

Worcestershire County Cricket Club Limited Constitution and Rules

1. Name

The name of the society shall be “Worcestershire County Cricket Club Limited” (“the Club”).

2. Registration

The Club shall be a society registered under the Industrial and Provident Societies Acts 1965-1978 (“the Acts”). The Club shall not be de-registered except with the authority of a resolution of the Members as is required from time to time to amend the Constitution and Rules generally (disregarding any special requirements as to amendments to any particular Rule) or except as provided by law.

3. Objects

The objects of the Club shall be:

- (a) to promote and encourage interest and understanding in the playing and watching of the game of cricket at all levels throughout the county of Worcestershire and in surrounding areas;
- (b) to compete each season in the first-class County Championship and such other competitions as may be organised by the England and Wales Cricket Board (ECB) and to carry on the activity of County Cricket and to undertake such cricket fixtures and other activities as the Board of Directors (The Board) may decide;
- (c) to be a member of the First-Class Cricket Forum of, and so to be closely associated with, ECB and to take part in the activities of the ECB and the First-Class Cricket Forum (or their successors);
- (d) to strengthen the bonds between the Club and local communities in Worcestershire and surrounding areas;
- (e) to maintain and develop the County Ground at New Road, Worcester, so as to provide the best possible facilities for Members and those visiting the Ground or Grounds; and
- (f) to administer the funds and to apply any profits of the Club in furthering the objects of the Club.

4. Colours

- (a) The Club colours shall be dark green, black and white. The shield argent shall bear a fess between three pears sable.

(b) The Club Tie, shall be dark green, black and white and may be worn by all Players, Employees and Members of the Club.

5. Powers

5.1 To further its objects the Club shall have the power to do all such things as are incidental or conducive to the objects of the Club including (but not limited to) all or any of the following:

(a) either directly or indirectly to employ, invest and deal with the assets and funds of the Club for the objects of the Club in such manner as shall be considered by the Board in their discretion to be desirable or expedient, and to do all such other acts and things and carry on all such other activities (including (but not limited to) leasing, subleasing, releasing, renting, acquiring, altering, erecting, holding, selling, improving, developing, repairing, hiring, lending with or without security or otherwise dealing with real and personal property of any kind) as shall be considered by the Board to be necessary, desirable or expedient for the purposes of the Club or the advancement of its interests;

(b) to raise or borrow money from Members or others without limitation for the purposes of or in connection with the activities of the Club or any of them as the Board thinks fit. Any sum or sums raised or borrowed may be secured by way of mortgage or charge over all or any of the undertaking, property and assets, present or future, of the Club, and whether or not including any floating charge of all or any of the undertaking property and assets of the Club;

(c) to give any security or securities whether by way of mortgage or otherwise for the performance of any contracts or any debts, liabilities or obligations of the Club or any of its subsidiaries or other persons or corporations in whose business or undertaking the Club is interested, or to whom or in respect of whom the Club has given any personal covenant, guarantee or indemnity, whether directly or indirectly, and collaterally or further to secure any obligation of whatever nature of the Club by a trust deed or other assurance;

(d) to accept and grant sponsorship, franchises and other arrangements as the Board shall think fit;

(e) to apply for and hold any licences, consents and approvals that may be required in connection with the activities of the Club and to provide catering and such other facilities as the Board shall consider desirable;

(f) to invite, receive and make donations for or otherwise promote or assist in the development or continuance of facilities for, or the prestige of, cricket or any other sport or recreation;

(g) to support (whether by direct subscription, the giving of guarantees or otherwise) any charitable, benevolent or educational fund, institution or organisation, or any event or purpose of a public or general nature, the

support of which will or may, in the opinion of the Board, directly or indirectly benefit, or is calculated so as to benefit, the Club or its activities or its employees, ex-employees, players, former players or their dependants;

(h) to promote, arrange and organise competitions and entertainments in connection with cricket and any other sport or recreation;

(i) to engage such officials and employees upon such terms and at such remuneration as the Board may deem appropriate, and to dismiss or retire any of them as may be necessary;

(j) to provide pensions, insurances and other benefits to employees or exemployees of the Club or the dependants and relatives of any such persons and to establish and maintain or concur in establishing and maintaining trusts, funds, schemes or other arrangements (whether contributory or non-contributory) with a view to providing such benefits including (but not limited to) retirement benefits and/or life assurance schemes;

(k) to maintain bank accounts in credit or overdrawn on such terms as the Board shall think fit including the giving of guarantees and indemnities in respect of direct debits and other money transmission or collection systems; and

(l) to enter into all deeds and documents of notation or otherwise, consequent upon or by reference to the incorporation of the Club.

(m) The Board shall have authority to delegate any or all of the above powers to Worcestershire County Cricket Trading Limited which at all times shall be a wholly owned subsidiary of the Club.

6. Registered Office

The registered office of the Club shall be at the County Ground, New Road, Worcester, WR2 4QQ, or at such other location as the Board may from time to time decide.

7. Membership

7.1 A copy of these Rules shall be given to every Member and each new Member on election and every Member shall be deemed to have received notice of these Rules.

7.2 Membership of the Club shall consist of Life Members, Members and Executive Suite Members who pay the full subscription for the appropriate category of membership and hold that membership in their own right (excluding memberships held in the name of a company or club and Junior Subscribers). Vice Presidents, Honorary Life Members and Honorary Members shall also be Members of the Club, whether or not they qualify as Members under any other category.

7.3 No person shall be accepted as a Member unless he or she has reached the age of 16 years. The purported admission as a Member of a person who has not attained the age of 16 years shall be void. Persons under the age of 16 years may enjoy as Junior Subscribers rights and privileges similar to those enjoyed by Members as determined by the Board but shall not be or become shareholding Members of the Club until they reach the age of 16 years.

7.4 A candidate for membership of the Club shall apply in writing on a form provided and in a manner laid down from time to time by the Chief Executive of the Club. The application for membership must be accompanied by the Joining Fee (if any) and the subscription for the current year. In addition to the full title, name, address and date of birth of the candidate, the Chief Executive may require such other information about the candidates as the Board considers reasonable either at the time of application or prior to election.

7.5 The Board shall have the power to declare any applicant duly elected or to reject such application in its absolute discretion and the Chief Executive shall notify the applicant accordingly. In the case of rejection, the Club shall be under no obligation to give any reason or reasons for such rejection and the Joining Fee (if any) and subscription for the current year shall be returned to the applicant by post at the applicant's risk.

7.6 Payment of the Joining Fee (if any) and the subscription for the current year by a candidate for membership shall be deemed to be a declaration of agreement and submission by the candidate (if elected to membership) to the Rules, Bye-laws and Regulations of the Club.

7.7 Members shall be entitled to attend and vote at General Meetings of the Club as provided in Rules 23 and 24.

7.8 The subscription year for the Club shall commence on the first day of October in each year and end on the following last day of September. All subscriptions are due in full on 1st October in each year and must be paid by 1st April immediately following. No Member shall be admitted to the County Ground until the appropriate subscription has been paid. Any Member whose subscription remains unpaid on 1st April shall forthwith cease to be a Member, unless the Board shall otherwise determine in any individual case.

7.9 The Members of the Club at the Annual General Meeting on the

recommendation of the Board may elect as Honorary Life Members those Members who have given special service to the Club. The Board may, at its own discretion, elect as Honorary Members those Members, former players, or others whose service to the Club the Board wishes to recognise. The Board shall have the power also to elect to temporary membership on a daily basis or for the duration of a County game any person as the Board sees fit, such Members being entitled to those privileges of membership (excluding the right to serve on the Board or to vote at General Meetings of the Club) which the Board considers appropriate.

7.10 Members are required to wear, display or carry such Membership identification (badge or card) as the Board shall from time to time determine when entering the Ground and using the Pavilions and Enclosures and Members failing to fulfil this regulation may be refused admission to the Ground, Enclosures or Pavilions. Unless specifically authorised by the Board membership cards or badges are not transferable. If any case of transferring of cards or badges is detected the Board has the right to terminate the membership.

7.11 Any Member who desires to resign from the Club shall send notice in writing to such effect to reach the Chief Executive before 1st April in any year. The Member so resigning shall cease to have any rights or privileges in connection with the Club or its assets and shall not be entitled to any refund or part refund of subscription or share.

7.12 A Member of the Club shall cease to be a Member

- (a) on failure to pay any subscription, pursuant to Rule 7.8;
- (b) on resignation in accordance with Rule 7.11;
- (c) on expulsion by the Board pursuant to Rule 9; or
- (d) on death.

7.13 Subject only to the provisions of Clause 7.3 membership shall be open to all irrespective of age, gender, disability, race, religion, ethnic origin, creed, colour, social status and sexual orientation.

8. Junior Subscribers

Those under the age of 16 who wish to enjoy the privileges of membership of the Club (except that they shall not be entitled to hold a share) may be admitted as a Junior Subscriber. The privileges to which a Junior Subscriber, shall be entitled (subject to any variations approved by the Board from time to time) shall be those set out in 12.1(a), (b), (c) below. Junior Subscribers shall not be able to hold shares in the capital of the Club and shall not be entitled to vote at an Annual General Meeting or Special General Meeting of the Club.

9. Cancellation of membership

The Board shall have power to expel from membership any person if in the opinion of the Board the conduct of such person is unfitting for membership. Before any Member of the Club is expelled, he or she shall be given at least 14 days notice by the Chief Executive of the right to attend a meeting of the Board on a date specified in the notice. The notice shall contain short particulars of the complaints made.

10. Extension and suspension of privileges

The Board shall have discretionary power to extend or suspend all or any of the privileges of any Member or Members of the Club in any type of membership (for any period of time not exceeding six months), including the suspension on special occasions the usual privileges of Members including free admission to the Ground, pavilions or enclosures.

11. Share Capital

11.1 The capital of the Club shall consist of shares of the value of five pence each.

11.2 Every Member of whatever category (excluding memberships held in the name Junior Subscribers) shall hold one share and no more in the capital of the Club. No person who is not a Member shall be issued with a share.

11.3 Each Member of the Club at the date these Rules take effect (other than those under the age of sixteen years) shall be allotted one share and five pence of the subscription then next paid by each Member shall be applied in paying up the same in full.

11.4 Any person admitted to membership after the date on which these Rules take effect shall be allotted one share on admission and five pence of the first subscription paid by such Member shall be applied in paying up the same in full.

11.5 In the case of a share allotted to an Honorary Life Member or an Honorary Member who is not a Member under any other category, whether such share is allotted upon these Rules taking effect or upon admission to membership thereafter, such share shall be credited as fully paid by way of a capitalisation of any profits of the reserves of the Club and the Board shall have power to take all steps necessary to give effect to this Rule.

11.6 No share shall be withdrawable or be transferable by any Member and no interest, dividend or bonus shall be payable on any share. Any Member transferring or attempting to transfer a share or any interest therein or any rights associated therewith shall, if the Board so decides be deemed to have resigned from the Club as from the date of such transfer or attempted transfer.

11.7 The share of a Member shall be forfeited to the Club when that Member for

whatever reason ceases to be a Member and any amount then due to the Member in respect of such share shall thereon become the property of the Club.

11.8 The Club shall not be required to issue a certificate to any Member in respect of the share allotted to that Member.

12. Privileges of membership

12.1 The Board shall have the power to determine the privileges of membership which normally shall include:

(a) The privilege of watching all cricket matches played on County Ground at Worcester or other Home grounds where the County is playing, from pavilions, stands, and enclosures on the ground without further payment for all matches (except as otherwise provided for matches arranged in accordance with ECB regulations and for such other special matches as the Board shall decide).

(b) Similar privileges on Away grounds at which the County is playing after payment of the ground Admission charge and subject to the Home County's rules and regulations.

(c) The opportunity to purchase a Car Pass admitting the Members' car to the car parks at the County Ground and at other home grounds on match days so long as there shall be space available. The purchase and holding of a car pass does not guarantee a parking space at the Ground. The regulation of parking on non-match days shall be determined by the Board.

(d) The right to introduce two guests per day to the pavilions, stands, and enclosures after the payment of the Ground Admission charge in respect of those guests and such further charges as the Board may decide.

(e) The right to wear a Member's tie, brooch or other insignia for Members as may be approved by the Board together with such other privileges as the Board shall from time to time decide.

13. Expulsion

Everyone entering the County Ground or other home ground is admitted subject to the Rules, Regulations and Byelaws of the Club which reserves the right to have removed from the ground or refuse admission to the ground for any period the Board may think fit any person who shall refuse to comply with the Rules, Regulations and Byelaws or whose presence is a source of danger or annoyance to others.

14. Patrons

The Club at an Annual General Meeting may elect a Patron or Patrons who shall

be nominated by the Board who shall determine the rights and privileges of the Patron or Patrons.

15. President

The President shall be nominated annually by the Board and approved by Members at the Annual General Meeting. No person shall serve as President for longer than two successive years. The President shall not by reason of office be a member of the Board but shall be invited to attend meetings of the Board but may not vote on any issue. The President shall not be subject to the age condition in 18.6 below.

16 Chairman and Vice Chairman

The Chairman of the Board and the Vice Chairman shall be elected annually by, and from, the non executive members of the Board. In no circumstances shall any member of the Board be eligible to serve in either of the same offices for a continuous period exceeding eight financial years.

17 Vice-Presidents

17.1 The Club may elect as Vice Presidents at an Annual General Meeting those nominated and approved by the Board whose services to the Club the Club wishes to acknowledge. Any person so elected shall be a Vice President for Life. No person shall be eligible for initial nomination as a Vice President whilst either an employee of the Club or serving as a member of the Board. Vice Presidents may be accorded such privileges as the Board shall from time to time decide.

17.2 There shall not normally be more than twenty Vice Presidents at any one time.

18 The Board of Directors

18.1 The Board shall be responsible to the Members of the Club for the management of the property and funds and affairs of the Club, for setting policy in conjunction with the Chief Executive, approving budgets (including subscriptions) and generally monitoring the conduct and business of the Club including the performance of the Executive (see below). In fulfilment of these duties the Members of the Board shall also serve as Directors of WCC Trading Ltd

18.2 At meetings of the Board the Chairman of the meeting shall, in the case of equality of votes at any meeting, have in addition to his own vote have a casting vote.

18.3 The Board shall comprise a minimum of six and a maximum of nine Members of the Club (acting as non executive Directors) together with an Executive comprising the Chief Executive, Director of Cricket and Director of Finance. The members of the Executive shall be appointed by the Board on such terms and conditions as the Board shall determine.

18.4 Of the non executive Directors, six shall be elected directly by the Members (the “Elected Directors”). Each Elected Director shall serve for a period of three years and one third shall retire by rotation each year and shall be eligible for a reelection.

18.5 The Chairman, elected in accordance with Rule 16 above may, having regard to the balance of skills available to the Board, nominate any Member as an Additional Director provided that such nomination does not cause the number of Directors to exceed the number determined in accordance with Rule 18.3; such nomination to be subject to approval by the Elected Directors. Any appointment by the Board of an Additional Director shall be confirmed at the AGM following such appointment and be subject to further confirmation at each subsequent AGM.

18.6 The Board year shall commence on first day of October each year and end on the following last day of September coinciding with the financial year of the Club, and the election of Members of the Board shall be arranged to take place so that elected candidates can take office by October. The election of the successful candidates shall be confirmed at the Annual General Meeting immediately following.

18.7 The candidates for election, each of whom must be a Member in his (or her) own right (as defined in 7.2 above) will be elected by Members by paper ballot. Each proposal of a candidate for election must be seconded by 5 members in writing and the proposer and seconders must each be full Members of the Club. The nomination in writing must be with the Chief Executive by 1st August, and each nomination must be signed by the proposer and seconders and by the candidate, and must provide the candidate’s full name, address, age, which information will be provided on the ballot form sent to Members.

18.8 A Member (including Honorary and Honorary Life Members) shall not be eligible for nomination as an elected member of the Board or appointment as an Additional Director until the completion of at least twenty four months as a Member of the Club immediately prior to being nominated as a candidate. In addition a Member in the employment, or formerly in the employment, of the Club in any capacity (including as a member of the playing staff) shall not be eligible for nomination as an elected member of the Board or appointment as an Additional Director until 24 months have elapsed since his/her employment with the Club has ended and the number of non executive Directors who, since incorporation, have been employees of the Club shall be restricted to two at any time.

18.9 Each Member of the Club whose name is recorded as an individual shareholder in his own right on the register of shareholders shall be entitled to vote at such an election to the Board and to have as many votes as there are vacancies and shall not use more than one vote for each candidate. In the event that any candidates’ election to the Board would cause the maximum number of former employees as

defined in 18.9 above to be exceeded, those candidates shall not be elected and the candidate receiving the next highest number of votes shall be elected in their place. The invigilators appointed by the Board shall declare the result in writing to the Chief Executive and the result shall be posted in the Club's registered office and such declaration shall be conclusive as to the result of the ballot.

18.10 The Board may invite any person to serve as a "co-opted Director" for a specific purpose. Any persons so co-opted may serve for such periods and on such terms as the Board shall decide, and under no circumstances shall any person so co-opted be entitled to vote on any issue.

18.11 In the event of the death or resignation of a Member of the Board the Board shall have the power to appoint any Member of the Club to fill such casual vacancy on the Board and any person so appointed shall serve out the term of the member he/she replaced subject to confirmation at the next Annual General Meeting. Under no circumstances should such co-option cause the maximum number of former employees as defined in 18.9 above to be exceeded.

18.12 The Board shall meet on not less than six occasions during each year and seven clear days notice shall be given of each meeting. Other meetings of the Board may be called by the Chairman of the Board, or the Chief Executive, or at the specific request of five elected members of the Board.

18.13 The quorum for meetings of the Board shall be five non executive members of which no less than three shall be elected members.

18.14 Any Board member who for more than six months has been absent from Board meetings held during that period or who is adjudged bankrupt or is disqualified from acting as a director of a company shall thereupon automatically cease to be a Board member (unless in the case only of a Board member absent from meetings for more than six months it is otherwise resolved by the Board).

19 The Remuneration and Contingencies Committee

19.1 The Remuneration and Contingencies Committee shall be responsible for determining the annual salary and benefits package for all of the Club's employees, such information to remain confidential to the Remuneration and Contingencies Committee unless the Board shall otherwise determine. On other matters, the Remuneration and Contingencies Committee shall meet only to deal with any emergencies which may occur between meetings of the Board and shall report such matters to the Board at their next meeting.

19.2 The Remuneration and Contingencies Committee shall comprise the Chairman of the Board, Vice Chairman, and one elected Member of the Board appointed by the Board on an annual basis with the Chief Executive acting as adviser and secretary.

20. Personal interests

20.1 A Member of the Board who is in any way, whether directly or indirectly and whether for himself/herself or through a person connected with him/her, interested in a contract, transaction or arrangement with the Club shall declare the nature of his interest in accordance with Section 317 of the Companies Act 1985 (or such other section as shall re-enact or replace such Section 317) as if such Member were a director and the Club were a company for the purposes of that Act.

20.2 Such a Member shall not vote, nor count in the quorum, at a meeting of the Board on any resolution concerning a matter in which or in connection with which he has, directly or indirectly, an interest or duty which in the opinion of the chairman of the meeting is material and conflicts or may conflict with the interests of the Club. If requested to do so by the chairman of the meeting, such Member shall withdraw from the meeting whilst the matter in question is discussed and (if applicable) voted on. If the Member in question is the chairman of the meeting, references in the previous sentences of this Rule to the chairman of the meeting shall be construed as being references to a majority of the other Members present at the meeting at the relevant time.

21. Financial Year

Subject to compliance with the Acts the financial year of the Club shall commence on the first day of October and shall end on the following last day of September.

22. Annual General Meeting

22.1 The Annual General Meeting shall take place not later than the end of February following the end of the financial year.

22.2 Members shall be given 21 days' notice of the Annual General Meeting such notice shall include the Annual Report of the Board to Members which shall include the Accounts of the Club duly audited.

22.3 The quorum for an Annual General Meeting or Special General Meeting shall be fifty members.

22.4 The Annual General Meeting of the Club shall have full power (subject always to the provisions of the Acts, and subject to the resolution of any matters by postal ballot in accordance with Rule 22.6) to make and amend the Constitution and Rules of the Club in accordance with Rule 25.1; to elect a President, a Patron or Patrons, any additional Vice-Presidents, and any Honorary Life Members (all nominated and approved by the Board); and to receive and approve the Annual Report of the Board and the statement of the Annual Accounts for the year past. The Chair shall be taken at an Annual or Special General Meeting by the President or, in his absence, by either the Chairman or Vice Chairman of the

Board.

22.5 Members (excluding memberships held in the name of a company or club, or Junior Subscribers) whose subscriptions have been paid for the year immediately preceding the Annual General Meeting (and also new Members who have paid their subscription in full for the ensuing year) are eligible to attend and vote at the Annual General Meeting and to participate in a postal ballot such matters as the Board shall resolve to decide by postal ballot.

22.6 Save as otherwise provided in these Rules or as required by the Acts a simple majority shall be sufficient for the passing of any resolution. In the event of equality of votes the Chairman of the meeting shall have a second and casting vote. The Board shall be empowered to arrange for any resolutions at an Annual General Meeting to be decided by a postal vote enabling all Members to vote in writing. The Board shall be empowered to appoint the Club's auditors, or other appropriate invigilators, to invigilate the ballot the result of which shall be advised to the Chief Executive in writing.

22.7 Notice of any special business to be submitted to an Annual General Meeting shall be properly proposed by a Member of the Club and seconded by ten members and shall be submitted to the Chief Executive in writing on or before 1st December preceding the Annual General Meeting. Notice of any other substantive business to be raised at the Annual General Meeting shall be given in 12 writing by the Member concerned not less than seven days before the Annual General Meeting.

23. Special General Meeting

The Board may, on its own authority, or shall on the written requisition of two hundred Members, call a Special General Meeting within two calendar months of receiving such a requisition of which 21 days notice shall be given, such notice stating the formal resolution which the Meeting is called to consider. No business other than that in respect of which notice has been given shall be considered. The Board shall be empowered to arrange for any resolution at a Special General Meeting to be decided by a postal vote enabling all Members to vote in writing.

24. Audit of Accounts

24.1 Preparation, audit and procedure

The Annual Accounts of the Club for each financial year ("the Annual Accounts") shall be prepared, signed, audited, published, submitted and filed in accordance with the Acts. The Annual Accounts, prepared under the direction of and approved by the Board, signed by the Chairman and any other Director of the Club and bearing the Report of the Auditors, shall be submitted at the Annual General Meeting.

24.2 Auditors

The provisions of the Acts as to the appointment, removal, powers, rights, remuneration and duties of the Auditors shall be complied with. The Auditors shall be entitled to attend any General Meeting and to receive all notices of and other communications (other than voting forms) relating to any General Meeting which any Member is entitled to receive, and to speak at any General Meeting on any part of the business of the meeting which concerns them as Auditors. The remuneration of the Auditors shall not exceed any limit imposed by the Registrar pursuant to the Acts.

25. Rules and Byelaws

25.1 The Rules or any of them may be altered, abrogated, or added to either generally or for any particular occasions at any Annual or Special General Meeting by a vote of a majority of two-thirds of those Members voting including voting in a postal ballot and it shall be the duty of the Chief Executive to ensure that any new Rule or amendment to the Rules is registered in accordance with the Acts and no new Rule or amendment to the Rules will be valid until so registered.

25.2 Any Member wishing to propose any alterations, abrogations or additions to the Rules at the Annual or Special General Meeting shall give to the Chief Executive (seconded by ten members) notice in writing setting out this proposed alteration, such notice to be given by 1st December in the case of an Annual General Meeting or, in the case of a Special General Meeting, not less than 14 days before the date set for the Special General Meeting.

25.3 At the Board's discretion, a copy of the proposed alterations or abrogations or additions need not be sent to each Member but can be displayed for fourteen days before the meeting at the Chief Executive's Office.

25.4 Any dispute concerning the implementation or interpretation of the Club's Constitution and Rules or Byelaws and on any matter that may arise affecting the Club not provided for by the Constitution and Rules shall be determined by the Board whose decision shall be final.

26. Notices

Every Member of the Club shall notify the Chief Executive of any change of address to which communications may be addressed. All notices posted to such address or to the last recorded address shall be deemed to have been duly given and received.

Where in these Rules a specific period of notice is required prior to an event, such period shall not include the day of such event.

The accidental omission to give notice of any meeting or the non-receipt of such notice by any Member shall not invalidate the proceedings of the meeting.

27. Seal

The Club shall have its name engraved in legible characters on a seal (“the seal”) which shall be kept in the custody of the Chief Executive and shall be used only under the authority of the Board which may determine who shall sign any instrument to which the seal is affixed.

28. Indemnity

28.1 Protection of Board and Employees

Each Director and employee from time to time of the Club, (to the extent that such person is not entitled to recover under any policy of insurance) shall be entitled to be indemnified out of any and all funds available to the Club, which may be lawfully so applied, against all costs, liens, charges, expenses and liabilities whatsoever incurred by him or her in the execution and discharge of his or her duties in relation thereto, or incurred by him or her in good faith in the purported discharge of his or her duties in relation thereto, including any liability incurred by him or her in initiating, prosecuting or defending any proceedings, civil or criminal, which relate to anything done or omitted in good faith by him or her or alleged to have been done or omitted by him or her as an employee, or Member of the Board , as the case may be.

29. Dissolution and winding up of the Club

29.1 Dissolution to comply with the Acts

The Club may be dissolved only in accordance with the Acts.

29.2 Winding up

The Club may be wound up either compulsorily by an order pursuant to the Insolvency Act 1986 or voluntarily by resolution of the Members (either as a Members Voluntary Winding Up or Creditors Voluntary Winding Up) pursuant to the Insolvency Act 1986 as if the Club were a company within the meaning of that Act.

29.3 Distribution of net assets

In the event of dissolution or winding up, the property and assets of the Club, after the discharge of all liabilities and expenses, shall be applied towards such purposes relating to the promotion and encouragement of the game of cricket in the City of Worcester and/or the County of Worcestershire as a general meeting may determine.