 2010 from time to time – which at the time of writing are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation).

This Code therefore sets out discriminatory behaviour which, when carried out by a participant who is required to comply with it, will be a breach of the Code and may be sanctioned accordingly.

All Participants (as defined below) agree by virtue of their involvement in cricket in England and Wales

to be bound by this Code and submit to the disciplinary jurisdiction of the relevant body which applies

to them.

All County Cricket Boards, First Class Counties, Regional Hosts, the National Counties, leagues, clubs and other organisations under the jurisdiction of the ECB or its Members must adopt and enforce the

Code.

Participants who are party to an ECB agreement and/or in receipt of ECB funding may be obliged, as a

condition of those agreements or funding, to comply with or adopt the Code and/or enforce the provisions of the Code through their own processes.

The Code may be amended from time to time by the ECB in its sole discretion, with such amendments

coming into effect on the date specified by the ECB.

BREACHES UNDER THE ANTI-DISCRIMINATION CODE

Cricket Organisation means

(a) County Cricket Boards, First Class Counties, Regional Hosts, National Counties, the Marylebone Cricket Club and other organisations under the jurisdiction of the ECB or its Members;

(b) clubs and leagues which are affiliated to or under the jurisdiction of either the ECB or any of its Members; and

(c) any other organisations which adopt this Code.

Participant means:

(a) Cricket Organisations;

(b) employees, directors, officers, committee members, contractors and volunteers, in each case, of the ECB or any Cricket Organisation;

(c) match officials including members of the Association of Cricket Officials;

(d) members of the ECB Coaches Association;

(e) an individual taking part in a cricket match or event under the jurisdiction of the ECB and/or any ECB Member; and

(f) any other individual who becomes bound by this Code.

Example

Paragraph (f) above is intended to cover other individuals which a cricket organisation chooses to have bound by the Code. For example, a cricket venue may require spectators to abide by the Code by making it a provision of the ticket terms and conditions which a spectator agrees to.

1. It will be a breach of this Code for any Participant to:

1.1. discriminate against any person or persons based upon any relevant Protected Characteristic, whether by act or omission, directly or indirectly, unless permitted by law; and/or

1.2. engage in conduct related to a relevant Protected Characteristic which has the purpose or effect of violating another's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person or persons.

2. In deciding whether the conduct has the effect referred to in paragraph 1.2 above, the following shall be taken into account, namely –

(a) the perception of the relevant person or persons,

(b) the circumstances of the case, and

(c) whether it is reasonable for the conduct to have that effect.

3. In instances where the Participant is an organisation, it will be a breach of this Code to fail to provide an effective, timely and proportionate response to an alleged breach under paragraph 1 above, carried out by any individual or organisation under the jurisdiction of the Participant.

4. The breaches referenced in paragraph 1 shall apply regardless of whether the Protected Characteristic(s) around which the breach is based applies to the person or people to whom the offending conduct is directed.

Example

If a player makes a homophobic comment directed at another player during a match, regardless of whether that other player belongs to the group referred to, this would amount to a breach of the AntiDiscrimination Code.

5. Any breach of this Code may also constitute an offence or breach of other applicable laws, rules and/or regulations. This Code is intended to supplement such other laws, rules and regulations and is not intended, and may not be interpreted, construed or applied, to prejudice or undermine in any way the application of such other laws, rules and/or regulations. Participants therefore acknowledge and agree that this Code does not limit their responsibilities or obligations under other laws, rules and/or regulations.