

COMPANIES ACT, 2008

**MEMORANDUM OF INCORPORATION
OF A NON-PROFIT COMPANY
[“MOI”]**

NAME OF COMPANY:

**GAUTENG CRICKET BOARD
 (“GCB”)**

REGISTRATION NUMBER:

1977/002554/08

Approved 28 September 2016

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PRELIMINARY

1. INTERPRETATION

In this Memorandum, unless the context otherwise requires:

- 1.1 **“Act”** means the Companies Act No. 71 of 2008, as amended, re-enacted and for the time being in force, including any regulations framed thereunder and for the time being in force;
- 1.2 **“accounting records”** means information in written or electronic form concerning the financial affairs of a company as required in terms of the Act including, but not limited to, purchase and sales records, general and subsidiary ledgers and other documents and books used in the preparation of financial statements;
- 1.3 **“alternate Director”** means a person elected or appointed to serve, as the occasion requires, as a member of the board of a company, and in particular GCB, in substitution for a particular elected or appointed Director/s of that company, in particular GCB;
- 1.4 **“annual general meeting”** or **“AGM”** means the meeting of a public company required by section 61(7) of the Act which will be held once in every calendar year but no more than 15 months after the date of the previous annual general meeting, or within an extended time allowed by the Companies Tribunal on good cause shown;
- 1.5 **“audit”** has the meaning set out in the Auditing Profession Act, but does not include an “independent review” of annual financial statements, as contemplated in section 30(2)(b)(ii) (bb) of the Act;
- 1.6 **“Auditing Profession Act”** means the Auditing Profession Act, 2005 (Act No. 26 of 2005);
- 1.7 **“auditor”** has the meaning set out in the Auditing Profession Act;
- 1.8 **“Black African Cricket Forum”**, or **“BACF”**, means the forum comprising of Black African Cricket Clubs in Gauteng as originally defined in the Langa Report 2010;
- 1.9 **“Board”** means the Board of Directors of GCB constituted in terms of paragraph 6 or 7 hereof, comprising those persons occupying the position of Directors of GCB from time to time and those persons in an *ex officio* capacity;
- 1.10 **“business days”** means weekdays excluding any public holiday, Saturday or Sunday and which falls on or between the periods set out in Section 5(3)(a) and 5(3)(b) of the Act. When in this MOI, a particular number of “business days” is provided for between the happening of one event and another, the number of days must be calculated by:
 - 1.10.1 Excluding the day on which the first such event occurs;
 - 1.10.2 Including the day on or by which the second event is to occur; and
 - 1.10.3 Excluding any public holiday, Saturday or Sunday that falls on or between the days contemplated above;
- 1.11 **“CEO”** means the Chief Executive Officer of GCB, appointed to attend to the day-to-day management of GCB;
- 1.12 **“CFO”** means Chief Financial Officer of GCB, appointed to attend to the day-to-day financial management of GCB;

- 1.13 **“Code of Conduct”** means the Rules and Code of Conduct of Gauteng Cricket Board;
- 1.14 **“Commission”** means the Companies and Intellectual Property Commission established by section 185 of the Act;
- 1.15 **“Committee”** shall mean a committee or a sub-committee of the Board or any other *ad hoc* structure created by the Board or created by EXCO and ratified by the Board;
- 1.16 **“Concerned Cricket Fraternity”, or “CCF”,** means the forum comprising of essentially the Indian and Coloured clubs in Gauteng as originally defined in the Langa Report 2010;
- 1.17 **“CSA”** means Cricket South Africa, the controlling body of cricket in South Africa;
- 1.18 **“delegate”** means a person authorized or accredited to act as the representative of a member at any general meeting of GCB;
- 1.19 **“Deputy President/s”** means those persons elected to those positions by the Directors in accordance with paragraph 7.6 hereof;
- 1.20 **“Director” or “Directors”** means the person or those persons contemplated in Section 66 of the Act and nominated and elected in terms of the provisions of this MOI or an alternate Director of GCB and includes any person occupying the position of a Director or alternate Director, by whatever name designated,
- 1.21 **“electronic”** means any form of electronic transmission, including electronic post, approved by the Directors, utilised to issue, present, deliver, serve and record *inter alia* circulars, statutory notices, financial statements, auditors reports, notifications, proxy forms and other documentation or information pertaining to GCB;
- 1.22 **“EXCO”** means the executive committee Directors to whom the implementation of the Board’s business plan, strategies and decisions have been delegated and who are responsible for the day-to-day management of GCB. EXCO shall comprise of the President, the 2 (two) Deputy Presidents, the CEO, the Chairman of Finance Committee and the CFO or as the Board, in its discretion may decide;
- 1.23 **“exercise”,** when used in relation to voting rights, includes voting by proxy, nominee, trustee or other person in a similar capacity;
- 1.24 **“ex officio Director”** means a person who holds office as a Director of a particular company solely as a consequence of that person holding some other office, title, designation or similar status specified in the company’s MOI and who shall not be entitled to vote;
- 1.25 **“financial year”** means the annual period commencing from 1 May of each and every calendar year and terminating on 30 April of the following calendar year;
- 1.26 **“financial year-end”** means 30 April of each and every calendar year;
- 1.27 **“GCB” and “Company”** means Gauteng Cricket Board, a non-profit company as contemplated in Schedule 1 of the Act and which is an affiliate of CSA;
- 1.28 **“GCB Regulations”** means such regulations and policies adopted and amended by the Company from time to time (including but not limited to the Transformation Policy, the GCB Code of Ethics, the GCB Anti-Corruption Code, the Delegated Authority Policy, the Rules on Advertising on Cricket Clothing and Equipment, the Administrative Conditions, the Rules and Code of Conduct, the GCB Anti-Corruption Code for Players and Player Support Personnel,

the GCB Anti-Doping Rules and the Player Agent Regulations), which together with this MOI will regulate all aspects of Active Cricket in the Republic of South Africa;

- 1.29** “**general meeting/s**” means any general meeting/s of members of GCB, including the annual general meeting or AGM;
- 1.30** “**incorporator**” when used –
- (a) With respect to a company incorporated in terms of the Act, means a person who incorporated that company, as contemplated in section 13 of the Act; or
 - (b) With respect to a pre-existing company, means a person who took the relevant acts comparable to those contemplated in section 13 of the Act to bring about the incorporation of that company;
- 1.31** “**Interest Group**” means either the Black African Cricket Forum (BACF), Concerned Cricket Fraternity (CCF) and/or the Previously Advantaged Clubs (PAC) who were defined in the Langa Report as being the three main stakeholders or interest groups involved in cricket in Gauteng;
- 1.32** “**Independent Director or Independent Directors**” means the person or those persons, who after identification, screening and recommendation to the Company by the Independent Nominations Committee are elected by the voting members exercising their voting power;
- 1.33** “**Independent Nominations Committee**” means the committee established by the Board responsible for the design and implementation of a transparent process to call for nominations, identify, screen and recommend to the Company a proposed list of suitable candidates for appointment to serve as Independent Directors;
- 1.34** “**Langa Report**” means the Report submitted during July 2010 by the Commission of Enquiry set up by CSA to look into the affairs of GCB and accepted by the membership of GCB on 30 September 2010 at a General meeting of the membership as it existed at that time;
- 1.35** “**league competitions**” means the cricket league competitions organized and controlled by the Board (played on Saturdays and/or Sundays) and which may comprise one or more separate competitions as determined by the Board on a seasonal basis;
- 1.36** “**MOI**” means Memorandum of Incorporation;
- 1.37** “**non-profit company**” means a company –
- (a) Incorporated for a public benefit or other object as required by item 1(1) of Schedule 1 of the Act; and
 - (b) The income and property of which are not distributable to its incorporators, members, Directors, officers or persons related to any of them except to the extent permitted by item 1(3) of Schedule 1 of the Act;
- 1.38** “**ordinary resolution**” means a resolution adopted with the support of more than 51% (fifty-one percent) of the voting rights exercised on the resolution, or a higher percentage as contemplated in section 65(8) of the Act –

- (a) At a members meeting;
 - (b) By holders of GCB's securities acting other than at a meeting, as contemplated in section 60 of the Act;
- 1.39** "person" includes a juristic person;
- 1.40** "personal financial interest", when used with respect to any person –
- (a) Means a direct material interest of that person, of a financial, monetary or economic nature, or to which a monetary value may be attributed; but
 - (b) Does not include any interest held by a person in a unit trust or collective investment scheme in terms of the Collective Investment Schemes Act, 2002 (Act No. 45 of 2002), unless that person has direct control over the investment decisions of that fund or investment;
- 1.41** "prescribed officer" means a person who, within a company, performs any function that has been designated by the Minister in terms of section 66(10 of the Act), i.e. CEO and/or CFO and/or Company Secretary;
- 1.42** "present at a meeting" means to be present or in attendance in person, or able to participate in the meeting by electronic communication, or to be represented by a proxy who is present in person or able to participate in the meeting by electronic communication;
- 1.43** "President": The person elected to this position by the Directors in accordance with paragraph 7.6 hereof;
- 1.44** "Previously Advantaged Clubs" or "PAC" means clubs formed and established in the previously advantaged areas as defined in the Langa Report;
- 1.45** "registered auditor" has the meaning set out in the Auditing Profession Act;
- 1.46** "registered office" means the office of a company that is registered as required by section 23 of the Act as the place where the company conducts its business activities;
- 1.47** "related person" means when used in relation to two persons, persons who are connected to each other in any manner contemplated below:
- (a) an individual is related to another individual if they-
 - (i) are married or live together in a relationship similar to marriage,
 - (ii) are separated by no more than two degrees of natural or adopted consanguinity or affinity;
 - (b) an individual is related to a juristic person if the individual directly or indirectly controls the juristic person as determined in Section 2 (2) of the Act;
 - (c) a juristic person is related to another juristic person if-
 - (i) either one of them directly or indirectly controls the other, or the business of the other as determined in accordance with Section 2 (2) of the Act;
 - (ii) either is a subsidiary of the other; or
 - (iii) a person directly or indirectly controls each of them, or the business of each of them, as determined in Section 2 (2) of the Act.

- 1.48** “rules” and “rules of a company” means any rules made by a company, including GCB, as contemplated in section 15(3) to (5) of the Act;
- 1.49** “special resolution” means –
- (a) In the case of a company, a resolution adopted with the support of at least 75% (seventy-five percent) of the voting rights exercised on the resolution, or a different percentage as contemplated in section 65(10) of the Act –
 - (i) At a member meeting; or
 - (ii) By holders of the company’s securities acting other than at a meeting, as contemplated in section 60 of the Act; or
 - (b) In the case of any other juristic person, a decision by the owner or owners of that juristic person, or by another authorised person, that requires the highest level of support in order to be adopted, in terms of the relevant law under which that juristic person was incorporated;
- 1.50** “Sporting Council” or “Sport Council” or “Sports Confederation” means the relevant umbrella sports body representing all sporting codes in the relevant jurisdiction;
- 1.51** “the Republic” means the Republic of South Africa as constituted in terms of the Constitution of South Africa;
- 1.52** “Transitional Period” means the 6-year period commencing from the Annual General Meeting in 2013 and terminating at the Annual General Meeting in 2019 as more fully described in paragraph 6 hereof;
- 1.53** “voting members” means those clubs affiliated to GCB and participating in the league competitions organized and controlled by GCB who are members of GCB and have been admitted as members of GCB by the Board in terms of paragraph 4.1.3 hereof;
- 1.54** “voting power” with respect to any matter to be decided by a company, including GCB, means the voting rights that may be exercised in connection with that matter by a particular member, as a percentage of all such voting rights;
- 1.55** “voting rights” with respect to any matter to be decided by a company, including GCB, means the rights of a member to vote in connection with the matter, in the case of a non-profit company and which can be exercised at general meetings of GCB or at the AGM;
- 1.56** References to members represented by proxy shall include members represented by an agent appointed under a general or special power of attorney, any references to members present or acting in person or acting in the manner prescribed in the Act;
- 1.57** Expressions not defined in this MOI but defined in the Act shall have the meanings so defined in the Act;
- 1.58** Words in the singular number shall include the plural, and words in the plural number shall include the singular, words importing the masculine gender shall include females, and words importing persons shall include bodies corporate and juristic persons.

If there is any conflict between the provisions of this MOI and the provisions of the MOI of Cricket South Africa, the provision of the CSA MOI will prevail. The Company shall comply with the provisions of CSA and any directives issued by CSA from time to time subject to the proviso that any directive shall not be in conflict with any requirement of the Act or any other law of the Republic of South Africa.

2 INTRODUCTION

2.1 Gauteng Cricket Board (GCB) is incorporated in terms of the Companies Act as a non-profit company in accordance with Schedule 1 of the Act;

2.2 The Memorandum of Incorporation in the prescribed form as contemplated in Section 13(1)(a)(i) of the Act shall not apply to GCB.

The objectives of GCB is to promote cricket, within all communities in the Gauteng area, irrespective of race, gender, disability or religious affiliation, which objectives fall within item 1(a)(ii) of Schedule 1 of the Act;

2.3 The company will co-operate with CSA and the relevant Sports Councils in all matters relating to domestic cricket competitions or the laws of the game of cricket;

2.4 The main business of the Company is custodianship of all cricket activities which ultimately advance amateur and professional cricket in Gauteng.

2.5 In conducting its main business, the Company shall *inter alia* –

2.5.1 promote, organise, control and administer all aspects of cricket in Gauteng, including men and women's cricket and youth cricket, but excluding (for the avoidance of doubt) street cricket, action cricket, indoor cricket and other non-traditional forms of the game;

2.5.2 promote, provide for, regulate and manage all or any details or arrangements or other things as may be considered necessary or desirable for, or ancillary to, the comfort, conduct, convenience or benefit of cricket players and of the public or of any other persons concerned or engaged in or associated with Active Cricket;

2.5.3 co-ordinate and facilitate the development of cricket in Gauteng and, where appropriate, and to foster good relations among participants in cricket;

2.5.4 make, adopt, vary and publish rules, regulations and conditions for the management of Active Cricket and matters relating thereto, and to take all such steps as shall be deemed necessary or advisable for enforcing such rules, regulations and conditions;

2.5.5 co-operate with the relevant national cricket associations, GSC and/or other persons in all matters relating to national competitions or relating to the laws of the game of cricket;

2.5.6 adopt codes of conduct and best practices in line with the Governance Code for Sport adopted by GSC and do all other things to further the objects of the Company or as may be deemed incidental or conducive to the attainment of any of these objects.

GENERAL**3.1 Colours and Cricket Laws**

3.1.1 The colours of GCB shall be navy blue, old gold and red;

3.1.2 The laws of cricket as recognized by the controlling body of the game of cricket in the Republic from time to time shall be adopted and followed by GCB, provided that, if such laws conflict at any time with the laws, by-laws or regulations of GCB, the laws, by-laws or regulations of CSA shall prevail.

3.2 Liability of Incorporators, Members and Directors

This MOI does not impose any liability on any person for the liabilities or obligations of GCB, solely by reason of such person being an incorporator, member and/or Director.

3.3 Powers of GCB

GCB has all the legal powers and capacity of an individual, except to the extent that as a juristic person it is incapable of exercising such power, or having any capacity, save through its Board of Directors.

3.4 Amendments to the MOI

This MOI may be amended:

3.4.1 In compliance with a Court Order in the manner contemplated in Sections 16(4) and/or section 36(3) and section 36(4) of the Act; or

3.4.2 It is proposed:

3.4.2.1 By the Board of GCB; or

3.4.2.2 By the voting members entitled to exercise at least 66% (sixty-six percent) of the voting rights that may be exercised on such a resolution; and

3.4.3 It is adopted at an AGM or other general meetings provided such a resolution:

3.4.3.1 Is submitted for consideration to the voting members entitled to exercise voting rights in relation to the resolution; and

3.4.3.2 Voted on, in writing, by members entitled to exercise voting rights in relation to the resolution within 20 (twenty) business days after the resolution was submitted to them; and

3.4.3.3 Voted on by at least 75% (seventy-five percent) of the voting members.

3.4.4 The above provisions are subject to the provisions hereinafter set out in relation to the Transitional Period;

3.4.5 This MOI does not restrict, limit or qualify the power of the Board to make, amend or repeal any necessary or incidental rules relating to the governance of GCB in respect of matters that are not addressed in the Act or this MOI;

- 3.4.6 Whenever the Board makes any rules and/or policy, it shall file a copy of those rules and/or policy in the manner prescribed in the Act and shall publish a copy of those rules and/or policy by sending them electronically to each member;
- 3.4.7 If the Board, or any individual authorised by the Board, alters this MOI or any rules made by it, in any manner necessary to correct a patent error in spelling, punctuation, reference, grammar or similar defect on the face of the document, it must publish a notice of such alternation by sending a copy of the altered rules and/or policy electronically to each member and by publishing them on GCB's website, and shall file a notice of alteration in the manner prescribed by the Act.

A. MEMBERSHIP AND REPRESENTATION

4. MEMBERSHIP

4.1 Categories of Members

- 4.1.1 There shall be no limitation upon the number of members of GCB;
- 4.1.2 There shall be 2 (two) categories of parties that are eligible for membership of GCB, namely:
- 4.1.2.1 Voting members; and
- 4.1.2.2 Non-voting members.
- 4.1.3 To constitute a voting member of GCB, its members shall:
- (a) Be a cricket club, which has as its main aim or objective the playing and promotion of the game of cricket at all levels;
- (b) Have adopted a constitution, which is subject to the approval of GCB and which specifies that one of its main objectives is that of promoting cricket at all levels, makes specific provision for the convening of a formal annual general meeting, the appointment of an executive committee to administer the club, the submission of proper financial records and the conduct of a banking account/accounts; and
- (c) Qualify for entry into GCB's league competitions by fielding a minimum of two cricket teams. It is recognized that there are registered members who currently do not comply with the two team stipulations and such members will be given a period of 3 (three) years, commencing from adoption of this MOI, in which to comply, failing which the members' voting rights will be forfeited until the club ensures compliance with the two team rule; and
- Deleted 4.1.3 (d)
- (d) Upon request, furnish their annual financial statements to GCB, within a reasonable time of such request;
- 4.1.4 Non-voting members are the duly affiliated associations which have received sanction from GCB which include, but are not limited to –
- (a) Gauteng Cricket Umpires' Association;
- (b) Gauteng Cricket Scorers' Association;
- (c) Gauteng High Schools' Cricket Association;
- (d) Gauteng Primary Schools' Cricket Association;

- (e) Gauteng Deaf Cricket Association;
- (f) Gauteng Blind Cricket Association;
- (g) Gauteng Women's Cricket Association;
- (h) Gauteng Provincial Players' Association;
- (i) Any other such bodies or entities as determined by the Board from time to time in its discretion who support the aims and objectives of GCB and subject to such terms and conditions as may be subscribed by the Board on the date of such admission.

4.2 Member's Register

- 4.2.1 The Company must maintain a Members' Register of Members, in accordance with the provisions of section 24(4) of the Company Act.
- 4.2.2 The Company shall cause the Members' Register to reflect –
 - (a) the names and registration number (or other identification number) of the Members;
 - (b) the Member's business or postal Address;
 - (c) the Electronic Addresses of Members who have furnished them;
 - (d) the date on which the Person became a Member of the Company and if applicable,
 - (e) the date on which such Member ceased to be a Member of the Company; and
 - (f) any other information prescribed in terms of the Companies Act from time to time.
- 4.2.3 The Company shall not be bound to enter any person in the Members' Register until that person gives the Company an Address of entry on the Members' Register.

4.3 Application for Membership and Fees

- 4.3.1 Voting members and non-voting members applying for membership and/or clubs and/or associations applying for renewal of membership shall do so, in writing, and forward to the office, together with the application, a copy of such club's and/or association's constitution, rules, by-laws, list of officials, addresses, financial information and such other information as may, from time to time, be required by the Board;
- 4.3.2 Applications for membership or renewal of membership in terms of paragraph 4.2.1 above shall be deposited at the office not later than 30 June each year or by such other date as may be determined by the Board from time to time;
- 4.3.3 The Board shall notify applicants, in writing, within a reasonable period of time after their applications have been submitted, of the outcome of their application of membership;
- 4.3.4 Annual membership and competition fees payable by members (the amount as determined by the Board in its discretion from time to time) shall be payable by no later than 31 July of each calendar year;
- 4.3.5 Once the application for membership is successful, membership of GCB shall only be secured after the annual membership fee due for that year is paid.

4.4 **Rights and Obligations of Voting Members**

4.4.1 **Rights of Voting Members**

Upon being accepted as a member of GCB, a cricket club shall be entitled to:

- 4.4.1.1 Participate in the cricket leagues and/or tournaments organised by GCB by fielding teams to represent the member in the league/tournaments;
- 4.4.1.2 Receive a grant, which may be made available from time to time by the Board in its discretion, for the administration of the club's cricketing activities;
- 4.4.1.3 Request and receive reasonable guidance from GCB in the conduct of administration and cricketing activities.

4.4.2 **Obligations of Voting Members**

Upon acceptance as a voting member of GCB, clubs are obliged to:

- 4.4.2.1 Provide GCB with copies of its constitution, which should not be in conflict with this MOI and the MOI of CSA, membership list/s, financial statements, copies of the notice, agenda and minutes of its Annual General Meeting, adopt codes of conduct and best practices and other documents pertaining to its administration as requested by GCB from time to time;
- 4.4.2.2 Provide contact details of its Executive to GCB;
- 4.4.2.3 Account to GCB and the club's members for its administration of the club;
- 4.4.2.4 Cooperate with GCB with regards to *bona fide* complaints and/or disputes received from members of the club itself or from other GCB members with a view to resolving such disputes fairly, justly and speedily;
- 4.4.2.5 Respect the rules of cricket and Code of Conduct as enforced by GCB from time to time;
- 4.4.2.6 Promote the game, spirit and culture of cricket at all levels;
- 4.4.2.7 Promote, embrace, respect and adhere to the transformation principles of GCB and CSA;
- 4.4.2.8 Promote non-racialism and non-sexism and otherwise eradicate discrimination at all levels of the game of cricket;
- 4.4.2.9 Comply with all and any legal requirements that may be imposed by the Legislature, the appropriate sports councils and/or CSA from time to time.

4.5 **Rights and Obligations of Non-Voting Members**

4.5.1 Upon being accepted as a non-voting member of GCB, the duly affiliated association shall be entitled to:

- 4.5.1.1 Receive a grant, which may be made available from time to time by the Board in its discretion, for the administration of the association's cricketing activities;

4.5.1.2 Request and receive reasonable guidance from GCB in the conduct of administration and cricketing activities;

4.5.2 **Obligations of Non-Voting Members**

Upon acceptance as a non-voting member of GCB, the duly affiliated associations are obliged to:

4.5.2.1 Provide GCB with copies of its constitution, which should not be in conflict with this MOI and the MOI of CSA, membership list/s, financial statements, copies of the notice, agenda and minutes of its Annual General Meeting, adopt codes of conduct and best practices and other documents pertaining to its administration as requested by GCB from time to time;

4.5.2.2 Provide contact details of its Executive to GCB;

4.5.2.3 Account to GCB and the club's members for its administration of the association;

4.5.2.4 Cooperate with GCB with regards to *bona fide* complaints and/or disputes received from members of the association itself or from other GCB members with a view to resolving such disputes fairly, justly and speedily;

4.5.2.5 Respect the rules of cricket and the Code of Conduct as enforced by GCB from time to time;

4.5.2.6 Promote the game, spirit and culture of cricket at all levels;

4.5.2.7 Promote, embrace, respect and adhere to the transformation principles of GCB and CSA;

4.5.2.8 Promote non-racialism and non-sexism and otherwise eradicate discrimination at all levels of the game of cricket;

4.5.2.9 Comply with all and any legal requirements that may be imposed by the Legislature, the appropriate sports councils and/or CSA from time to time.

4.6 **Information Rights of Members**

Members of GCB have the right to inspect and copy, without charge for such inspection or upon payment of no more than the prescribed maximum charge for any such copy, the information contained in this MOI, the records in respect of GCB's Directors, the reports to AGMs and the notices and minutes of AGMs.

A non-member of GCB shall have the right to inspect the members' register, or register of Directors upon payment of an amount not exceeding the prescribed maximum.

4.7 **Representation at Annual General Meeting (AGM) and other General Meetings (GM)**

4.7.1 **Voting Members**

4.7.1.1 Each voting member shall be entitled to appoint 2 (two) delegates who shall have one vote between them, to attend annual and/or other general meetings of GCB;

4.7.1.2 If any such voting member is in default in respect of any financial or other obligation to GCB, delegates appointed by any such voting member shall be entitled to attend any general meeting or AGM, but shall not be entitled to vote on any business of the meeting.

4.7.2 Non-Voting Members

Each non-voting member shall be entitled to appoint 2 (two) delegates to attend annual and/or other general meetings of the GCB, but shall not be entitled to participate in a vote on any business of the relevant meeting;

4.7.3 Subject to the grant of proxies pursuant to paragraphs 4.8 to 4.11 below, a delegate shall not be entitled to represent more than 3 (three) voting members;

4.7.4 The names of the delegates appointed by each voting member and/or each non-voting member shall be deposited at the office at least 10 (ten) business days before the date fixed for the holding of any general meeting;

4.7.5 Notwithstanding the provisions of paragraph 4.6.4 above, each voting member and/or non-voting member shall have the right and be entitled to substitute the delegate/s appointed by it from time to time, provided that GCB is notified, in writing, of such substitution at least 2 (two) business days before the time appointed for the holding of the general meeting.

4.8 Members' Voting Rights

4.8.1 Each voting member present, in person or by proxy, shall have 1 (one) vote at an AGM and other general meetings;

4.8.2 Non-voting member shall not be entitled to any voting rights at an AGM or any other general meetings.

4.9 Representation by Concurrent Proxies

4.9.1 A proxy may represent up to 3 (three) voting members in a meeting;

4.9.2 The right of a proxy to represent more than 3 (three) voting members in a meeting is prohibited;

4.9.3 A voting member may only appoint 1 (one) person as its proxy at a meeting;

4.9.4 The right of a voting member to appoint more than 1 (one) person as its proxy is prohibited;

4.9.5 In the event that GCB receives a proxy instrument in favour of a person purporting to represent more than 3 (three) voting members, GCB shall inform, as soon as is reasonably practicable:

4.9.5.1 The voting member whose proxy was received last that the named proxy is prohibited from representing the named voting member; and

4.9.5.2 Request the voting member to appoint another proxy to represent the voting member at the meeting in question.

4.10 **Authority of Proxy to Delegate**

A proxy is prohibited from delegating that proxy's authority to act on behalf of a specified member to another person.

4.11 **Requirements to Deliver Proxy Instrument to GCB**

To be valid, a copy of the instrument appointing a proxy must be:

4.11.1 Delivered to the office, or to any other person specified by GCB, not less than 2 (two) business days (or such lesser period as the Directors may determine in relation to a particular meeting) before the time appointed for the holding of that meeting (including an adjourned meeting) at which the person named in the proxy form proposes to vote; and

4.11.2 GCB must acknowledge, in writing, receipt of the proxy instrument.

If the proxy instrument is not delivered in this manner and the voting member appointing the proxy has not received a formal written acknowledgement of receipt of the proxy instrument from GCB, the form of proxy shall not be treated as valid.

4.12 **Proxy without Direction**

The right of a proxy to exercise, or abstain from exercising, any voting right of the member appointing him with direction, except to the extent that the instrument of proxy provides otherwise, applies without restriction or limitation.

4.13 **Record Date for Exercise of Members Rights**

A record date for any action or event shall be determined in accordance with the Act, and since the cricket season generally runs from September to March of each and every calendar year, such record date should generally be at the end of March of each year.

4.14 **Termination of Membership**

4.14.1 A member shall cease to be a member immediately –

4.14.1.1 If such member tenders written notice of its resignation to the Board;

4.14.1.2 If such member is deregistered, liquidated, wound up or placed under judicial management, whether provisionally or finally, and whether compulsorily or voluntarily, other than for the purposes of a *bona fide* reorganization, reconstruction or amalgamation of such member; and

4.14.1.3 If such member commits an act of insolvency.

4.14.2 The Board may suspend any member, temporarily or permanently, or otherwise penalize any member for any act or omission which may be deemed, in the sole and absolute discretion of the Board, to be such that a member's membership should be suspended, including, but without being limited to:

4.14.2.1 Failure to pay membership fees;

4.14.2.2 Failure or refusal to cooperate with the requests of GCB to resolve *bona fide* disputes;

- 4.14.2.3 On the basis of a decision or order of a disciplinary hearing or dispute resolution hearing or mediation convened by GCB.
- 4.14.3 Subject to clause 4.13.4, membership of a Member may be terminated or suspended forthwith at a Members' Council Meeting or Annual General Meeting, for the following reasons:
 - 4.14.3.1 such Member has repeatedly failed to pay any subscription fees despite demand; or
 - 4.14.3.2 failure by a Member to remedy non-compliance with the Operational Model Agreement entered into between the Member and the Company, in accordance with the terms thereof; or
 - 4.14.3.3 the conduct of the Member places the Company and/or the game of cricket into disrepute through its continued membership; or
 - 4.14.3.4 such termination or suspension is deemed by the Members' Council to be in the best interests of the game of cricket in South Africa.
- 4.14.4 Termination or suspension of a Member shall be subject to the following:
 - 4.14.4.1 recommendation by the Board and subject to the approval of 2/3 (two thirds) of the total votes of the Members' Council;
 - 4.14.4.2 the termination or suspension shall not in any way extinguish any financial liability the Member has to the Company;
 - 4.14.4.3 the termination shall, or in the case of suspension, the suspension shall, during the period thereof result, *ipso facto*, in the forfeiture of all rights of payment, Distribution or participation in the competitions, assets, income, sponsorships or monies of the Company; and
 - 4.14.4.4 the principles of natural justice shall always prevail and the Member in question shall have been provided with (a) an opportunity to make written or oral submissions to the Board and Members' Council with respect to the grounds for termination or suspension and (b) shall have been provided with a reasonable opportunity to remedy the grounds for termination or suspension (provided such grounds are capable of remedy).
- 4.14.5 Life Membership may be conferred on any person by the Company who is considered worthy of the honour and who has given outstanding service to cricket. In addition, only nominees whom the Company is satisfied have retired from all forms of Active Cricket will be eligible for Life Membership. Life members will be entitled to receive notice of and attend the Annual General Meeting, however, will not be entitled to any votes. Nominations for such life members shall be submitted to the CEO, not less than 30 (thirty) Business Days prior to the date of the Annual General Meeting, for consideration by the Members' Council and shall be approved by a simple majority in number.

4.15 **Step-In Rights**

- 4.15.1 If the Board reasonably believes that it needs to take any action in connection with the implementation of the obligations imposed on the Affiliate Members, Associate Members and Ancillary Members in terms of this MOI and/or GCB Regulations, then the Board shall be entitled to take action in accordance with the provisions of this

- 4.15.2 The Board shall as soon as possible after determining that action is required to be taken by the Company as contemplated in clause 12.4.1, notify the Affiliate Member or Associate Member in Writing of
 - 4.15.2.1 the action it wishes to take;
 - 4.15.2.2 its reasons for taking such action;
 - 4.15.2.3 the date when it wishes to commence such action;
 - 4.15.2.4 the time period (the “**Step-In Period**”) which it reasonably believes will be necessary for such action; and
 - 4.15.2.5 to the extent practicable, the effect of such action on the Affiliate Member or Associate Member and its obligations to perform in terms of this MOI and/or CSA Regulations during the Step-In Period.
- 4.15.3 Following the service of such notice, the Board shall take such action as notified under clause 4.14.2 and any ancillary action as it reasonably believes is necessary (the “**Necessary Action**”) and the Affiliate Member or Associate Member shall give all reasonable assistance to the Company in the conduct of such Necessary Action.

5. MEETINGS OF MEMBERS

5.1 Convening of General Meetings and Annual General Meetings

- 5.1.1 GCB, in accordance with the Act, shall hold at least 3 (three) general meetings of members, 2 (two) of which will be Members’ Meetings to be known and described in the notices calling such meetings as a Members’ Council Meeting and the last one an AGM, provided that the AGM of GCB shall take place before the AGM of CSA but by no later than 30 September in each year;
- 5.1.2 The Board may, whenever the Directors think fit, convene a general meeting. Alternatively –
- 5.1.3 A general meeting shall also be convened upon a request made by the voting membership in accordance with the provisions of this MOI set out hereinafter;
- 5.1.4 Subject to clause 5.1.1 herein, the company shall convene an Annual General Meeting once in every calendar year, or within the extended time allowed by the Companies Tribunal, on good cause shown, which must, at a minimum, provide for the following business to be transacted
 - 5.1.4.1 presentation of –
 - 5.1.4.1.1 the Director’s report;
 - 5.1.4.1.2 Audited Financial Statements for the immediately preceding financial year;
 - 5.1.4.1.3 the Audit Committee report; and
 - 5.1.4.1.4 the presentation of the report of the Social and Ethics Committee
 - 5.1.4.2 election of Directors, to the extent required by the Companies Act or the MOI;
 - 5.1.4.3 appointment of an Auditor for the ensuing year;
 - 5.1.4.4 appointment of an Audit Committee; and
 - 5.1.4.5 any matters raised by members, with or without notice to the Company.

5.2 Notices of General Meetings of Members

- 5.2.1 GCB shall provide at least 15 (fifteen) business days' notice, in writing, to members notifying them of an AGM or a meeting for the passing of a special resolution;
- 5.2.2 A meeting of the GCB, other than an AGM or a meeting for the passing of a special resolution, shall be called by at least 10 (ten) business days' notice, in writing to members;
- 5.2.3 Notwithstanding the above provisions, if a meeting of GCB is called, by shorter notice than specified in this MOI, it shall be deemed to have been duly called if it is so agreed to by a majority of members having a right to attend and vote at the meeting who hold not less than 95% (ninety-five percent) of the total voting rights of all the voting members;
- 5.2.4 The notice to members shall specify the place, the day and the hour of meeting and, in the case of special business, the nature of the business;
- 5.2.5 Written notice of general meetings shall be delivered to each member entitled to vote. Written notice shall mean service upon each member personally or by transmission through the post in a prepaid registered letter addressed to the chairperson of the member at the member's specified address, or by electronic transmission to the member's registered address;
- 5.2.6 Notice by way of a telephone call and/or SMS (short message service) shall not constitute due notice;
- 5.2.7 The accidental omission to give and/or the accidental giving of a defective notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

5.3 Location of Members' Meeting

Every meeting of members shall, unless otherwise resolved by the Directors, be held in Johannesburg.

5.4 Quorum for Members' Meetings

- 5.4.1 No business shall be transacted at any general meeting of members unless a quorum is present at the time the meeting proceeds to business;
- 5.4.2 Quorum with reference to the attendance at any general meetings, including an AGM of GCB, shall mean voting members present by authorized representative or by proxy and representing 51% (fifty-one percent) of the voting rights entitlement of GCB, provided that the authorized representatives of at least 40% (forty percent) of voting members must be present in person;
- 5.4.3 Provided further that with reference to attendance at any general meetings of GCB at which a special resolution is to be proposed for adoption, quorum shall mean members present by authorized representative or by proxy and representing 66% (sixty-six percent) of the total voting rights entitlement of GCB and provided further that the authorized representatives of 51% (fifty-one percent) of voting members must be present in person;

5.4.4 **Quorum Requirements for Members' Meetings During Transitional Period**

These quorum requirements are subject to the particular quorum requirements applicable to Members' meetings during the Transitional Period as set out hereunder:

5.4.4.1 **Quorum for Ordinary Resolutions:** Quorum with reference to the attendance at any general meetings, including AGM of GCB during the Transitional Period, shall mean voting members present by authorized representative or by proxy and representing 51% (fifty-one percent) of the total voting rights entitlement of each Interest Group, provided that the authorized representatives of at least 50% (fifty percent) of the voting members from each Interest Group must be present in person;

5.4.4.2 **Quorum for Special Resolutions:** With reference to attendance at any general meetings of GCB at which a special resolution is to be proposed for adoption, a quorum shall mean members present by authorized representative or by proxy and representing 66% (sixty-six percent) of the total voting rights entitlement of each Interest Group and provided further that the authorized representatives of at least 60% (sixty percent) of the voting members from each Interest Group must be present;

5.5 **Duration for Quorum to be achieved:** In terms of this MOI, 1 (one) hour is provided for a quorum to be established before a general meeting, whether during the Transitional Period or after the Transition Period, may be adjourned.

5.6 **Adjournment of Members' Meeting**

The maximum period for the adjournment of members' meetings, whether during the Transitional Period or after the Transitional Period, shall be 10 (ten) business days, provided all the parties present agree to same.

5.7 **Electronic Participation in Members' Meetings**

This MOI prohibits GCB from providing for any general meeting to be conducted by electronic communication, or for one or more members, or proxies for members, to participate in any general meeting by electronic communication, subject to the provisions of the Act.

5.8 **Chairperson of Members' Meetings**

5.8.1 The President of GCB shall preside as Chairperson at general meetings including the AGM;

5.8.2 If the President is not present within 30 (thirty) minutes of the time appointed for holding the meeting or is unwilling to act as Chairperson, one of the Deputy Presidents shall chair the meeting, or if they are unwilling to act, the members present shall choose some Director, or if no Director is present, or if all the Directors present decline to take the chair, they shall choose some member present to be Chairperson of the meeting;

5.8.3 The provisions of the sub-paragraph are applicable to the Transitional Period.

5.9 **Business of Meeting**

5.9.1 All business that is transacted at a general meeting, and all that is transacted at the AGM, with the exception of the confirmation of the minutes of the preceding AGM

or any other general meeting, the consideration of the audited financial statements, the annual report, the appointment of honorary persons, the election of auditors and Directors (when necessary) and the fixing of the remuneration of the Directors and the auditors, shall be deemed to be special business.

- 5.9.2 The business of the AGM shall be:
 - 5.9.2.1 To confirm the minutes of the previous AGM;
 - 5.9.2.2 To consider the report of the Board for the period under review and to receive and pass audited financial statements of GCB for the preceding financial year ended 30 April;
 - 5.9.2.3 To elect, in the following order:
 - 5.9.2.3.1 The 12 (twelve) Directors pursuant to the election of Directors during the Transitional Period in terms of paragraph 6 hereof, alternatively the election of Directors after the Transitional Period in terms of paragraph 23 hereof from persons nominated and eligible to act;
 - 5.9.2.3.2 The Honorary Patron, if any nominated by the Board pursuant to paragraph 23 hereof;
 - 5.9.2.3.3 The Honorary Life Presidents, if any nominated by the Board pursuant to paragraph 23 hereof;
 - 5.9.2.3.4 The Honorary Life vice presidents, if any nominated by the Board pursuant to paragraph 23 hereof;
 - 5.9.2.3.5 Auditors;
 - 5.9.2.4 To fix the remuneration of the auditors;
 - 5.9.2.5 To deal with such special business of which due notice has been given; and
 - 5.9.2.6 To deal with general business.
- 5.9.3 The following matters shall be considered by the Member's Council at Members' Council Meetings:
 - 5.9.3.1 Amendments to the MOI and CSA Regulations;
 - 5.9.3.2 Consideration and approval of the Company's vision, mission and values;
 - 5.9.3.3 Ratification of the Company's strategy as proposed by the Board;
 - 5.9.3.4 Admission, termination and suspension of Members in accordance with clause 4;
 - 5.9.3.5 Consideration and approval of material changes to the competition structure of the Company's cricket events; and
 - 5.9.3.6 Such other matters as may be prescribed by the Companies Act

5.10 Members' Resolutions

- 5.10.1 The percentage of voting rights to approve an ordinary resolution shall be more than 51% (fifty-one percent) of the voting rights exercised on the resolution;
- 5.10.2 The percentage of voting rights to approve a special resolution shall be at least 75% (seventy-five percent) of the voting rights exercised on the resolution;
- 5.10.3 A special resolution is only required for matters contemplated in section 65(11) of the Act, which provides as follows:

"Section 65(11) A special resolution is required to:

- (a) Amend the company's Memorandum of Incorporation to the extent required by section 16(1)(c);*
- (b) Approve any proposed fundamental transaction to the extent required by Part A of Chapter 5".*

C. TRANSITIONAL PERIOD

- 6. The members of GCB acknowledge their commitment to Transformation, Affirmative Change Management and Empowerment as evidenced by, *inter alia*, their acceptance of the Langa Report and their commitment to the Transformation Charter.

In an effort to achieve change and transformation, the membership has reached agreement on an arrangement which makes provision for an equal sharing of responsibilities, ability to manage and make decision concerning the administration of cricket and cricketing activities within its area of jurisdiction in Gauteng.

It is envisaged that the arrangements set out below will bring about equality amongst all the clubs within each Interest Group and between the Interest Groups themselves such that, at the end of the Transitional Period, the members from different Interest Groups will be able to compete with each other on an equal footing. The arrangements set out below are applicable only during the Transitional Period.

6.1 Duration of Transitional Period

- 6.1.1 The Transitional Period shall be for a period of 6 (six) years, which will commence from the AGM held in 2013 and shall terminate at the AGM to be held in 2019;
- 6.1.2 The Transitional Period shall be broken up into 2 (two) terms of 3 (three) year duration each.

6.2 Composition of the Board during Transitional Period

- 6.2.1 During the Transitional Period (and notwithstanding the provisions of paragraph 7 below), the Board shall comprise of 12 (twelve) Directors in addition to the *ex officio* Director/s who will not be entitled to a vote;
- 6.2.2 The CEO and the Company Secretary of GCB are permanent invitees to Board meetings;
- 6.2.3 5 (five) of the Directors of the Board shall comprise of Independent Directors who will be nominated through an Independent Nominations Committee:

6.2.4 The following areas of competence have been recognized as being of particular assistance to the management of GCB. The categories identified are not exhaustive and the Board in its discretion from time to time may cater for different categories of competencies as and when the need arises. The Nominations Committee in electing an Independent Director shall take cognisance of the following areas of competence that have been identified below and recommend a slate of Independent Directors with competencies present in at least one of the following categories:

- (6) Law, corporate governance and compliance;
 - (ii) Finance and auditing;
 - (iii) Human resources;
 - (iv) Commercial and/or marketing.

6.2.5 Members aligned to a particular Interest Group as set out in the Langa Report shall be obliged to exercise their rights and obligations to nominate, elect and vote within their specific Interest Group only;

6.2.6 Each Interest Group shall be obliged to follow the formal nomination and election procedure detailed below for the nomination of persons and their subsequent election as Directors on the Board for that Interest Group.

6.3 Nomination and Election Procedures of Directors during Transitional Period

6.3.1 A minimum of 7 (seven) business days' written notice shall be given to all members aligned to that Interest Group of the proposed meeting to nominate persons as Directors, as a Director on the Board of GCB;

6.3.2 Such notice shall state the date, time, place and business of the meeting at which the nominations for election shall be made;

6.3.3 Written notice referred to in paragraph 6.3.1 above shall mean service upon each member personally or by transmission through the post in a prepaid registered letter addressed to the Chairperson of the member at the members' specified address or by electronic transmission to the members' registered address;

6.3.4 Notice by telephone and/or cell phone text messages (SMS – short message service) shall not be acceptable;

6.3.6 A quorum at the meeting shall be 51% (fifty-one percent) of the members present by authorised representative of that Interest Group only;

6.3.7 Proxies shall not be accepted;

6.3.8 The meeting shall be presided over by the CEO of CSA or his nominee;

6.3.9 Members aligned to the specific Interest Group shall each have 1 (one) vote which shall be exercised in the following manner:

6.3.9.1 In any election of Directors and alternate Directors, the election is to be conducted as follows:

6.3.9.1.1 A series of votes of those entitled to exercise votes regarding such election, each of which is on the candidacy of a single individual to fill a single vacancy, with the series of votes continuing until all vacancies of that Interest Group on the Board at that time have been filled; and

6.3.9.1.2 In each vote to fill a vacancy –

- (i) Each voting right entitled to be exercised may be exercised once; and
- (ii) The vacancy is filled only if a majority of the voting rights exercised support the candidate.

The Board shall appoint independent scrutineers/observers to verify the nomination and election process, including the counting of votes, of each Interest Group;

6.3.10 The Board shall appoint an Independent Nominations Committee responsible for the design and implementation of a transparent process to call for nominations, identify, screen and recommend to the Company a proposed slate of suitable candidates for appointment to serve as Independent Directors.

6.3.11 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was

6.3.12 Each Interest Group shall, not later than 5 (five) business days before the date of the AGM, submit on the nomination form acceptable to the Board, the names of the (was 4) 2 (two) persons as its nominations for ratification as Directors representing the specified Interest Group at the AGM;

6.3.13 At the AGM, the Directors of GCB shall be elected, out of the nominations set out in paragraphs 6.3.11 and 6.3.12 above, but subject to the election of a minimum of 2 (two) Directors from each Interest Group;

6.3.14 The Members Council must consider and shall ratify the election of the Independent Directors.

6.3.15 The result of the voting at the AGM in respect of such elections pursuant to the preceding paragraphs shall be determined in accordance with the number of votes cast in favour of each resolution so that the Directors elected shall be the persons receiving the 2 (two) highest number of favourable votes in that Interest Group.

6.3.16 **Vacancy on Board/Alternate Director**

In the event of a vacancy, for whatever reason, of the position as a Director on the Board, the vacant position of Director shall be filled by the nomination and election of an alternate Director from the Interest Group where the vacancy arises/arose.

6.3.17 **Removal of Director by Members of an Interest Group**

During the Transitional Period, only members aligned with a specific Interest Group may call for and participate in a meeting for the removal of a Director of that Interest Group.

6.4 **Amendments to the Transitional Arrangements**

6.4.1 Any amendments to the Transitional Period must be considered by 75 (seventy-five percent) of the voting members of GCB at a general meeting called for the specific purpose of such amendment;

- 6.4.2 The notice requirements set out in this MOI are applicable;
- 6.4.3 The percentage of voting rights to approve such a Special Resolution to amend the transitional arrangements shall be at least 75% (seventy-five percent) of the voting rights exercised on the Resolution, subject to at least 66% (sixty-six percent) of the voting members of each Interest Group being present at the general meeting.

6.5 **Aim of Transitional Period**

It is anticipated that transformation will have been achieved by the end of the Transitional Period at every level of GCB and all the objectives and goals set out in the Langa Report will have been achieved, alternatively substantially achieved.

It is envisaged that members will be able to interact and compete with each other on an equal, non-racist, non-sexist basis in an environment of mutual trust, understanding and respect and free from discrimination on any basis.

- 6.6 The transitional arrangement will cease at the end of the 6-year period and the provisions hereinafter set forth shall prevail.

D. AFTER TRANSITIONAL PERIOD

7. BOARD OF DIRECTORS

7.1 Composition of the Board after the Transitional Period

In terms of this MOI, the Board shall comprise of:

- 7.1.1 A maximum of 12 (twelve) Directors, 5 (five) of whom shall be appointed as Independent Directors, and 7 (seven) shall be nominated and elected;
- 7.1.2 The CEO of GCB to be co-opted as an *ex officio* member of the Board but who will not have a vote;
- 7.1.3 The CEO and the Company Secretary of GCB shall be permanent invitees at meetings of the Board.

7.2 Term of Office of Directors

- 7.2.1 Subject to the Act and this Memorandum each Director of GCB shall serve for a period of 3 (three) years where after the Director's term of office shall be completed;
- 7.2.2 A Director shall be eligible for re-election after the completion of his term of office, provided that a Director shall not serve for more than 2 (two) consecutive terms as a Director;
- 7.2.3 In determining eligibility to act as a Director after the Transitional Period, any term of office as a Director during the Transitional Period shall not be considered.

7.3 Nomination and Election of Directors after Transitional Period

With effect from the AGM following the expiry of the Transitional Period, the procedure set out in paragraph 6.3 above will cease to apply and the following procedures for the nomination and election of Directors shall apply:

- 7.3.1 Each member shall be entitled to, not later than 30 (thirty) calendar days before the date of the AGM, submit on a nomination form acceptable to the Board, the names of no more than 2 (two) persons as nominees for election as Directors, however, only 12 (twelve) Directors in total shall be appointed to the Board, of which 5 (five) shall be Independent Directors;
- 7.3.2 The following areas of competence have been recognized as being of particular assistance to the management of GCB. The categories identified are not exhaustive and the Board in its discretion from time to time may cater for different categories of competencies as and when the need arises. In nominating and electing an Independent Director, the voting members shall take cognisance of the following areas of competence that have been identified below and elect and nominate a Independent Director in at least one of these categories:
- 7.3.2.1 Law, corporate governance and compliance;
 - 7.3.2.2 Finance and auditing;
 - 7.3.2.3 Human resources;
 - 7.3.2.4 Commercial and/or marketing.
- 7.3.3 Any nomination, election and appointment of a Director shall be subject to the provision/s of this MOI and shall, in addition, take cognisance of demographics, transformation, gender equality, business and sport skills and/or knowledge, independence and acumen;
- 7.3.4 Any nomination referred to in paragraph 7.2.1 shall be seconded in writing by any member other than the member who made the nomination and shall be in a form acceptable to the Board;
- 7.3.5 Written evidence of the seconding of the nomination shall be lodged together with the nomination form pursuant to paragraph 7.2.1;
- 7.3.6 No member shall be entitled to second more than 2 (two) nominations;
- 7.3.7 The office shall, at least 8 (eight) days before the AGM, advise members of the names of the persons nominated for election as Directors;
- 7.3.8 At the AGM, each of the voting members entitled to vote shall exercise their voting power for any of the nominees;
- 7.3.9 In any election of Directors and alternate Directors, the election is to be conducted as follows:
- 7.3.9.1 A series of votes of those entitled to exercise votes regarding such election, each of which is on the candidacy of a single individual to fill a single vacancy, with the series of votes continuing until all vacancies on the Board at that time have been filled; and
 - 7.3.9.2 In each vote to fill a vacancy –
 - (i) Each voting right entitled to be exercised may be exercised once; and
 - (ii) The vacancy is filled only if a majority of the voting rights exercised support the candidate.
- 7.3.10 The maximum number of Directors to be elected at an AGM shall be the 12 (twelve) Directors, who achieved the highest number of votes of whom 5 (five) Directors shall be Independent Directors;

7.3.11 Subject to the provisions contained herein, each of the Directors and/or the alternate Directors (as the case may be) who shall have been elected shall serve as a Director or alternate Directors.

E. GOVERNANCE OF GCB

The provisions hereinafter set forth pertain to governance of GCB, both during the Transitional Period and governance after the Transitional Period.

8. ELIGIBILITY AND QUALIFICATION OF PERSONS TO BE A DIRECTOR

- 8.1 As provided in Sec 69(1) of the Act, the eligibility and qualification requirements applicable to a Director are in addition applicable to an alternate Director, a prescribed officer and/or a person who is a member of a committee of the Board of GCB, or of the Audit Committee of GCB;
- 8.2 No person shall be elected as a Director or alternate Director if he is ineligible or disqualified and any such election shall be a nullity;
- 8.3 A person who is ineligible or disqualified must not consent to be elected as a Director or alternate Director nor act as a Director or alternate Director;
- 8.4 A person placed under probation by a court must not serve as a Director or an alternate Director unless the order of court so permits.

9. CONSENT TO ACT AS DIRECTOR

No election of a Director shall take effect until he has delivered to GCB a written consent to serve, which consent shall be delivered within 2 (two) business days of his appointment as a Director.

10. ALTERNATE DIRECTOR

- 10.1 An alternate Director shall serve in the place of 1 (one) or more Director/s named in the resolution electing him during the Director's/s' absence or inability to act as Director;
- 10.2 If a person is an Alternative Director to more than 1 (one) Director or if an Alternate Director is also a Director, he shall have a separate vote, on behalf of each Director he is representing in addition to his own vote, if any;
- 10.3 No Director shall be entitled to appoint any person as an Alternate Director to himself.

11. VACANCY OF THE BOARD OF DIRECTORS

- 11.1 Subject to the provisions contained in paragraph 6.3.16 above, any vacancy occurring on the Board may be filled by the Board, but the individual so appointed shall cease to hold office at the termination of the first members' meeting to be held after the appointment of such individual as Director unless he is elected at such members' meeting or by Round Robin Resolution contemplated in paragraph 7.3 above;
- 11.2 The continuing Directors may act, notwithstanding any vacancy in their body, but, if and so long as the number is reduced below the number fixed by or pursuant to this MOI as a

quorum, the continuing Directors or Director may act only for the purpose of summoning a Members' Meeting;

11.3 If there is no Director able and willing to act, then any member entitled to exercise voting rights in the election of a Director may convene a Members' Meeting for the purpose of appointing Directors;

11.4 A person ceases to be a Director, and a vacancy arises on the Board of GCB –

11.4.1 When the person's term of office as Director expires; or

11.4.2 In any case, if the person –

- (a) Resigns or dies;
- (b) In the case of an *ex officio* Director, ceases to hold the office, title, designation or similar status that entitled the person to be an *ex officio* Director;
- (c) Becomes incapacitated to the extent that the person is unable to perform the functions of a Director, and is unlikely to regain that capacity within a reasonable time, subject to provisions of section 71(3) of the Act;
- (d) Is declared delinquent by a court, or placed on probation under conditions that are inconsistent with continuing to be a Director of a company, in particular GCB, in terms of section 162 of the Act;
- (e) Becomes ineligible or disqualified in terms of section 69, subject to section 71(3) of the Act; or
- (f) Is removed –
 - (i) By resolution of the members;
 - (ii) By resolution of the Board; or
 - (iii) By order of the court.

11.4.3 If the Board of GCB has removed a Director, a vacancy on the Board does not arise until the later of –

- (a) The expiry of the time for filing an application for review with a Court of Law in terms of section 71(5) of the Act; or
- (b) The granting of an order by the Court on such an application,

but the Director is suspended from office during that time.

11.4.4 If a vacancy arises on the Board, other than as a result of an *ex officio* Director ceasing to hold that office, it must be filled by –

- (a) A new appointment, if the Director was appointed as contemplated in section 66(4)(a)(i) of the Act; or
- (b) By a new election conducted –
 - (i) At the next AGM of the company, if GCB is required to hold such a meeting; or
 - (ii) In any other case, within 6 (six) months after the vacancy arose –
 - (aa) At a members meeting called for the purpose of electing the Director; or

- (bb) By a poll of the persons entitled to exercise voting rights in an election of the Director, as contemplated in section 60(3) of the Act.

11.4.5 GCB shall file a notice within 10 (ten) business days after a person becomes or ceases to be a Director of GCB.

12. **AUTHORITY OF THE BOARD**

12.1 The Board shall manage and/or direct the business and affairs of GCB and has the authority to exercise all the powers and perform any of the functions for GCB as contemplated in Section 66(1) of the Act;

12.2 In addition, the Board of GCB shall have the following further powers:

12.2.1 The Board shall appoint, from time to time, persons to the position of CEO and CFO of GCB and shall determine their powers, duties, conditions of service and the like;

12.2.2 The Board shall approve EXCO appointments;

12.2.3 The Board may:

- (a) Appoint any number of committees on which at least 1 (one) Director shall serve; and
- (b) Delegate, in writing, to any committee any of the authority of the Board;
- (c) Make recommendation for the election of a person/s to the position of Honorary Patron, Honorary Life President and Honorary Life President as set out in paragraph 8 below.

12.3 The Directors shall have the powers of management granted to the Directors in terms of section 66(1) of the Companies Act.

12.4 For the avoidance of doubt, such powers shall include but not be limited to:

12.4.1 the granting of loans to Members;

12.4.2 the provision or withholding of funds to Members;

12.4.3 the formulation and approval of strategic plans for the Company;

12.4.4 the formulation and approval of CSA Regulations; and

12.4.5 the formulation and approval of policies and procedures to manage the affairs of the Company.

12.5 The Board may meet from time to time as may be necessary to properly execute their powers and fulfil their duties as directors of the Company.

12.6 The Directors may -

12.6.1 establish and maintain any non-contributory or contributory pension, superannuation, provident and benefit funds for the benefit of; and

- 12.6.2 give pensions, gratuities and allowances to and make payments for or towards the insurance of, any persons who are employees or ex-employees (including Directors or ex-Directors) of the Company, or of any company which is or was a Subsidiary of the Company or is or was in any way allied to or associated with it or any such Subsidiary, and the wives, widows, families and dependents of such persons.
- 12.7 The Board may from time to time appoint one or more Persons to the office of CEO, Chief Financial Officer or manager for such period and at such remuneration (whether by way of salary or commission, or partly in one way and partly in another) and generally on such terms they may think fit, and it may be made a term of his appointment that he be paid a pension, gratuity or other benefit on his retirement from office.
- 12.8 The Board may from time to time entrust to and confer upon a CEO, Chief Financial Officer or manager for the time being such of the powers vested in the Directors as they may think fit, and may confer such powers for such time and to be exercised for such objects and upon such terms and with such restrictions as they may think expedient; and they may confer such powers either collaterally or to the exclusion of, and in substitution for, all or any of the powers of the Directors, and may from time to time revoke or vary all or any of such powers.
- 12.9 A manager appointed pursuant to the provisions hereof shall not be regarded as an agent or delegate of the Directors and after powers have been conferred upon him by the Board in terms hereof he shall be deemed to derive such powers directly from this clause.

13. **PROCEEDINGS OF DIRECTORS**

13.1 **Quorum of Board Meetings**

- 13.1.1 The quorum requirement for the commencement of a Board (Directors') meeting during the Transitional Period shall be 7 (seven) Directors, provided that at least 1 (one) Directors affiliated to each of the Interest Groups must be present;
- 13.1.2 Thereafter, once the Transactional Period is completed, the quorum for the commencement of a Board meeting of Directors shall be 50% (fifty percent) plus 1 (one). In other words, 7 (seven) Directors;
- 13.1.3 In the event that a quorum is not achieved at 2 (two) consecutive Board meetings, the CEO shall forward written notice of the next Board meeting (which notice shall specify the time, date, place and agenda of the meeting) and provided that at least 5 (five) Directors are present, a quorum is deemed to be constituted and the meeting may proceed, provided that during the Transitional Period at least one Director shall be present from each Interest Group.

13.2 **Compulsory Calling of Meetings**

The percentage or number of Directors upon whose request a meeting of the Board must be called shall be 25% (twenty-five percent) of the Directors;

13.3 **Notice of Board Meetings**

- 13.3.1 The authority of the Board to determine the manner and form of giving notice of its meetings is not limited, restricted or qualified provided that no meeting of the Board may be convened without notice to all of the Directors and an acknowledgement, in writing, from each Director;

13.3.2 The Board may proceed with a meeting despite a failure or defect in giving notice of the meeting, provided all the Directors acknowledge actual receipt of the notice, are present at the meeting and waive proper notice of the meeting;

13.4 Electronic Participation in Board Meetings

The Board is authorised to conduct meetings by electronic communication provided that the electronic communication facility ordinarily employed enables all persons participating in that meeting to communicate concurrently with each other without an intermediary, and to participate effectively in that meeting;

13.5 Voting Entitlement of Directors

13.5.1 The quorum requirements of a Board Meeting must be met before a vote may be called at a Board Meeting;

13.5.2 Each Director shall have 1 (one) vote on a matter before the Board;

13.6 Minutes of Board Meeting/s

13.6.1 GCB shall keep minutes of the meetings of the Board, and any of its committees, and include in the minutes-

- (a) Any declaration given by notice or made by a Director as required in Section 75 of the Act or paragraph 15 hereof;
- (b) Every resolution adopted by the Board.

13.6.2 Any minutes of a meeting, or a resolution, signed by the Chair of the meeting, or the Chair of the next meeting of the Board, is evidence of the proceedings of that meeting, or the adoption of that resolution, as the case maybe.

13.7 Approval of Resolutions

13.7.1 During the Transitional Period, the requirement for approval of a resolution by the Board is 66% (sixty-six percent) of the Board;

13.7.2 After the Transitional Period, the requirement for approval of a resolution by the Board is 60 % (sixty percent) of the Board;

13.7.3 In the case of an equality of votes at any meeting of the Directors, whether during the Transitional period or after Transition, the President shall have a second or casting vote.

13.8 Directors Acting Other Than at Meetings

A decision that could be voted on at a meeting of the Board of GCB may instead be adopted by written consent of the number of Directors required to achieve a quorum at a Board meeting, given in person, or by electronic communication, provided that each director has received and acknowledged notice of the matter to be decided.

13.9 Election of the President/Chairperson, Deputy President/Deputy Chairperson and Chairperson of Finance

13.9.1 The Directors shall elect from themselves at their first meeting following the AGM, a President who shall also be Chairperson of the Board, and who shall hold office until the conclusion of the following elective AGM. (In other words, the term of office of the President shall be 1 (one) year);

- 13.9.2 The Directors shall elect from themselves at their first meeting following the AGM, 2 (two) Deputy-Presidents who shall also be Deputy-Chairpersons of the Board and who shall hold office until the conclusion of the following AGM;
- 13.9.3 During the Transitional Period, 1 (one) Director from each of the Interest Groups (must) may be elected, annually, to hold one of each of the positions as President and Deputy-Presidents respectively;
- 13.9.4 If at any meeting the President is not present within 30 (thirty) minutes after the time appointed for holding it, one of the Deputy-Presidents shall preside at such meeting. If neither of the Deputy-Presidents is present, the Directors shall appoint one of their number to preside at the meeting;
- 13.9.5 The Directors shall at their first meeting following the AGM, elect from themselves a Chairperson of Finance of GCB, who shall hold office until the conclusion of the following AGM. In electing a Director to this position, the Directors shall consider the Independent Directors amongst themselves. The person so appointed shall be responsible for all financial aspects of GCB's operations.

14. STAGGERING OF THE DIRECTORS

- 14.1 The need to retain valuable skills, maintain continuity of leadership, knowledge and experience and to balance this with the introduction of persons with new ideas and expertise is regarded as essential to the current and future successes of the Gauteng Cricket Board. The implementation of the new staggered director's tenure program will come into effect at the AGM of 2016 which coincides with the first term of the transitional arrangements as per the Langa report and recommendations.
- 14.2 At the conclusion of the first term of office of the transitional arrangements (AGM of 2016), three (3) Board members will retire. The three (3) Board members will comprise one (1) from each of the interest groups being Black African Clubs (BAC), Concerned Cricket Fraternity (CCF) and Previously Advantaged Clubs (PAC).
- 14.3 In the years 2016 to 2019, some board term lengths will be adjusted downward in order to create staggering that results in Board positions coming up for election each year. Once this staggering process has been achieved, all elected Board positions will be 3-year term limits going forward.

15. EVALUATION OF DIRECTORS

- 15.1 The Board's effectiveness must be evaluated annually in terms of the King III Report of Corporate Governance. The evaluation for the financial year ending 30 April 2016 will be conducted post year end and the results reported to the Board at its next scheduled meeting.
- 15.2 Over and above completing the quantitative section of the feedback, directors should also provide qualitative commentary on the company's successes as well as any disappointments.

16 DELEGATION OF POWERS AND DUTIES OF DIRECTORS

- 16.1 If applicable, and without derogating from any of the provisions of the Act, nothing in this MOI (including this paragraph) limits, restricts or qualifies the authority of the Board to appoint any number of committees, or to delegate to any such committee or any executive Director of GCB any of the authority of the Board;

- 16.2 If applicable, and except to the extent that any Board resolution establishing a committee provides otherwise, the members of the committee:
- 16.2.1 May include persons who are not Directors of GCB but any such person must not be ineligible or disqualified to be a Director in terms of the Act. Any such ineligible or disqualified persons shall not have a vote on any matter to be decided by the committee;
 - 16.2.2 May consult with or receive advice from any person;
 - 16.2.3 May be remunerated for their services as such;
 - 16.2.4 Provided that the committee is duly constituted, have the full authority of the Board in respect of any matter referred to it.

17. DIRECTORS' PERSONAL FINANCIAL INTERESTS

- 17.1 In this paragraph-
- 17.1.1 "Director" includes an alternate Director, a prescribed officer and a person who is a member of a Committee of GCB, irrespective, of whether or not the person is also a member of GCB's Board;
 - 17.1.2 "related person" when used in reference to a Director, has the meaning set out in paragraph 1.44 above read in conjunction with Section 2 of the Act.
- 17.2 A Director must disclose, in advance, any personal financial interest or other conflict of interest, by delivering to the Board, a notice in writing setting out the nature and extent of that interest, to be used generally in connection with these provisions.
- 17.3 If a Director has a Personal Financial Interest or other conflict of interest in respect of a matter to be considered at a meeting of the Board, or Knows that a Related Person has a Personal Financial Interest or other conflict of interest in the matter, the Director –
- 17.3.1 must disclose the Personal Financial Interest or other conflict of interest and its general nature before the matter is considered at the meeting;
 - 17.3.2 must disclose to the meeting any Material information relating to the matter, and known to the Director;
 - 17.3.3 may disclose any observations or pertinent insights relating to the matter if requested to do so by the other Directors;
 - 17.3.4 if present at the meeting, must leave the meeting immediately after making any disclosure contemplated in clauses 15.9.2 and 15.9.3;
 - 17.3.5 must not take part in the consideration of the matter, except to the extent contemplated in clauses 15.9.2 and 15.9.3;
 - 17.3.6 while absent from the meeting in terms of this clause 17.2 -
 - 17.3.6.1 is to be regarded as being present at the meeting for the purpose of determining whether sufficient Directors are present to constitute a quorum; and

- 17.3.6.2 is not to be regarded as being present at the meeting for the purpose of determining whether a resolution has sufficient support to be adopted; and
- 17.3.7 must not execute any document on behalf of the Company in relation to the matter unless specifically requested or directed to do so by the Board.
- 17.4 If a Director acquires a Personal Financial Interest or other conflict of interest in an agreement or other matter in which the Company has a Material interest, or Knows that a Related Person has acquired a Personal Financial Interest or other conflict of interest in the matter, after the agreement or other matter has been approved by the Company, the Director must promptly disclose to the Board the nature and extent of that Personal Financial Interest or other conflict of interest, and the material circumstances relating to the Director or Related Person's acquisition of that Personal Financial Interest or other conflict of interest.
- 17.5 A decision by the Board, or a transaction or agreement approved by the Board is valid despite any Personal Financial Interest or other conflict of interest of a Director or Person Related to the Director, only if –
- 17.5.1 it was approved following the disclosure of the Personal Financial Interest or other conflict of interest in the manner contemplated in this clause 25 (*Personal Financial Interests of Directors and Prescribed Officers and Members of Committees*); or
- 17.5.2 despite having been approved without disclosure of that Personal Financial Interest or other conflict of interest, it has been ratified by an Ordinary Resolution following disclosure of that Personal Financial Interest or other conflict of interest or so declared by a court.
- 17.6 A Director must disclose, in advance, any personal financial interest, by delivering to the Board, a notice in writing setting out the nature and extent of that interest, to be used generally in connection with these provisions.
- 17.7 If a Director of GCB has a personal financial interest in respect of any matter to be considered at a meeting of the Board, or knows that a related person has a personal financial interest in the matter, the Director –
- 17.7.1 Must disclose the interest and its general nature before the matter is considered at the meeting;
- 17.7.2 Must disclose to the meeting any material information relating to the matter, and known to the Director;
- 17.7.3 Must disclose any observations or pertinent insights relating to the matter if requested to do so by the other Directors;
- 17.7.4 If present at the meeting, must leave the meeting immediately after making any disclosure contemplated in sub-paragraphs 15.2 and 15.3 above;
- 17.7.5 Must not take part in the consideration of the matter except to the extent contemplated in sub paragraph 15.3.1, 15.3.2 and 15.3.3 above;
- 17.7.6 While absent from the meeting in accordance with sub-paragraph 15.3.4 above –
- (i) Is to be regarded as being present at the meeting for the purpose of determining whether a quorum of the meeting is achieved; and

- (ii) Is not to be regarded as present for the purpose of determining whether a resolution has sufficient support to be adopted; and

17.7.7 Must not execute any document on behalf of GCB in relation to the matter, unless specifically requested or directed to do so by the Board.

17.8 If a Director acquires a personal financial interest in an agreement or any other matter in which GCB has a material interest, or knows that a related person has acquired a personal financial interest in the matter, after the agreement or other matter has been approved by GCB, the Director must promptly disclose to the Board, the nature and extent of that interest and the material circumstances relating to the Director or the related persons' acquisition of that interest;

17.9 A decision by the Board, or a transaction or agreement approved by the Board is valid, despite any personal financial interest of a Director or person related to the Director, only if -

17.9.1 It was approved following disclosure of that interest in the manner contemplated in herein;

17.9.2 Despite having been approved without disclosure of that interest-

- (i) Has subsequently been ratified by a special resolution of the Board following disclosure of that interest; or
- (ii) Has been declared to be valid by a court in accordance with paragraph 7.8.6 below.

17.10 A court, on application by any interested party, may declare valid a transaction or agreement that has been approved by the Board, despite the failure of the Director to satisfy the disclosure requirements contained herein and/ or in accordance with the Act;

17.11 The provisions of Section 2(2) of the Act are to be read as if specifically incorporated herein;

17.12 **Waiver or Conflict of Interests of the Directors**

With respect to any particular matter arising in terms of this MOI or the Act, a court, the Companies Tribunal or the Panel may exempt any person from the application of a provision of the MOI and/or the Act that would apply to that person because of a relationship contemplated in paragraph 15.1 above or the Act , if that person can show that, in respect of that particular matter, there is sufficient evidence to conclude that the person acts/acted independently of any related or inter-related person.

16. **REMUNERATION OF DIRECTORS**

16.1 The company may pay or grant any type of remuneration contemplated in sections 30(6)(b) to (g) of the Act to any Directors;

16.2 A Director may be appointed to more than one Board or statutory committee;

16.3 The remuneration of the Directors as determined by the Remuneration Committee shall be market related and subject always to the provisions of paragraph 7.9.1 above;

16.4 The Directors or Alternate Directors or members of the Board and statutory committees shall be entitled to such remuneration for their services as Directors or Alternate Directors or members of Board and statutory committees, in accordance with paragraph 16.1 above and as may have been determined from time to time by Special Resolution within the previous 2 (two) years;

16.5 In addition, the Directors and Alternate Directors shall be entitled to all reasonable expenses in travelling (including hotels/accommodation) to and from meetings of the Directors and Members, and the members of the Board and sub-committees shall be entitled to all reasonable expenses in travelling (including hotels/accommodation) to and from meetings of the members of the Board and sub-committees;

16.6 The ability of GCB to pay remuneration to its Directors for their service as Directors in accordance with the Act applies without limitation, restriction or qualification.

17. **DIRECTORS' TRAVELLING AND OTHER EXPENSES**

17.1 Directors may be paid all their travelling and other expenses, properly and necessarily incurred by them in and about the business of GCB, and in attending meetings of the Directors or of committees of the Directors;

17.2 If any Director is required to perform extra services, or be specifically occupied about GCB's business, he may be entitled to such remuneration as is determined by a disinterested quorum of Directors, which may be either in addition to or in substitution for any other remuneration payable, subject to the provisions of the Act.

18. **STANDARDS OF DIRECTORS' CONDUCT**

18.1 In this paragraph "Director" shall include-

- (a) An alternate Director,
- (b) A prescribed officer, or
- (c) A person who is a member of a committee or sub- committee of the Board of GCB;
or
- (d) A member of the Audit Committee of GCB,

irrespective of whether or not the person is also a member of the Board.

18.2 A Director of GCB must:

18.2.1 Not use the position of Director, or any other information obtained while acting in the capacity of Director –

- (a) To obtain an advantage for the Director or for another person other than GCB or a wholly owned subsidiary of GCB; or
- (b) To knowingly cause harm to GCB or a subsidiary of GCB; and

18.2.2 Communicate to the Board at the earliest practicable opportunity, any information that comes to the Director's attention, unless the Director -

18.2.2.1 Reasonably believes that the information is –

- (a) immaterial to GCB; or
- (b) generally available to the public or known to the other Directors;

18.2.2.2 Is bound not to disclose that information by a legal or ethical obligation of confidentiality;

18.3 Subject to the provisions of paragraphs 18.4 and 18.5 below, a Director of GCB when acting in such capacity, must exercise the powers and perform the functions of Director –

- 18.3.1 In good faith; and for a proper purpose;
- 18.3.2 In the best interests of GCB;
- 18.3.3 With the degree of care, skill and diligence that may be reasonably expected of a person –

- (a) Carrying out the same function in relation to GCB as those carried out by that Director;
- (b) Having the general knowledge, skill and experience of that Director.

18.4 In respect of any particular matter arising in the exercise of the powers or the performance of the functions of Director, a particular Director of GCB -

18.4.1 Will have satisfied the obligations of paragraph 18.3.2 and 18.3.3 above if -

- (a) The Director has taken reasonable and diligent steps to become informed about a matter;
- (b) The Director had no material personal financial interest in the subject matter of the decision, and had no reasonable basis to know that any related person had a personal financial interest in the matter; or
- (c) the Director complied with the disclosure requirements set out in paragraph 15 above;
- (d) the Director made the decision or supported the decision of a committee or sub-committee or the Board, with regards to that matter and the Director had a rational basis for believing, and did believe, that the decision was in the best interests of GCB; and

18.4.2 Is entitled to rely on –

- (a) The performance by any of the persons -
 - (i) Referred to in paragraph 18.5 below; or
 - (ii) To whom the Board may reasonably have delegated, formally or informally,

by course of conduct, the authority or duty to perform one or more of the Board's functions that are delegable under applicable law; and
- (b) Any information, opinions, recommendations, reports, or statements, including financial statements and other financial data, prepared or presented by any persons specified below.

18.5 To the extent contemplated above, a Director is entitled to rely on:

18.5.1 One or more employees of GCB whom the Director reasonably believes to be reliable and competent in the functions performed or the information, opinions, reports or statements provided;

18.5.2 Legal counsel, accountants, or other professional persons retained by GCB, the Board or a committee or subcommittee as to matters involving skills or expertise that the Director reasonably believes are matters-

18.5.2.1 Within the particular person's professional or expert competence; or

18.5.2.2 As to which the particular person merits confidence; or

- 18.5.3 A committee or sub-committee of the Board, of which the Director is not a member, unless the Director has reason to believe that the actions of the committee do not merit confidence.

19. **INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES**

- 19.1 For the purposes of this MOI, 'Director' includes a former Director or alternate Director and a prescribed officer or a person who is a member of a committee of the Board or of the Audit Committee irrespective of whether or not the person is also a member of the Board;
- 19.2 The ability of GCB to advance expenses to a Director to defend any legal proceedings arising from his service to GCB, or to indemnify a Director against such expenses if the proceedings are abandoned or exculpate the Director or arise in respect of any liability for which GCB may indemnify the Director in terms of the Act, applies without limitation, restriction or qualification;
- 19.3 This MOI does not limit, restrict or qualify the ability of GCB to indemnify a Director in respect of any liability arising out of the Director's service to GCB to the fullest extent permitted by the Act;
- 19.4 Subject to the provisions of the Act, every Director and other officer or employee of GCB ("Indemnified Person") shall be indemnified and held harmless by GCB, and it shall be the duty of the Directors out of the funds of GCB to pay all costs, losses and expenses, including reasonable travelling and subsistence expenses, which any such Indemnified Person may incur or become liable to pay by reason of any contract entered into, or any act or omission done or omitted to be done by him in the discharge of his duties or in his capacity as such Indemnified Person, unless same be attributable to his own negligence, default, breach of duty or breach of trust;
- 19.5 Subject to the provisions of the Act, and unless same be attributable to his own negligence, default, breach of duty or breach of trust, no Indemnified Person shall be liable for:
- (a) Any act or omission of any other Indemnified Person; or
 - (b) Joining in any receipt or other act; or
 - (c) Any loss or expense suffered by GCB in consequence of any absence of, or any defect in, any title to any property acquired by order of the Directors for or on behalf of GCB; or
 - (d) Any absence of, or defect in, any security upon which any of the monies of GCB shall be invested; or
 - (e) Any loss or damage arising from the insolvency or delictual act of any person with whom any monies, shares or assets shall be deposited; or
 - (f) Any loss or damage occasioned by any error of judgment or oversight on the part of such Indemnified Person; or
 - (g) Any other loss, damage or misfortune whatever which shall happen in or in relation to the execution of his office or employment.
- 19.6 This MOI does not limit, restrict or qualify the ability of GCB to purchase insurance to protect a Director against any liability or expenses for which GCB is permitted to indemnify a Director in terms of the Act and this Memorandum, or to protect GCB against any contingency including, but not limited to:
- (a) Any expenses that GCB is permitted to advance or for which GCB is permitted to indemnify a Director in terms of the Act; or
 - (b) Any liability for which GCB is permitted to indemnify a Director in terms of the Act.

20. **CESSATION OR DISQUALIFICATION OF OFFICE AS DIRECTOR OR ALTERNATE DIRECTOR**

A Director or Alternate Director shall cease to hold office as such –

- 20.1 When he is absent from 3 (three) consecutive meetings of the Board without the leave of the other members of the Board and such other members resolve that his office shall be vacated;
- 20.2 Immediately he becomes ineligible or disqualified or the Board resolves to remove him on such basis, and in the latter case the Director/Alternate Director has not within the permitted period filed an application for review or has filed such an application but the court has not yet confirmed the removal (during which period he shall be suspended); or
- 20.3 When his term of office contemplated in paragraph 6.1, alternatively paragraph 7.2 expires;
- 20.4 When he is not re-elected at any AGM;
- 20.5 When he is an *ex officio* Director and removed as an employee of GCB; or
- 20.6 When he dies; or
- 20.7 When he resigns by written notice to GCB; or
- 20.8 If there are more than 3 (three) Directors in office and if the Board determines that he has become incapacitated to the extent that the person is unable to perform the functions of a Director, and is unlikely to regain that capacity within a reasonable time, and the Director/Alternate Director has not within the permitted period filed an application for review or has filed such an application but the court has not yet confirmed the removal (during which period he shall be suspended); or
- 20.9 If he is declared delinquent by a court, or placed on probation under conditions that are inconsistent with continuing to be a Director of the company; or
- 20.10 He is convicted of an offence of which dishonesty is an element; or
- 20.11 If he is removed by Ordinary Resolution by Members; or
- 20.12 If there are more than 3 (three) Directors in office and if he is removed by resolution of the Board for being negligent or derelict in performing the functions of a Director, and the Director/Alternate Director has not within the permitted period filed an application for review or has filed such an application but the court has not yet confirmed the removal (during which period he shall be suspended); or
- 20.13 He files a petition for the surrender of his estate or an application for an administration order, or if he commits an act of insolvency as defined in the insolvency law for the time being in force, or if he makes any arrangement or composition with his creditors generally; or
- 20.14 He is otherwise removed in accordance with any provisions of this MOI.

21. **SUSPENSION OF DIRECTOR**

Any Director who breaches the provisions of paragraph 18 above, the Code of Conduct of Directors, the GCB'S Policy for Directors or brings the game of cricket or GCB into disrepute by any act or omission, can be automatically suspended pending a hearing or enquiry where he will be given an opportunity to present his case/defend himself.

The provisions of the Act apply to such proceedings.

22. REMOVAL OF DIRECTORS

- 22.1 Despite anything to the contrary, or any agreement between GCB and a Director, or between any member and a Director, a Director may be removed by an ordinary resolution adopted at a members meeting by the persons entitled to exercise voting rights in an election of that Director, subject to paragraph 22.2 below;
- 22.2 Before the members of GCB may consider a resolution contemplated in paragraph 22.1 above –
- 22.2.1 The Director concerned must be given notice of the meeting and the resolution, at least equivalent to that which a member is entitled to receive, irrespective of whether or not the Director is a member of GCB; and
- 22.2.2 The Director must be afforded a reasonable opportunity to make a presentation, in person or through a representative, to the meeting before the resolution is put to a vote;
- 22.3 If a member or Director of GCB has alleged that another Director of GCB –
- 22.3.1 Has become –
- 22.3.1.1 Ineligible or disqualified in terms of section 69 of the Act, other than on the grounds contemplated in section 69(8) (a); or
- 22.3.1.2 Incapacitated to the extent that the Director is unable to perform the functions of a Director, and is unlikely to regain that capacity within a reasonable time; or
- 22.3.2 Has neglected, or been derelict in the performance of the functions of Director;
- the Board, other than the Director concerned, must determine the matter by resolution, and may remove a Director whom it has determined to be ineligible or disqualified, incapacitated, or negligent or derelict, as the case may be.
- 22.4 Before the Board may consider a resolution contemplated in paragraph 22.3 above, the Director concerned must be given –
- 22.4.1 Notice of the meeting, including a copy of the proposed resolution and a statement setting out reasons for the resolution, with sufficient specificity to reasonably permit the Director to prepare and present a response; and
- 22.4.2 A reasonable opportunity to make a presentation, in person or through a representative, to the meeting before the resolution is put to a vote.
- 22.5 If, in terms of paragraph 22.3 above, the Board has determined that a Director is ineligible or disqualified, incapacitated, or has been negligent or derelict, as the case may be, then the Director concerned may apply within 20 (twenty) business days to a court to review the determination of the Board;
- 22.6 If, in terms of paragraph 22.3 above, the Board of GCB has determined that a Director is not ineligible or disqualified, incapacitated, or has not been negligent or derelict, as the case may be –
- 22.6.1 Any Director who voted otherwise on the resolution, or any holder of voting rights entitled to be exercised in the election of that Director, may apply to a court to review the determination of the Board; and

22.6.2 The court, on application in terms of paragraph 22.6.1 above, may –

22.6.2.1 Confirm the determination of the Board; or

22.6.2.2 Remove the Director from office, if the court is satisfied that the Director is ineligible or disqualified, incapacitated, or has been negligent or derelict.

22.7 An applicant in terms of paragraph 22.6 above must compensate GCB, and any other party, for costs incurred in relation to the application, unless the court reverses the decision of the Board;

22.8 Nothing in this paragraph deprives a person removed from office as a Director in terms of this paragraph of any right that person may have at common law or otherwise to apply to a court for damages or other compensation for –

22.8.1 Loss of office as a Director; or

22.8.2 Loss of any other office as a consequence of being removed as a Director.

23. INELIGIBILITY AND DISQUALIFICATION OF PERSONS TO BE A DIRECTOR OR PRESCRIBED OFFICER

23.1 In addition to the provisions of paragraph 8 above, a person is ineligible to be a Director or a prescribed officer of GCB if the person –

23.1.1 Is a juristic person;

23.1.2 Is an unemancipated minor, or is under a similar legal disability;

23.1.3 Does not satisfy any qualification set out herein, or

23.1.4 If nominated to be an Independent Director, does not meet the threshold of Independence as follows:

23.1.4.1. Has not been associated with the administration of cricket in the preceding (was 3) 2 (two) years from date of nomination.

23.1.4.2 Does not have the ability to control or significantly influence the management of the Company;

23.1.4.3 Has not been employed by the Company, or any of its Clubs/Members for the preceding 2 (two) years from date of nomination;

23.1.4.4 Is not a member of the immediate family of an individual who is, or has been in any of the preceding 2 (two) the Company or its Clubs/Members other than in a Director capacity;

23.1.4.6 Is not a significant supplier, sponsor or customer to or has a contractual relationship with the Company or any of its Clubs/Members; or

23.1.4.7 Is free from any business or other relationship that could be seen to materially interfere with the individual's capacity to act in an independent manner.

- 23.2 A person is disqualified to be a Director of GCB if –
- 23.2.1 A court has prohibited that person to be a Director, or declared the person to be delinquent in terms of section 162 of the Act, or in terms of section 47 of the Close Corporations Act, 1984 (Act 69 of 1984); or
- 23.2.2 Subject to sub-sections 162(9) to 162(12) of the Act, the person –
- (a) Is an unrehabilitated insolvent;
 - (b) Is prohibited in terms of any public regulation to be a Director of GCB;
 - (c) Has been removed from an office of trust on the grounds of misconduct involving dishonesty; or
 - (d) Has been convicted, in the Republic or elsewhere, and imprisoned without the option of a fine, or fined more than the prescribed amount, for theft, fraud, forgery, perjury or an offence –
 - (i) Involving fraud, misrepresentation or dishonesty;
 - (ii) In connection with the promotion, formation or management of a company, or in connection with any act contemplated in the Act;
 - (iii) In accordance with the Act, the Insolvency Act, 1938 (Act 24 of 1936), the Close Corporations Act, 1984, the Competition Act, the Financial Intelligence Centre Act, 2001 (Act 38 of 2001), the Securities Services Act, 2004 (Act 36 of 2004), or Chapter 2 of the Prevention and Combating of Corruption [sic] Activities Act, 2004 (Act 12 of 2004), or any amendments of the foregoing Legislation.

F. HONORARY POSITIONS

24. PATRON, HONORARY LIFE PRESIDENTS AND HONORARY LIFE VICE PRESIDENTS

- 24.1 The Board shall have the right in its absolute discretion to recommend for election at any annual general meeting, as honorary patron such person as shall be deemed by the Board to merit such election for services rendered to GCB, to the game of cricket in general, or for any other cause as the Board, in its discretion, determines. Provided that, in giving effect to these provisions, there shall, at any one time, be no more than 1 (one) person holding the position of honorary patron;
- 24.2 The Board shall have the right in its absolute discretion to recommend for election at any annual general meeting, as honorary life presidents such persons as shall be deemed by the Board to merit such election for exceptional services rendered over an extended period to Gauteng cricket or to GCB, to the game of cricket in general, or for any other cause as the Board in its discretion determines. Provided that there shall, at any one time, be no more than 3 (three) persons holding the positions of honorary life president, 1 (one) representing each Interest Group;
- 24.3 The Board shall have the right in its absolute discretion to recommend for election at any annual general meeting, as honorary life vice presidents such persons as shall be deemed by the Board to merit such election for exceptional services rendered over an extended period to Gauteng cricket or to GCB, or for any other cause as the Board in its discretion determines. Provided that there shall, at any one time, be no more than 9 (nine) persons holding the positions of honorary life vice presidents, 3 (three) from each Interest Group. There are 7 (seven) incumbents. The remaining position shall be held by a suitable person from the previously disadvantaged communities;

- 24.4 Notwithstanding the provisions of paragraphs 24.1 to 24.3 above, no person shall hold more than 1 (one) of the positions envisaged above;
- 24.5 The honorary patron, the honorary life presidents and the honorary vice life presidents may not attend any meetings except on invitation and have no voting rights.

G. ACCOUNTING REQUIREMENTS OF GCB

25. ACCOUNTING RECORDS AND FINANCIAL STATEMENTS

25.1 Accounting Requirements

With due regard to the provisions of the Act, the annual financial statements of GCB shall be audited. In amplification of the foregoing but without limitation:

- 25.1.1 GCB shall maintain the necessary Accounting Records which shall be accessible from its Registered Office;
- 25.1.2 GCB must maintain adequate records of all revenue received, including from CSA, donations, grants and Members' fees (if any), or in terms of any funding contracts or arrangements with any party or Person for a period of at least 5 (Five) years;
- 25.1.3 GCB shall prepare its Financial Statements in accordance with the International Financial Reporting Standards or, if it qualifies, in accordance with the International Financial Reporting Standards for Small and Medium Enterprises, as adopted by the International Accounting Standards Board or its successor body, or, if it qualifies in terms of the Regulations, in accordance with the South African Statements of Generally Accepted Accounting Practise as adopted from time to time by the Accounting Practices Board or its successor body, or, if it qualifies in terms of the Regulations, in accordance with such standard as it shall determine, and
- 25.1.4 GCB shall have its annual Financial Statements independently reviewed in accordance with the International Standard for Review Engagements, as issued from time to time by the International Auditing and Assurance Standards Body or its successor body, by a Registered Auditor or a member in good standing of a professional body that has been accredited in terms of section 33 of the Auditing Professions Act, unless it qualifies by reason of its public interest score being less than 100 (one hundred) to use an accounting officer, provided that such independent review must not be carried out by any independent accounting professional who was involved in the preparation of the annual Financial Statements. For this purpose, the Company shall calculate its public interest score for each financial year, calculated as the sum of the following –
- 25.1.4.1 A number of points equal to the average number of employees of the Company during the financial year;
- 25.1.4.2 1 (one) point for every R1 000 000,00 (one million rand) (or portion thereof) in third party liability of the Company, at the financial year end;
- 25.1.4.3 1 (one) point for every R1 000 000 (one million rand) (or portion thereof) in turnover during the financial year.
- 25.2 The Directors shall from time to time determine at what times and places (save in the case of Accounting Records which shall be accessible from the Registered Office) and under what

conditions, subject to the requirements of the Regulations, the Members are entitled to inspect and take copies of –

- 25.2.1 The MOI;
 - 25.2.2 Amendments to the MOI;
 - 25.2.3 Records in respect of Directors;
 - 25.2.4 Accounting Records required to be maintained by the Company;
 - 25.2.5 Reports to Annual General Meetings;
 - 25.2.6 Annual Financial Statements;
 - 25.2.7 Notices and minutes of Members Meetings;
 - 25.2.8 Communications generally to Members;
 - 25.2.9 The Members Register.
 - 25.2.10 In addition the Members have rights to information regarding Directors declarations of interests;
- 25.3 Apart from the Members, no other Person shall be entitled to inspect any of the documents of GCB (other than the Members Register and the register of Directors) as set out in paragraph 4.5 above;
- 25.4 GCB shall notify the Members of the publication of any annual Financial Statements, setting out the steps required to obtain a copy of those Financial Statements. If a Member demands a copy of the annual Financial Statements, GCB shall make same available to such Member.

26. **AUDITOR**

- 26.1 The Company shall appoint an Auditor at its AGM; provided that if an AGM does not appoint or reappoint an Auditor, the Directors must fill the vacancy in the office in accordance with the procedure contemplated in section 91 of the Act within 15 (fifteen) business days after the date of the AGM.
- 26.2 A retiring Auditor may be automatically re-appointed at an AGM without any resolution being passed, unless the retiring Auditor is –
- 26.2.1 No longer qualified for appointment; or
 - 26.2.2 No longer willing to accept the appointment, and has so notified GCB; or
 - 26.2.3 Is required to cease serving as Auditor, in terms of section 92 of the Act;
 - 26.2.4 GCB has notice of an intended resolution to appoint some other person or persons in place of the retiring Auditor.
- 26.3 Any firm of auditors appointed by GCB as the Auditor shall ensure that the Individual responsible for performing the audit must comply with the requirements of section 90(2) of the Act, provided that –

- 26.3.1 The same Individual may not serve as the Auditor or designated Auditor for more than 5 (five) consecutive financial years;
 - 26.3.2 If an Individual has served as the Auditor or designated auditor for 2 (two) or more consecutive financial years and then ceases to be the Auditor or designated auditor, the Individual may not be appointed again as the Auditor or designated Auditor until after the expiry of at least 2 (two) further financial years.
- 26.4 The Auditor –
- 26.4.1 Has the right of access at all times to the accounting records and all books and documents of GCB, and is entitled to require from the Directors or Prescribed Officers any information and explanations necessary for the performance of the Auditor’s duties;
 - 26.4.2 Has the right of access to all current and former Financial Statements and is entitled to require from the Directors or Prescribed Officers of the Company any information and explanations in connection with any such statements and in connection with the Accounting Records, books and documents as necessary for the performance of the Auditor’s duties;
 - 26.4.3 Is entitled to –
 - 26.4.3.1 Attend any Members Meeting;
 - 26.4.3.2 Receive all notices of and other communications relating to any Members Meeting; and
 - 26.4.3.3 Be heard at any Members Meeting on any part of the business of the meeting that concerns the Auditor’s duties or functions;
 - 26.4.4 May not perform any services for GCB that would place the Auditor in a conflict of interest as prescribed or determined by the Independent Regulatory Board for Auditors in terms of section 44(6) of the Auditing Profession Act.
- 26.5 If a vacancy arises in the office of Auditor, the Board –
- 26.5.1 Must appoint a new Auditor within 30 (thirty) Business Days, if there was only 1 (one) incumbent Auditor; and
 - 26.5.2 May appoint a new Auditor at any time, if there was more than 1 (one) incumbent, but while any such vacancy continues, the surviving or continuing Auditor may act as Auditor of the Company.
- 26.6 If, by comparison with the membership of a firm at the time of its latest appointment, less than ½ (one half) of the members remain after a change in the composition of the members, that change constitutes the resignation of the firm as Auditor of the Company, giving rise to a vacancy.

27. SOLVENCY AND LIQUIDITY TEST

- 27.1 For any purpose of the Act, GCB satisfies the solvency and liquidity test at a particular time if, considering all reasonably foreseeable financial circumstances of GCB at that time –
 - 27.1.1 The assets of GCB, as fairly valued, equal or exceed the liabilities of GCB, as fairly valued; and

27.1.2 It appears that GCB will be able to pay its debts as they become due in the ordinary course of business for a period of –

- (a) 12 months after the date on which the test is considered; or
- (b) In the case of a distribution contemplated in paragraph (a) of the definition of “distribution” in section 1, 12 (twelve) months following that distribution.

27.2 For the purposes contemplated in 27.1 above –

27.2.1 Any financial information to be considered concerning GCB must be based on –

- (a) Accounting records that satisfy the requirements of section 28 of the Act; and
- (b) Financial statements that satisfy the requirements of section 29 of the Act.

27.2.2 Subject to sub-paragraph 27.2.3 below, the Board or any other person applying the solvency and liquidity test to a company –

- (a) Must consider a fair valuation of the company’s assets and liabilities, including any reasonably foreseeable contingent assets and liabilities, irrespective of whether or not arising as a result of the proposed distribution, or otherwise; and
- (b) May consider any other valuation of the company’s assets and liabilities that is reasonable in the circumstances; and

27.2.3 When applying the test in respect of a distribution contemplated in paragraph 27.2.1 of the definition of “distribution” in section 1 of the Act, a person is not to include as a liability any amount that would be required, if GCB were to be liquidated at the time of the distribution, to satisfy the preferential rights upon liquidation of shareholders whose preferential rights upon liquidation are superior to the preferential rights upon liquidation of those receiving the distribution.

28. DISTRIBUTION OF INCOME

The profits of GCB will not be distributed and will be applied in accordance with Schedule 1 of the Act. Section 1(2) and 1(3) deals with the assets and income and provides as follows:

“Section 1(2) A non-profit company-

- (a) Must apply all its assets and income, however derived, to advance its stated objects, as set out in its Memorandum of Incorporation; and*
- (b) Subject to paragraph (a) may –*
 - (i) Acquire and hold securities issued by a profit company, or*
 - (ii) Directly or indirectly, alone or with any other person, carry on any business, trade or undertaking consistent with or ancillary to its stated objects.*

Section 1(3) A non-profit company must not, directly or indirectly, pay any portion of its income or transfer any of its assets, regardless whether the income or asset was derived, to any person who is or was an incorporator of the company,

or who is a member or Director, or person appointing a Director, of the company, except:

- (a) As reasonable –
 - (i) Remuneration for goods delivered or services rendered to, or at the direction of, the company, or*
 - (ii) Payment of, or reimbursement for, expenses incurred to advance a stated object of the company;**
- (b) As a payment of an amount due and payable by the company in terms of a bona fide agreement between the company and that person or another;*
- (c) As a payment in respect of any rights of that person, to the extent that such rights are administered by the company in order to advance a stated object of the company; or*
- (d) In respect of any legal obligation binding on the company”.*

29. **WINDING UP**

If GCB is wound up, whether voluntarily or compulsorily, or deregistered or dissolved, the assets remaining after payment of the liabilities of GCB and the costs of winding up shall be given or transferred to some other company or institution, or companies or institutions, having objects similar to the main object of GCB, to be determined by the members of GCB at or before the times of its dissolution or, failing such determination, by any court of competent jurisdiction.

H. **DISPUTE RESOLUTION MECHANISM**

30. **DISPUTE RESOLUTION**

30.1 Subject to the Constitution of the Republic, and save in circumstances where there is a need for urgent relief of a sort which cannot be obtained through the dispute prevention or resolution procedures contemplated in this MOI, no club, club member, official or Prescribed Officer shall approach a Court of Law to decide a dispute it has with a body or individual falling under the jurisdiction of GCB, before it has complied with the provisions of this paragraph;

30.1.1 Each club falling under the jurisdiction of the Company shall ensure that it has incorporated into its constitution a dispute prevention and dispute resolution mechanism. The dispute prevention and resolution procedures set out herein may be duplicated by and members for convenience and with the necessary changes.

30.2 All disputes concerning club matters and matters falling within the jurisdiction of GCB (including disciplinary matters) shall be resolved within the dispute prevention and dispute resolution mechanism set out in a club and/or an affiliate’s or associate’s constitution;

30.3 In the event that a club and/or affiliate or associates Constitution does not make specific provision for such dispute resolution, the provisions of this paragraph shall be applicable;

30.4 Only in the event of a dispute not having been resolved with members or affiliates or associates prevention and/or dispute resolution mechanisms, shall it be referred to the CEO for resolution, by way of either negotiation, mediation or arbitration;

- 30.5 The CEO shall decide, whether to resolve it through negotiation or whether to refer the dispute to mediation or to arbitration;
- 30.6 Referral of any or all disputes to mediation or arbitration at club, affiliate, associate or GCB level, shall be done speedily, and in any event, not later than 10 (ten) business days after the date on which the decision or issue in dispute between the parties arose; unless good cause can be shown, for a late referral.
- 30.7 Issues in dispute, as referred to in this paragraph, shall be recorded in writing, and be conveyed to the relevant secretary of the club, or the CEO of GCB as soon as possible and, in any event, not later than 10 (ten) business days after the date of referral;
- 30.8 In the event of a dispute being referred to the Board for arbitration, such referral shall be in writing, and the referring party shall pay a deposit, as determined by the Board on a case by case basis, may be refunded, depending on the outcome of the arbitration and any specific award for costs made by the arbitrator or mediator, as the case may be.
- 30.9 The following procedures will apply to an arbitration –
- 30.9.1 A party requesting arbitration (“the requestor”) shall file with his request a notice of dispute which shall set out fully the grounds of dispute;
- 30.9.2 The parties to the arbitration shall be the requestor and any other parties to the dispute;
- 30.9.3 On receipt of a request for arbitration, the CEO shall provide a list of 3 (three) names of possible arbitrators from which 1 (one) person shall be chosen by mutual consent of the parties involved in the dispute, as the arbitrator;
- 30.9.4 In the event that the parties are not able, by mutual consent, to appoint an arbitrator, the CEO of CSA will be approached to appoint an arbitrator;
- 30.9.5 The arbitrator shall be a legal practitioner of at least 10 (ten) years experience;
- 30.9.6 Within 2 (two) business days of the appointment of the arbitrator, the parties shall all sign a submission to arbitration agreement which shall set out the disputes between the parties and shall confirm that the arbitration is to be held in accordance with the provisions of this MOI and that the parties are aware that an adverse cost order may be made by the arbitrator against one or more of the parties in the course and scope of his ruling;
- 30.9.7 The date and time for the arbitration shall be fixed by the CEO in consultation with the arbitrator having due regard to the need for fairness and for speedy finalisation of the disputes;
- 30.9.8 The parties to the arbitration shall be entitled to attend the arbitration, and may be represented by members of the legal profession;
- 30.9.9 The venue of the arbitration shall be decided by the CEO in consultation with the arbitrator;
- 30.9.10 The arbitration shall be carried out informally and in a summary manner. It will not be necessary to observe strict rules of evidence or procedure;
- 30.9.11 In the event of a referral to arbitration, the Board may decide to refer the dispute to mediation for resolution;

- 30.9.12 The Board shall appoint the mediator;
- 30.9.13 The decision of the arbitrator shall be final and binding;
- 30.9.14 In the event of a dispute between GCB and another affiliate or CSA the provisions of this paragraph shall *mutatis mutandis* apply.
- 30.10 This dispute resolution procedure does not apply to a dispute between a Director and GCB;
- 30.11 The provisions of the Act are applicable to any dispute between the Director and GCB.
- 30.12 Where a dispute arises between clubs and associate members or between clubs or an associate member and the Company, such dispute shall be referred to final and binding arbitration only after the parties have attempted to resolve the dispute by negotiation. Where such dispute is referred to arbitration, the procedure (with the necessary changes) referred to in clause 30.9 shall be followed.