

614448

**THE COMPANIES ACT 1985  
SPECIAL RESOLUTION  
BRITISH PERFORMANCE BASKETBALL LIMITED  
ADOPTION OF NEW ARTICLES OF ASSOCIATION**

At a special meeting of the members of the above named company, duly convened and held at 40 Bernard Street, London WC1N 1ST on 7<sup>th</sup> June 2011.

The following Special Resolution was duly passed

That the existing articles of association in their entirety be removed and substituted for the new articles of association attached to this resolution

DATED 7<sup>th</sup> June 2011

SIGNED



\_\_\_\_\_  
Company Secretary

NOTES

TUESDAY



A47 09/08/2011 100  
COMPANIES HOUSE

THE COMPANIES ACTS 1985 TO 2006

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COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

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ARTICLES OF ASSOCIATION

- of -

**BRITISH PERFORMANCE BASKETBALL LIMITED**

Company No 06144448

(Adopted by Special Resolution dated 7<sup>th</sup> June 2011)

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**GENERAL**

- 1 The regulations contained in the Model Articles laid out in the Act shall not apply and the following regulations shall be the Articles of the Company from the date of the resolution adopting them
- 2 With reference to section 28(1) of the Act none of the provisions to which that sub-section applies shall be treated as provisions of the Company's Articles. These Articles shall supersede any prior Articles and shall be the exclusive statement of the regulations governing the Company
- 3 The registered office of the Company will be situated in England
- 4 1 In these Articles, if not inconsistent with the subject or context, the words standing in the first column of the following Table shall bear the meanings set opposite to them respectively in the second column

**WORDS**

the Act

these Articles

Business management

**MEANINGS**

the Companies Act 2006 and as further modified by statute or re-enacted from time to time,

these Articles of Association, and the regulations of the Company from time to time in force,

those management functions which are necessary to manage a successful business organization, including sales and marketing, business development and commercial negotiation, operations, finance, legal,

	human resources and facilities and information technology,
BBF	British Basketball Federation, English Institute of Sport, Coleridge Road, Sheffield, South Yorkshire, S9 5DA,
the Chairman	the chairman of the Company,
communication	the same meaning as in the Electronic Communications Act 2000,
the Company	the above named Company,
the Directors or the Board	the Directors for the time being of the Company,
electronic communication	the same meaning as in the Electronic Communications Act 2000,
Member	a member of the Company,
Membership	membership in accordance with these Articles,
Month	calendar month,
the Office	the registered office of the Company,
the Secretary	the secretary of the Company,
in writing	written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form

- 4 2 Words importing the singular number only shall include the plural number, and vice versa
- 4 3 Words importing the masculine gender only shall include the feminine gender
- 4 4 Words importing persons shall include corporations
- 4 5 Subject as aforesaid, any words or expressions defined in the Act at the date on which these Articles become binding on the Company shall, if not inconsistent with the subject or context, bear the same meanings in these Articles

### **OBJECTS**

- 5 The Company is established for the purposes expressed in Part 1 of the Schedule This Schedule attached hereto forms an integral part of these Articles

### **MEMBERSHIP**

- 6 For the purposes of registration the number of Members is declared to be unlimited
- 7 The liability of the Members is limited by guarantee

- 8 As at the date on which these Articles become binding on the Company the single Member shall be BBF No other person shall be admitted as a Member by the Directors unless he is approved in writing by BBF
- 9 A Member may at any time withdraw from the Company by giving at least seven clear days' notice to the Company Membership shall not be transferable and shall cease on death or dissolution

### **GENERAL MEETINGS**

- 10 Unless required by law, the Company shall not be required to hold a general meeting in every calendar year by way of an annual general meeting
- 11 All general meetings, other than any annual general meeting, shall be called extraordinary general meetings
- 12 The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings had, at any meeting

### **PROCEEDINGS AT GENERAL MEETINGS**

- 13 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business Save as herein otherwise provided BBF shall be a quorum
- 14 If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of the Members, shall be dissolved In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Directors may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the meeting shall be deemed to have failed for a lack of a quorum and the resolutions proposed for such meeting shall be deemed not to have been passed
- 15 The Chairman shall preside as chairman at every general meeting, but if the Chairman shall be absent, or if at any meeting he is not present within 15 minutes after the time appointed for holding the same, the Members present shall choose some other Director to preside or if no Director be present, or if all the Directors present decline to take the chair, the Members shall choose some Member who is present to preside
- 16 The chairman of the meeting may, with the consent of any meeting of the Members at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place Whenever such a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given in the same manner as of the original meeting Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting
- 17 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, by Members present and entitled to vote and, unless a poll is, before or upon the declaration of the result by the show of hands, demanded by the chairman of the meeting or by at least a third of the Members present, a declaration by the chairman of the meeting that a

resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

- 18 No Director is entitled to vote on any matters at a general meeting unless that Director is also a Member

### **VOTES OF MEMBERS**

- 19 Every Member shall be entitled to attend general meetings and cast one vote
- 20 Subject to the provisions of sections 288 to 300 (inclusive) of the Act a resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members and if described as a special or an extraordinary resolution it shall have effect accordingly

### **THE BOARD**

- 21 The number of Directors shall be not less than three and unless and until varied by ordinary resolution of the Company in general meeting shall be subject to a maximum of nine Directors
- 22 The Directors shall be the persons set out below, appointed in accordance with the provisions of these Articles and by a process approved by BBF
- (a) an independent chairman appointed by a process in which BBF and UK Sport are represented
  - (b) the BBF Chair
  - (c) up to three nominations based on relevant experience including but not limited to elite sport and business management
  - (d) up to five further persons appointed by the Board with relevant experience including but not limited to elite sport and business management
- 23 In making appointments under Article [21] and [22], the Members or the Directors (as appropriate) shall have regard to the overall composition of the Board to the intent that, consistent with the objects and purposes of the Company, due consideration is given to the role of persons of different sex, race, colour, regional origin, political and other opinions, disability and status
- 24 The period of office of the Directors, and provision for their retirement or re-appointment, shall be determined by the Members
- 25 The Directors shall have power at any time to recommend to the Members the appointment of any person (including persons who hold executive posts in the Company) to serve as a Director for such period and on such terms as the Members may determine, either to fill a casual vacancy or as an addition to the existing Directors, except that the total number of Directors shall not at any time exceed the maximum number fixed by or in accordance with these Articles. The power conferred by this Article is subject to the provisions of Article [22] (d)

- 26 In addition and without prejudice to the provisions of section 168 of the Act, the Company may by ordinary resolution remove any Director before the expiration of his period of office, and may by an ordinary resolution appoint another suitably qualified person in his stead, but any person so appointed shall retain his office so long only as the Director in whose place he is appointed would have held the same if he had not been removed

### **DISQUALIFICATION OF DIRECTORS**

- 27 The office of a Director shall be vacated if
- (a) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director, or
  - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally, or
  - (c) he is, or may be, suffering from mental disorder and either
    - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
    - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs, or
  - (d) he resigns his office by notice to the Company, or
  - (e) unless otherwise determined by the Members, he shall without sufficient reason for more than three consecutive Board meetings have been absent without permission of the Directors and the Directors resolve that his office be vacated, or
  - (f) he is suspended from holding office or from taking part in any activity relating to the administration or management of the Company by a decision of BBF, or
  - (g) he is removed from office by a resolution duly passed pursuant to section 168 of the Act, or
  - (h) unless otherwise determined by the Members, he is requested to resign by all the other Directors acting together, or
  - (i) unless otherwise determined by the Members, he ceases to hold an appointment in the area of expertise for which he was appointed to the Board

### **POWERS OF THE BOARD**

- 28 The business of the Company shall be managed by the Directors who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company as they think fit and may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company including, without prejudice to the generality of the foregoing, the power to borrow, and as are not by the

Act or by these Articles required to be exercised or done by the Company in general meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Act for the time being in force and affecting the Company, and to such regulations, being consistent with the aforesaid regulations or provisions, as may be prescribed by the Company in general meeting, but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made

### **PROCEEDINGS OF THE DIRECTORS**

- 29 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that at least four such meetings shall be held in each year
- 30 The quorum for the transaction of the business of the Directors or any sub-committee formed pursuant to the provisions of Article [38] may be fixed by the Directors and unless so fixed at any other number shall be three, at least one of which should be a nominee of BBF
- 31 The Directors may act notwithstanding any vacancy in their body
- 32 If the Directors shall at any time be or be reduced in number to less than the number prescribed by or in accordance with these Articles, it shall be lawful for them to act as Directors for the purpose of admitting persons to membership of the Company, filling up vacancies in their body, or summoning a general meeting, but not for any other purpose
- 33 Voting on any issue shall be by show of hands unless any Director present shall demand a ballot and decisions taken by vote and by postal ballot shall be determined by a majority of those present and/or voting, unless provided otherwise in these Articles Each Director, including the Chairman, shall be entitled to one vote In the case of an equality of votes the chairman of the meeting shall have a second or casting vote
- 34 A Director, and the Secretary at the request of a Director, shall at any time summon a meeting of the Directors by notice served upon the Directors A Director who is absent from the United Kingdom shall not be entitled to notice of a meeting
- 35 The Chairman shall preside as chairman at all meetings of the Directors at which he shall be present, but if at any meeting the Chairman is not present within 5 minutes after the time appointed for holding the meeting or is not willing to preside the Directors present shall choose one of their number to be chairman of the meeting
- 36 A meeting of the Directors at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Directors generally
- 37 Any Director may participate in a meeting of the Board, by way of video conferencing or conference telephone or similar equipment that allows every person participating to hear and speak to one another throughout such meeting A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or if there is no such group, where the chairman of the meeting is
- 38 The Directors may delegate any of their powers to any sub-committee consisting of such of their number and such other persons as they think fit Provided that where such sub-committee includes persons not being Directors, no resolution of the sub-committee shall be effective unless approved by the Board or permitted by the regulations imposed on it by the Directors

- 39 Any sub-committee formed pursuant to Article [38] shall, in the exercise of the powers delegated to it, conform to any regulations imposed on it by the Directors. The resolution making the delegation shall specify the financial limits within which any sub-committee shall function. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Directors so far as applicable and so far as the same shall not be superseded by any regulations made by the Directors. All acts and proceedings of such sub-committees shall be reported in due course to the Directors.
- 40 All acts bona fide done by any meeting of the Directors or of a committee of Directors, or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office.
- 41 The Directors shall cause proper minutes to be made of all appointments of the Directors and of the proceedings of all meetings of the Company and of the Directors and of sub-committees, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
- 42 A resolution in writing signed by all the Directors for the time being or by all the members for the time being of any sub-committee who are entitled to receive notice of a meeting of the Directors or of such sub-committee shall be as valid and effectual as if it had been passed at a meeting of the Directors or of such sub-committee duly convened and constituted.
- 43 Save as otherwise provided by the Articles, a Director shall not vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:
- (a) the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the Company or any of its subsidiaries,
  - (b) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the Director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security,
  - (c) his interest arises by virtue of his subscribing or agreeing to subscribe for any debentures of the Company or any of its subsidiaries, or by virtue of his being, or intending to become, a participator in the underwriting or sub-underwriting of an offer of any such debentures by the Company or any of its subsidiaries for subscription, purchase or exchange,
  - (d) the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by HM Revenue and Customs for taxation purposes.

For the purposes of this Article, an interest of a person who is, for any purposes of the Act (excluding any statutory modification thereof not in force when this regulation becomes



binding on the Company), connected with a Director shall be treated as an interest of the Director

- 44 A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote
- 45 The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a Director from voting at a meeting of Directors or of a committee of Directors
- 46 Where proposals are under consideration concerning the appointment of two or more Directors to offices or employments with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each Director separately and (provided he is not for another reason precluded from voting) each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment
- 47 If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive

#### **DIRECTORS' APPOINTMENTS AND INTERESTS**

- 48 Subject to the provisions of the Act, the Directors may enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director Any such appointment, agreement or arrangement may be made upon such terms as the Directors determine and they may remunerate any such Director for his services as they think fit Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but without prejudice to any claim for damages for breach of the contract of service between the Director and the Company
- 49 Subject to the provisions of the Act, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested,
  - (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested, and
  - (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit
- 50 For the purposes of these Articles
- (a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a

disclosure that the Director has an interest in any such transaction of the nature and extent so specified, and

- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

### **SECRETARY**

- 51 Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them

### **PRINCIPAL EXECUTIVE OFFICER**

- 52 The Directors may appoint a person to be the Principal Executive Officer of the Company with such duties and title and on such terms and for such period as they think fit and may delegate to the Principal Executive Officer such of their powers as they think desirable to be executed by him The Principal Executive Officer shall be invited to attend all meetings of the Directors but shall not be entitled to vote thereat

### **ACCOUNTS**

- 53 The Directors shall cause accounting records of the Company to be kept in accordance with the provisions of the Act and any regulations made pursuant thereto (or as the same may be hereafter amended or altered)
- 54 Accounting records shall be kept at the Office or, subject to the Act, at such other place or places as the Directors shall think fit and shall always be open to the inspection of the Directors
- 55 Save in relation to terms agreed with funding partners the Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members of the Company not being officers of the Company or BBF and no such Member (not being such an officer or BBF) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting
- 56 At any annual general meeting which is held in any year the Directors shall lay before the Company a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Company made up to a date not more than seven months before such meeting) together with a proper balance sheet made up as at the same date Every such balance sheet shall be accompanied by proper reports of the Directors and the auditors of the Company, and copies of such accounts, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than 21 clear days before the date of the meeting be sent to the auditors and to all other persons entitled to receive notices of general meetings in the manner in which notices are hereinafter directed to be served

### **AUDIT**

- 57 Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more appropriately qualified auditor or auditors
- 58 Auditors shall be appointed and their duties regulated in accordance with the Act

### **NOTICES**

- 59 Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the Directors) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this Article and in Article [60] below, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications
- 60 A notice may be served by the Company upon any Member, either personally or by sending it through the post in a prepaid letter, addressed to such Member at his registered address as appearing in the Register of Members or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the Company by the member
- 61 Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent. In proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post as a prepaid letter and, in the case of an electronic communication containing the notice that it was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators

### **INDEMNITY**

- 62 Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the company who has acted honestly and in good faith shall be indemnified out of the assets of the Company against any civil liability incurred by him in relation to the affairs of the Company, save where the person has acted recklessly

### **DISSOLUTION**

- 63 Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1 (One pound)
- 64 If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members of the Company in their capacity as Members but shall be given or transferred to BBF or its successor body or as it shall direct in writing

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## SCHEDULE

### *PART 1 –OBJECTS AND POWERS*

The objects for which the Company is established are

- (A) To create and implement a British world class plan (“the World Class Plan”) for the sport of basketball the ultimate goal of which is to optimise the performance of Great Britain men’s and women’s basketball teams in Olympic Games,
- (B) To do all such other things as shall be thought fit to further the interests of the Company or to be incidental or conducive to the attainment of all or any of these objects

In furtherance of the above objects (but not further or otherwise) the Company shall have the following powers, subject to the terms of any funding agreement or Financial Memorandum for the time being in force (if any) between the Company and BBF

- 1) To be responsible for the development and implementation of policies relating to the selection, preparation and performance of basketball athletes and teams to represent Great Britain in international competitions (“elite basketball players”) such as, but not limited to, the Olympic Games, World and European Championships,
- 2) To liaise and reach agreement with other basketball and sporting bodies including but not limited to the home nation basketball associations, the professional basketball leagues and the British Universities Sports Association, especially in respect of agreeing an athlete pathway which supports and enhances the performance of elite basketball players,
- 3) To provide training, coaching, science, medicine and other support services to elite basketball players,
- 4) To develop key performance indicators and targets against which progress of the elite basketball players can be monitored,
- 5) In liaison with the home nation basketball associations, to make provision for anti-doping in such a way as complies with the mandatory provisions of the World Anti-Doping Code and the International Basketball Federation (“FIBA”) Anti-Doping Code,
- 6) To have ownership of the intellectual and commercial properties associated with the Great Britain men’s and women’s basketball teams, and to raise funds by way of sponsorship, merchandising and such other commercial means as may be thought fit,
- 7) To purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges anywhere in the world, and to construct, maintain and alter buildings or erections,
- 8) To sell, manage, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company subject to such consents as may be required by law,
- 9) To execute and do all such other instruments, acts and things as may be requisite for the efficient management, development and administration of the said property or assets,
- 10) To apply to appropriate funding agencies for funding in the furtherance of the Company’s objects and to have regard to the provisions of any funding agreement or Financial Memorandum between the Company and BBF from time to time,

- 11) To borrow or raise money for the objects of the Company on such terms and on such security as may be thought fit subject to such consents as may be required by law,
- 12) To take and accept any gift of money, property or other assets whether subject to any special trust or not for the objects of the Company,
- 13) To raise funds and organise appeals and invite and receive contributions from any person or persons whatsoever by way of subscription, donation and otherwise,
- 14) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts,
- 15) To invest moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided,
- 16) To effect insurances against risk or loss to the Company, or against risk or accident to any servants of the Company in the course of their employment by the Company or to any athletes or other persons engaged by the Company or in connection with providing, fostering or developing services under the World Class Plan and to pay premiums on any such insurance,
- 17) To engage and pay any person or persons, including but not limited to basketball athletes, whether on a full or part time basis or whether as consultant or employee or otherwise, to supervise, organise, carry on the work of and/or advise the Company, with such roles as the Company shall determine,
- 18) Subject to the provisions of Part B below to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their spouses and dependants,
- 19) To reach agreement or amalgamate with any companies, institutions, societies or associations which shall have objects altogether or mainly similar to those of the Company or which are for the benefit of basketball and / or elite sport in the United Kingdom or any part thereof and prohibit payment of any dividend or profit to and the distribution of any of their assets amongst their Members at least to the same extent as such payments or distributions are prohibited by this Memorandum of Association,
- 20) To pay out of funds of the Company the costs, charges and expenses of and incidental to the formation, registration and running of the Company,
- 21) To develop and operate a communications, marketing and public relations policy in relation to the World Class Plan,
- 22) To print and publish any newspapers, periodicals, books, articles or leaflets,
- 23) To do all such other lawful things as will further the attainment of the objects of the Company or any of them

***PART 2 - THE 'ASSET LOCK' PROVISIONS***  
***NO DISTRIBUTION TO MEMBERS; PAYMENTS TO DIRECTORS etc***

The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of distribution, bonus or otherwise by way of profit to the members of the Company Provided that nothing herein shall prevent any payment in good faith by the Company

- (a) Of reasonable and proper remuneration to any Director, member, officer, servant or consultant of the Company for any services rendered to the Company and of reasonable and proper travelling, conference and study expenses necessarily incurred in carrying out the duties of any such Director, member, officer, servant or consultant of the Company,
- (b) To any Director who is a Solicitor, Accountant or other person engaged in a profession of all reasonable professional and other charges for work done by him or his firm when instructed by the other Directors to act in that capacity on behalf of the Company,
- (c) Of interest on money lent by a member of the Company or its Directors at a commercial rate of interest,
- (d) To any Director of reasonable and proper out-of-pocket expenses,
- (e) Of reasonable and proper rent for premises demised or let by any member of the Company or by any Director,
- (f) Of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the Directors (or any of them) in relation to the Company