

**The Companies Act 2006**  
**Company Limited by Guarantee and Not Having a Share Capital**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**BRITISH BASKETBALL FEDERATION**  
**Incorporated in England and Wales**  
**Company Number: 06144448**

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**The Companies Act 2006**

**Company Limited by Guarantee and Not Having a Share Capital**

**ARTICLES OF ASSOCIATION**

**OF**

**BRITISH BASKETBALL FEDERATION**

The name of the Company is British Basketball Federation Limited (hereinafter called "British Basketball") and the Registered Office of British Basketball will be situated in England and Wales.

**INTERPRETATION**

1. In these Articles, unless the context otherwise requires:

**2012 Agreement** means the Agreement made on 30 June 2012 between FIBA, the British Basketball Federation and each of the Home Nation Basketball Associations

**Act** means the Companies Act 2006

**Age Group and 3x3 Competitions of FIBA and FIBA Europe** means all international age group and 3x3 competitions endorsed by FIBA and FIBA Europe from time to time.

**Appointed Director** means a director appointed in accordance with Article 26.4

**Address** means a postal address or, for the purposes of communication in electronic form, a fax number or an e-mail (but excluding a telephone number for receiving text messages) in each case registered with British Basketball

**Annual General Meeting** means an annual meeting of the Members of British Basketball

**Articles** means these articles of association of British Basketball (as amended from time to time)

<b>Auditors</b>	means the auditors who are from time to time appointed by British Basketball
<b>BOA</b>	means the British Olympic Association or any successor body
<b>Board</b>	means the Board of directors of British Basketball
<b>Business Day</b>	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom)
<b>Chairman</b>	means the chairman of the Board appointed in accordance with these Articles and who shall be Independent
<b>Chief Executive</b>	means the person appointed from time to time as the chief executive officer of British Basketball
<b>Clear Day</b>	means in relation to a period of notice, such period excluding the day when the notice is given or is deemed to be given and the day for which it is given or on which it is to take effect
<b>Committee</b>	means a committee appointed by the Board in accordance with the Articles
<b>Competitions of FIBA</b>	means: (a) the Olympic Tournaments; (b) the FIBA World Cup; (c) the FIBA World Championship for Women; (d) the European Championship for men (all divisions); (e) the European Championship for women (all divisions); (f) and all qualifying games and tournaments for the championships relevant to a - f above
<b>Company Secretary</b>	means a person appointed from time to time as the company secretary of British Basketball
<b>Connected Person</b>	means any spouse, civil partner, partner, parent, child, brother, sister, grandparent or grandchild of a Director, any firm or body corporate (including a limited liability partnership) of which a Director is a partner, member or employee and any company of which a Director is a

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	director, employee or shareholder having a beneficial interest in more than one per cent of the share capital
<b>Director</b>	means a director of British Basketball and includes any person occupying the position of director, by whatever named called (also referred to as Board Director)
<b>Disciplinary Panel</b>	means a disciplinary panel set up to hear and determine disciplinary matters relating to British Basketball
<b>Disciplinary Rules</b>	means the Disciplinary Rules and Regulations of British Basketball
<b>FIBA</b>	means the International Basketball Federation or any successor body
<b>FIBA Europe</b>	means the European zone of FIBA or any successor body
<b>FIBA General Statutes</b>	means the general statutes of FIBA as from time to time amended
<b>FIBA Internal Regulations</b>	means the regulations of FIBA as from time to time amended
<b>Financial Year</b>	means British Basketball's financial year
<b>General Meeting</b>	means a general meeting of British Basketball held in accordance with the Act
<b>Great Britain</b>	means England, Scotland and Wales
<b>Home Country Sports Council</b>	means the English Sports Council (Sport England); Sport Scotland and Sport Wales
<b>Home Nation Basketball Associations</b>	means each of: (a) Basketball England; (b) Basketball Scotland Limited; and (c) Pelfasged Cyf (Basketball Wales)
<b>Independent</b>	means a person that a reasonable person would objectively consider to be able to make decisions on matters concerning British Basketball without personal prejudice or influence. Without limiting the foregoing, a

	person shall not be considered "Independent" where that person has a close connection to British Basketball or any Home Nation Basketball Association (including but not limited to an active or vested interest in its affairs, any form of membership or a fiduciary interest)
<b>IOC</b>	means the International Olympic Committee or any successor body
<b>Members</b>	means the members of British Basketball as defined in Article 11
<b>Month</b>	means a calendar month
<b>Nominated Director</b>	means a director of British Basketball nominated by a Home Nation Basketball Association
<b>Nominations Panel</b>	means the panel which is from time to time appointed to recommend and select Directors in accordance with British Basketball's Recruitment and Selection Policy.
<b>Objects</b>	means the Objects of British Basketball as described in Article 4
<b>Office</b>	means the registered office of British Basketball
<b>Organisation</b>	means British Basketball, as regulated by the Articles
<b>Performance Director</b>	means a person appointed from time to time by the Board on such terms as it chooses to be responsible for day to day implementation of any performance plan devised for athletes and teams
<b>Professional Basketball Leagues</b>	professional basketball leagues from time to time established in Great Britain, Europe and globally
<b>Register</b>	means the register of Members of British Basketball kept pursuant to the Act
<b>Regulations</b>	means the regulations of British Basketball made by the Board pursuant to article 70

<b>Remuneration Panel</b>	means the panel, to be made up of three (3) Member representatives, appointed to review and determine remuneration for Directors and executive staff
<b>Special Resolution</b>	has the meaning given in section 283 of the Act
<b>Sports Resolutions</b>	means Sports Resolutions UK, which is the trading name of the Sports Dispute Resolution Panel Limited
<b>Voluntary Code</b>	means The Sport and Recreation Alliance's "Voluntary Code of Good Governance for the Sport and Recreation Sector" (as amended from time to time)
<b>United Kingdom</b>	means Great Britain and Northern Ireland
<b>UK Anti-Doping</b>	means the non-departmental public body set up to protect sport in the United Kingdom from doping, being responsible for anti-doping programmes and ensuring that sports bodies in the United Kingdom comply with the World Anti-Doping Code
<b>UK Sport</b>	means the United Kingdom Sports Council
<b>WADA</b>	means the World Anti-Doping Agency
<b>World Anti-Doping Code</b>	means the core document that provides the framework for harmonised anti-doping policies, rules and regulations within sports organisations and bodies and among public authorities
<b>World Class Performance Plan</b>	means the Initiatives, strategies and plans put in place by British Basketball to support the delivery of successful Great Britain teams at the world's most significant basketball events and in particular the Competitions of FIBA and the Age Group and 3x3 Competitions of FIBA and FIBA Europe.
<b>Written Resolution</b>	has the meaning given to it in the Act
<b>Writing</b>	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

**Year** means calendar year

- A. Save for where they are expressly defined in these Articles, words or expressions bear the same meaning as in the Act as in force on the date when Articles become binding on British Basketball.
- B. Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of the Articles.
- C. A reference in the Articles to an "Article" or an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- D. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
  - (I) any subordinate legislation from time to time made under it; and
  - (II) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or reenacts.
- E. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- F. The Companies (Model Articles) Regulations 2008 and any relevant model articles for a company limited by guarantee are expressly excluded by these Articles.
- G. Words importing the singular shall include the plural and vice versa.
- H. Words including a gender shall include all genders.
- I. Words importing persons shall where the context allows include corporations and unincorporated associations.
- J. For the avoidance of doubt the system of law governing these Articles is the law of England and Wales.
- K. To the extent that any of the terms of the 2012 Agreement are not specifically referred to within these Articles, or resulting regulations and bye laws, and there is a conflict between a provision of these Articles (and the resulting regulations or bye laws) the provisions of the 2012 Agreement will take precedence.

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## **LIABILITY OF MEMBERS**

2. The liability of Members is limited.
3. Every Member of British Basketball undertakes to contribute to the assets of British Basketball in the event of the same being wound up while it is a Member, or within one (1) year after the Member ceases to be a Member, for payment of the debts and liabilities of British Basketball contracted before it 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 One Pound (£1).

## **OBJECTS**

4. The Objects for which British Basketball is established are:
  - 4.1 to collaborate with the Home Nation Basketball Associations on the wider development of the sport, including on financial and commercial matters;
  - 4.2 to have ownership of the intellectual and commercial properties associated with the Great Britain men's and women's basketball teams and all levels of elite basketball in Great Britain, and to raise funds by way of sponsorship, exchequer or lottery funding, merchandising and such other commercial means as may be thought fit;
  - 4.3 to develop and operate a communications, marketing and public relations policy in relation to the World Class Performance Plan and all levels of elite basketball in Great Britain;
  - 4.4 in accordance with the 2012 Agreement, to be the nominating or selecting body, as the case may be, for Great Britain men's and women's teams to represent Great Britain in the Competitions of FIBA and the Age Group and 3x3 Competitions of FIBA and FIBA Europe and for the development and implementation of policies relating to selection;
  - 4.5 to license domestic professional competitions and leagues in Great Britain as are from time to time created; to work towards the development of an elite British women's league; and to ensure a strategic framework is put in place within which competitions at Home Nation Basketball Association level provide appropriate opportunities for the development of elite players. For the avoidance of doubt, the Home Nation Basketball Associations retain the right to exploit and license competitions and events which take place within their territory and jurisdiction;



- 4.6 to bid for and stage any of the Competitions of FIBA, including the Age Group and 3x3 Competitions of FIBA;
- 4.7 to collaborate with the Home Nation Basketball Associations to establish and agree a strategic framework to help grow participation of basketball and strengthen Home Nation performance pathways throughout Great Britain;
- 4.8 to develop a strategic and collaborative high performance strategy and World Class Performance Plan. This collaborative strategy will require engagement with, and be delivered alongside, other basketball and sporting bodies including, but not limited to, the Home Nation Basketball Associations, the British Basketball League and British Universities & College Sport to support and enhance the performance of elite players and Great Britain teams, as well as representative teams from each of the Home Nation Basketball Associations;
- 4.9 to develop key performance indicators and targets against which progress of the elite Great Britain players and Great Britain teams can be monitored;
- 4.10 to affiliate to, and represent the interests of basketball in Great Britain within, the BOA;
- 4.11 to build relationships with, liaise and work alongside the British Government, Government departments, Government agencies (such as the Home Country Sports Councils and UK Sport), the BOA, the Home Nation Basketball Associations, relevant national and international sporting bodies, FIBA, FIBA Europe, the Professional Basketball Leagues and any other body or organisation it deems appropriate, in respect of the development of Basketball in Great Britain;
- 4.12 to affiliate to, and be a member of, FIBA on behalf of each of the Home Nation Basketball Associations from 1 October 2016 and in doing so, it shall comply with applicable FIBA General Statutes and FIBA Internal Regulations;
- 4.13 to develop and maintain an international relations strategy as well as develop British Basketball's international policy positions. The strategy shall be aligned with the British Basketball's high performance programmes and major events strategy. It shall also support senior international appointments (within FIBA and/or FIBA Europe) and succession planning, recognise the increasing influence of international federation staff and encourage greater alignment across the strategies of each of the Home Nation Basketball Associations;
- 4.14 to act as a forum for all other matters of joint interest to the Members;

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- 4.15 to accept responsibility for carrying out any functions which may be transferred from time to time to British Basketball on such terms as may be agreed unanimously between the Members and British Basketball and to sub contract and delegate functions, as from time to time agreed by the Board, to one or more of the Home Nation Basketball Associations where to do so would be in the overall interests of basketball in Great Britain; and
- 4.16 anything incidental or conducive to the promotion of the Objects provided that this shall not sanction either the support by British Basketball of any political party or the pursuit by British Basketball of any object which would make it a Trade Union.

#### **POWERS AND RESPONSIBILITIES OF BRITISH BASKETBALL**

5. British Basketball shall have the power to do anything which is calculated to further its Objects.
6. British Basketball shall from 1 October 2016 have all rights and obligations of FIBA members arising from the FIBA General Statutes and the FIBA Internal Regulations.
7. Such rights and obligations shall include, without limitation, the following areas of regulatory competence:
- (i) eligibility, registration and licensing of players across Great Britain;
  - (ii) International and national transfer of players under and over 18 (including letters of clearance);
  - (iii) player list requirements;
  - (iv) player agents;
  - (v) national player availability and the release of players for international fixtures.
8. British Basketball will also be responsible for (and have all necessary powers in relation to) the following:
- 8.1 maintaining Disciplinary Rules and an appropriate judicial and dispute resolution system and to regulate the activities of basketball clubs, players, coaches, officials and administrators when competing, training or otherwise participating in an activity which is within the jurisdiction of British Basketball and from 1 October 2016 exercising complete regulatory control of discipline in basketball in Great Britain through a centralized dispute resolution system, providing for one independent hearing body;

- 8.2 establishing and implementing, on behalf of the Home Nation Basketball Associations, a complete anti-doping programme (including, without limitation, addressing education, therapeutic use exemptions, testing and results management, conduct of hearings, and imposing and implementing sanctions);
- 8.3 representing the Home Nation Basketball Associations towards UK Anti-Doping, FIBA, WADA and other anti-doping authorities and having responsibility for compliance with domestic anti-doping laws and with the FIBA Internal Regulations governing anti-doping;
- 8.4 establishing a policy on betting, bribery, integrity and anti-corruption, and engaging with the FIBA, the Home Nation Basketball Associations, government, and other sports and sports governing bodies, as well as specialist betting and integrity units, on betting and integrity matters;
- 8.5 establishing appropriate policies, including, but not limited to, policies addressing equality, privacy and data protection;
- 8.6 ensuring a licensing, registration, grading and certification system for coaches is established and maintained across Great Britain (such system shall include (but shall not be limited to) reviewing, monitoring and endorsing the licensing, registration, grading and certification systems delivered by the Home Nation Basketball Associations);
- 8.7 ensuring recognition of the highest graded coaches as FIBA certified coaches, for developing a British coaching group to guide coaching development and for a coach and elite coach development programme at Great Britain level;
- 8.8 establishing selection and nomination criteria applicable as of 1 October 2016 through which the Home Nation Basketball Associations may present candidates for referee and FIBA commissioner candidates and to collaborate with the Home Nation Basketball Associations on the nomination of such candidates in accordance with FIBA Internal Regulations;
- 8.9 appointing referees and other officials for international matches involving a Great Britain team or matches which are organised by (or are played under the jurisdiction of) British Basketball;

- 8.10 collaborating with the Home Nation Basketball Associations in relation to the provision of appropriate training programmes for referees, table officials, statisticians, administrators and volunteers;
- 8.11 developing and constructing, working in collaboration with the Home Nation Basketball Associations, a commercial programme designed to generate revenue and value in kind for British Basketball and, if appropriate, for Home Nation Basketball Associations;
- 8.12 putting in place appropriate training, development and up skilling programmes for Directors, in line with good governance and the Voluntary Code on, but not limited to, defining and evaluating the role of the board, delivery of vision, mission and purpose, objectivity, systems and controls, accountability and transparency, understanding and engaging with the sporting landscape;
- 8.13 assuming the assets and other rights of British Basketball and discharge the liabilities and responsibilities of British Basketball;
- 8.14 holding or assisting in holding competitions, demonstrations, exhibitions and shows for the purpose of promoting the Objects;
- 8.15 printing, publishing and selling any newsletters, periodicals, books or leaflets that British Basketball may deem desirable for the promotion of its Objects and carrying on courses of instruction, lectures or discussions for the purpose of promoting its Objects;
- 8.16 purchasing, taking on lease or exchanging, hiring or otherwise acquiring any real or personal property and any rights or privileges which British Basketball may deem necessary or convenient for the promotion of its Objects, and constructing, occupying, maintaining and altering any houses, buildings or works necessary or convenient for the purposes of British Basketball;
- 8.17 selling, letting, mortgaging, disposing of or otherwise dealing with all or any of the property or assets of British Basketball as may be thought expedient with a view to the promotion of its Objects;
- 8.18 taking such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of British Basketball, in the shape of donations, annual subscriptions, or otherwise;

- 8.19 undertaking and executing any trusts or any agency business which may seem directly or indirectly conducive to the Objects of British Basketball and may be undertaken lawfully by British Basketball;
- 8.20 borrowing or raising money for the purposes of British Basketball on such terms and on such security as may be deemed fit;
- 8.21 investing the monies of British Basketball not immediately required for its purposes in or upon such investments, securities or property as may be deemed 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;
- 8.22 establishing and supporting or aiding in the establishment and support of any charitable associations or institutions and subscribing or guaranteeing money for charitable purposes in any way connected with the purposes of British Basketball;
- 8.23 effecting insurances against risk or loss to British Basketball, or against risk or accident to any servants of British Basketball in the course of their employment or to players or other persons engaged by British Basketball or in connection with providing, fostering or developing services and paying premiums on any such insurance;
- 8.24 effecting insurances for players playing in Great Britain representative teams;
- 8.25 providing indemnity insurance for the Directors in accordance with, and subject to the conditions of the Act;
- 8.26 taking over or acquiring any companies, institutions, societies or associations having objects altogether or in part similar to those of British Basketball (and which shall prohibit the distribution of their income and property amongst their members to an extent at least as great as is imposed upon British Basketball under the Articles);
- 8.27 purchasing or otherwise acquiring and undertaking all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations which British Basketball is authorised to take over or acquire;
- 8.28 transferring all or any part of the property, assets, liabilities and engagements of British Basketball to any one or more of the companies, institutions, societies or associations which British Basketball is authorised to take over or acquire;
- 8.29 entering into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Objects or any

of them, and obtaining from any such government or authority any charters, decrees, rights, privileges or concessions which British Basketball may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions;

- 8.30 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of British Basketball or to contract with any person, firm or company to pay the same;
- 8.31 setting aside income as reserve against future expenditure;
- 8.32 employing and remunerating such staff as are necessary for carrying out the work of British Basketball;
- 8.33 giving or awarding pensions, annuities, gratuities, and superannuation, or other allowances or benefits or charitable aid and generally providing advantages, facilities, and services for any persons who are or have been Directors of, or who are to have been employed by, or who are serving or have served British Basketball, and to the wives, widows, children and other relatives and dependents of such persons; to make payments towards insurance; and setting up, establishing, supporting and maintaining *superannuation and other funds or schemes (whether contributory or non-contributory)* for the benefit of any such persons and of their wives, widows, children and other relatives and dependents;
- 8.34 doing all such lawful things as are incidental or conducive to the attainment of the Objects of British Basketball;
- 8.35 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- 8.36 enter into contracts to provide services to or on behalf of other bodies;
- 8.37 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory note, bills of exchange, cheques and other instruments;

- 8.38 doing all or any of things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise and by or through agents, brokers, subcontractors or otherwise and either alone or in conjunction with others.

**PROVIDED ALWAYS that:-**

9. In case British Basketball shall take, or hold, any property which may be subject to any trusts British Basketball shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
10. British Basketball's Objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers and the income and property of British Basketball shall be applied solely towards the promotion of the Objects of British Basketball as set forth in the Articles, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the Members of British Basketball, provided that nothing herein shall prevent:
- 10.1 British Basketball distributing any income or revenue to the Home Nation Basketball Associations as intended or as provided for in any separate agreement between the Home Nation Basketball Associations (either separately or together) and British Basketball;
- 10.2 any payment in good faith by British Basketball of reasonable and proper remuneration to any officer or servant of British Basketball or to any Member in return for any services actually rendered to British Basketball;
- 10.3 the payment of interest of any money lent by any Member of British Basketball at a rate per annum not exceeding five percent (5%), or reasonable and proper rent for premises demised or let by any Member of British Basketball.

**MEMBERS**

11. The membership of British Basketball shall comprise each of the governing bodies for basketball recognised as such by FIBA and by the relevant Home Country Sports Councils. The present members are therefore each of the Home Nation Basketball Associations as defined.
12. The chairman (or another appropriate officer) of a Member shall sign the register of Members on becoming a Member.

13. Membership of British Basketball cannot be assigned, transferred or shared, save that in the event that a Home Nation Basketball Association is no longer recognised by the relevant Home Country Sports Council the matter shall be immediately referred to FIBA and the relevant Home Nation Basketball Association's membership may be transferred to the governing body recognised by FIBA and the relevant Home Country Sports Council.
14. A Member may resign from British Basketball at any time by written resolution of the board of the resigning Member and sent to the Chairman. The resignation takes effect from the date of receipt by the Chairman.
15. A resignation is without prejudice to any claim that British Basketball may have against the Member for matters that arose prior to the resignation. A resignation shall not affect the Member's liability to contribute in the event that British Basketball is wound up within a year of the resignation. British Basketball may start, or continue with, the prosecution of any proceedings against such a Member notwithstanding the resignation, and such Member shall have the same rights and obligations in respect of those proceedings as would have pertained if the Member had not resigned.
16. The Board must keep all registers required to be kept pursuant to the Act. Such registers shall be open to inspection by any Member at any reasonable time free of charge.

#### **MANAGEMENT OF BRITISH BASKETBALL AND POWERS OF THE BOARD**

17. Subject to the provisions of the Act and the Articles, the administration, direction and management of the affairs of British Basketball shall be vested in the Board who may exercise all the powers of British Basketball.
18. No alteration of the Articles, or any Special Resolution, shall have retrospective effect to invalidate any prior act of the Board.
19. Without prejudice to the general powers and duties conferred on the Board, the Board may, in line with the Objects and Powers and Responsibilities:
  - 19.1 appoint the Chairman, and senior executive staff;
  - 19.2 appoint three (3) Independent Directors and up to three (3) Appointed Directors;
  - 19.3 conduct of the affairs of British Basketball in accordance with the Articles;
  - 19.4 approve financial budgets and statutory accounts;



- 19.5 disseminate relevant information to the Members;
- 19.6 appoint Committees with, or without power, to act on behalf of the Board as provided for in the Articles;
- 19.7 affiliate to, or resign from, such international or national associations as the Board considers desirable;
- 19.8 make, repeal and amend such bye-laws or rules for the conduct of the affairs of British Basketball as seem to the Board necessary or desirable, and in particular shall make, repeal and amend such bye-laws and rules and also such other policies as shall from time to time be deemed necessary by the Board, or required by any public authority;
- 19.9 carry out such functions as are delegated to it by FIBA;
- 19.10 administer and have possession of all of the funds of British Basketball and to apply such funds for such purposes and in such manner as it may deem necessary or desirable provided these are in line with the Objects;
- 19.11 Invest the funds of British Basketball in such securities or otherwise as Board deems fit;
- 19.12 appoint and dismiss such employees of British Basketball as the Board deem desirable and to fix and pay such remuneration as the Board deems fit subject to the recommendations of the Remuneration Panel;
- 19.13 delegate to the Home Nation Basketball Associations such functions as from time to time it shall consider appropriate;
- 19.14 to arrange joint meetings and events between the Board and the boards of the Home Nation Basketball Associations, the purpose of which will be to share best practice, ensure joined up and consistent approaches to policy and strategy for the sport in Great Britain, and generally to provide a forum for discussing and considering key issues affecting the sport in Great Britain;
- 19.15 to delegate such functions as it deems fit (being less than the total functions of the Board) to such person, or persons, as it decides. Such person shall report to the Board at each meeting of the Board, or more frequently if the Board shall so require.

## MEMBERS OF THE BOARD AND APPOINTMENT OF DIRECTORS

20. A Director must be a natural person, aged 18 years or older, and no one may be appointed as a Director if he or she would be disqualified from acting under the provisions of Article 37.
21. Each Member shall be entitled by notice in writing to British Basketball to appoint up to two Nominated Directors. A notice of appointment in accordance with this Article shall take effect upon lodgement at the Office or on delivery to a meeting of the Board.
22. A Nominated Director who is appointed shall be at liberty from time to time to make such disclosure to the relevant Member which nominates him or her provided that the Nominated Director acts at all times in the interests of British Basketball.
23. The Board may make rules consistent with the Articles and the Act to govern appointments to the Board.
24. Subject to the article 134, the Board shall consist of not less than seven (7), but not more than twelve (12) Directors.
25. The Directors shall be the Directors for the purposes of the Act.
26. The Board will include:
  - 26.1 The independent Chairman, who shall be appointed by the Board;
  - 26.2 Two (2) Independent Directors who may be appointed by the Board. The Board shall advertise such posts using reasonable means and shall determine the best candidates for the roles, taking into account such matters as are deemed reasonable, including, but not limited to, their skills and qualifications;
  - 26.3 Two (2) Nominated Directors nominated by each of the Members (being six (6) Nominated Directors in aggregate). Each Member will nominate qualified candidates for the role, taking into account such matters as are deemed reasonable, including, but not limited to, their skills and qualifications. A Nominated Director can be either a director of a Home Nation Basketball Association and/or a member of a Home Nation Basketball Association;
  - 26.4 Up to three (3) Appointed Directors based on relevant experience including but not limited to elite sport and business management who may be appointed by the Board.

An Appointed Director may also be a member of a Home Nation Basketball Association if approved by all Directors;

- 26.5 In exceptional circumstances a director may be co-opted onto the Board if this is necessary to ensure that the Board has the skills and/or experience necessary to fulfil its role.
27. The Board shall have the power to appoint from time to time an Independent Director as vice-Chairman to act as Chairman in the event of the absence, incapacity or death of the duly appointed Chairman.
28. In determining the overall composition of the Board, the Board shall act consistently with the Objects, powers and responsibilities of British Basketball, the principles of good governance and the Voluntary Code, and give due consideration to the role of persons of different sex, race, colour, regional origin, political and other opinions, disability and status.
29. A person shall not be entitled to act as a Director, whether on a first or any subsequent entry into office, until he or she has signed a declaration of acceptance and willingness to act in accordance with the Articles and the Act.
30. Subject always to article 31:
- 30.1 The Chairman shall serve for a term of four (4) years after the date of appointment. At the expiry of the term the Chairman shall be eligible for reappointment for a further term of four (4) years subject to satisfactory annual performance appraisals by the Independent Directors and Nominated Directors and subsequent recommendation of reappointment by the Independent Directors and Nominated Directors to the Board. The Board may resolve that the Chairman who has served two (2) terms of (four) 4 years (the maximum term) shall be re-appointed for one further year;
- 30.2 The Independent Directors shall serve for a term of four (4) years after the date of appointment. At the expiry of the term an Independent Director shall be eligible for reappointment by the Board to serve for a further term of four (4) years (two (2) terms of four (4) years being the maximum term) subject to satisfactory annual performance appraisals by Chairman and subsequent recommendation for reappointment by the Chairman acting reasonably and in good faith;
- 30.3 The Appointed Directors shall serve for a term of four (4) years. At the expiry of the term an Appointed Director shall be eligible for reappointment by the Board to serve for

a further term of four (4) years (two (2) terms of four (4) years being the maximum term) subject to satisfactory annual performance appraisals by the Chairman and subsequent recommendation for reappointment by the Chairman;

- 30.4 The Nominated Directors shall serve for a term of four (4) years. At the expiry of the term a Nominated Director shall be eligible for reappointment by the relevant Member to serve for a further term of four (4) years ((two (2) terms of four (4) years being the maximum term) subject to a satisfactory annual performance appraisal by the Chairman and subsequent recommendation for reappointment by the Chairman. If following the annual performance appraisal by the Chairman the Nominated Director is not recommended for reappointment by the Chairman the relevant Member will be entitled to put forward another Nominated Director;
- 30.5 When a Chairman or Director has completed their maximum term, at least four years must elapse before they can be eligible to stand as a director again.
31. The terms of appointment for the Chairman, the Independent Directors and the Appointed Directors stipulated at article 30 above are designed to ensure rotation in accordance with the principles of good governance and the Voluntary Code. However, the Board, in its discretion and in order to ensure retention of corporate knowledge, may in the first round of Chairman, Independent Director and Appointed Director appointments following the adoption of these Articles (the "**Initial Appointments**") appoint for shorter or longer terms than the terms stipulated at article 30 above such that retirement and rotation is staggered, even if the Initial Appointments cause the relevant maximum term to be exceeded.

#### **ALTERNATE DIRECTORS**

32. A Member ("Appointer") may appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate Director to the relevant Member's Nominated Director (an "Alternate Director") and may remove from office an Alternate Director so appointed.
33. An Alternate Director shall be entitled to;
- 33.1 receive notice of all meetings of the Board, and of all meetings of Committees, which the Nominated Director of the Appointer would have been entitled to receive;
  - 33.2 to attend and vote at meetings of Nominated Directors and;
  - 33.3 generally to perform all the functions of a Nominated Director

However, it shall not be necessary to give notice of a meeting to an Alternate Director who is absent from the United Kingdom.

34. An Alternate Director shall cease to be an Alternate Director if the Nominated Director he or she is appointed as an alternate of ceases to be a Nominated Director and if the Appointer ceases to be a Member. However, if a Nominated Director retires or resigns but is reappointed, or deemed to have been reappointed, at the meeting at which he or she retires, any appointment of an Alternate Director made by the Appointer which was in force immediately prior to Nominated Director's retirement or resignation shall continue after his or her reappointment.
35. Any appointment or removal of an Alternate Director shall be by written notice to the Chairman signed by the chairman of the relevant Member making or revoking the appointment or in any other manner approved by the Directors.
36. An Alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his or her own acts and omissions and he or she shall not be deemed to be the agent of the Nominated Director he or she is appointed by the Appointer to replace.

#### **DISQUALIFICATION, RESIGNATION AND REMOVAL OF DIRECTORS**

37. A Director shall immediately vacate his or her membership of the Board and cease to be a Director if:
  - 37.1 In the case of Nominated Director, he or she ceases to be a member of the Home Nation Basketball Association who appointed him or her;
  - 37.2 in the case of a Nominated Director, the Member who nominated him or her resigns in accordance with Article 14;
  - 37.3 he or she ceases to be a Director by virtue of any provisions of the Act or he or she becomes prohibited by law from being a Director;
  - 37.4 he or she dies or becomes subject to a bankruptcy order or interim order or he or she makes any arrangement or composition with his or her creditors;
  - 37.5 he or she is suffering from mental disorder and either is admitted to hospital in pursuance of an application for admission for treatment under any statute for the time being in force relating to mental disorder or an order is made in relation to his or her

personal welfare or property and affairs under legislation relating to mental health or mental capacity;

- 37.6 he or she absents himself or herself from the meetings of the Board during a continuous period of six (6) months without special leave of absence from the Board and the Board passes a resolution that he or she has by reason of such absence vacated office;
- 37.7 he or she is directly or indirectly interested in any proposed or actual transaction or arrangement with British Basketball and fails to declare the nature and extent of his or her interest as required by section 177 of the Act, and/or fails to act in accordance with Articles 52-56 and breaches the British Basketball conflicts of interest policy and/or remaining Directors pass a unanimous resolution that he or she be removed;
- 37.8 he or she is, or has been, banned, censured, disciplined, suspended from membership of a Home Nation Basketball Association or any other national governing body of sport for any reason and the remaining Directors pass a resolution by simple majority that he or she be removed;
- 37.9 he or she is removed from office by a unanimous resolution of the other Directors, acting together in the best interests of British Basketball; or
- 37.10 a Member activates its entitlement by notice in writing to remove one or both of its Nominated Directors from the Board. A notice of removal shall take effect upon lodgment at the Office, or on delivery to a meeting of the Board, or on delivery to the Chairman. For the avoidance of doubt, upon removing one or both of its Nominated Directors from the Board in accordance with this Article, the relevant Member shall be entitled to nominate one or two (as appropriate) new Nominated Directors who shall be appointed to the Board in accordance with these Articles.
38. if he or she resigns his or her office.

#### **PROCEEDINGS OF THE BOARD**

39. Subject to the Articles, the Board may regulate its proceedings as it thinks fit.
40. Unless otherwise resolved by the Board, the Board shall meet at least two (2) times each Year.
41. The Chairman or vice Chairman (if so appointed) of the Board may, and on the request of two (2) Directors shall, at any time call a meeting of the Board.
42. Voting on any issue shall be by show of hands unless any Director present shall demand a ballot, and decisions taken by vote shall be determined by a majority of those present

and/or voting, unless provided otherwise in the Articles. Each Director, including the Chairman, shall be entitled to one vote. In the case of an equality of votes the Chairman shall have a second or casting vote.

43. The quorum for meetings of the Board shall be four (4) and one (1) of their number must be an Independent Director, who will chair the meeting in the absence of the Chairman, or if no Chairman is in place at the time of the meeting.
44. No business shall be conducted at any meeting of the Board unless a quorum in accordance with article 43 is participating at the beginning of the meeting and also when that business is voted on. If a quorum is not participating within thirty (30) minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned to such date that is at least seven (7) working days after the first meeting and at the same location. If a quorum is not participating within thirty (30) minutes of the time specified for the adjourned meeting, the meeting will continue and a quorum will be deemed to be present.
45. A Director shall not be counted in the quorum present when any decision is made about a matter upon which that Director is not entitled to vote.
46. The Chairman shall be entitled to preside at all meetings of the Board. If there shall be no Chairman, or if at any meeting he or she is unwilling to do so, or is not present within five (5) minutes after the time appointed for holding the meeting, the vice Chairman (if so appointed) or an Independent Director shall act as chairman of the meeting and if no vice Chairman or Independent Director is appointed or if at any meeting he or she is unwilling to do so or is not present within five (5) minutes after the time appointed for holding the meeting, the Directors present shall choose one of their number to be chairman of the meeting.
47. Any of the Directors can take part in a meeting of the Board, or any members of a Committee can take part in a Committee meeting by:
  - 47.1 a video conference or telephone or similar equipment designed to allow everybody to take part in the meeting; or
  - 47.2 any series of video conferences or conference telephone calls from the Chairman. Taking part in this way will be treated as being present at the meeting. A meeting which takes place by a series of video conferences or telephone calls from the Chairman will be treated as taking place where the Chairman located. In the absence of the Chairman, meetings will be treated as taking place where the largest group of the participants is

or, if there is no such group, where the chairman of the meeting is, unless the Board decides otherwise.

48. The Board may act notwithstanding any vacancy in their body but, if and so long as their number is less than seven (7), it shall be lawful for them to act for the purpose of filling up vacancies in their body or of calling a General Meeting but not for any other purpose.
49. All acts bona fide done by any meeting of the Board, or of a Committee, or by any person acting as a Director, shall be valid notwithstanding the participation in any vote of a Director:
  - 49.1 who was disqualified from holding office;
  - 49.2 who had previously retired, resigned or who had been obliged by the Articles to vacate office;
  - 49.3 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise if without the vote of that Director and that Director being counted in the quorum, the decision has been made by a majority of the Board at a quorate meeting;
50. Article 49 does not permit a Director or a Connected Person to keep any benefit that may be conferred upon him or her by a resolution of the Board, or of a committee of the Board, if, but for Article 49, the resolution would have been void, or if the Director has not complied with Article 52.
51. A resolution in writing signed or approved by all Directors or all members of a Committee entitled to vote on the resolution shall be as valid and effectual as if it had been passed at a meeting of the Board or of such Committee duly convened and held. The resolution may consist of more than one document in the same form each signed or approved by one or more persons.

#### **DECLARATIONS OF INTEREST**

52. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with British Basketball or in any transaction or arrangement entered into by British Basketball which has not previously been declared.
53. The Directors may, subject to the quorum and voting requirements in these Articles, authorise any matter which relates to a situation in which a Director (the "**Relevant**



**Director**") has, or can have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of British Basketball and which would, if not so authorised or otherwise permitted, result in a breach of duty by the Relevant Director under section 175 of the 2006 Act (a "**Conflict**").

54. Any Director (including the Relevant Director) may propose that a Conflict be authorised by the Directors. Such proposal and any authorisation given by the Directors shall be effected in accordance with the provisions of these Articles.

55. In connection with any proposal that a Conflict be authorised by the Directors, the Relevant Director must disclose to the Directors:

55.1 the nature and extent of the Conflict, including the nature and extent of the interest of the Relevant Director;

55.2 such additional information known to the Relevant Director in relation to the Conflict as is necessary to enable the Directors to decide whether or not to authorise the Conflict; and

55.3 such additional information known to the Relevant Director in relation to the Conflict as the Directors may request in connection with the decision of the Directors whether or not to authorise the Conflict.

56. Where the Directors authorise a Conflict:

56.1 the Directors may (in connection with giving the authorisation or subsequently):

(i) require that the Relevant Director is excluded from the receipt of information, participation in discussions and/or the making of decisions (whether at meetings of the Directors or otherwise) relating to the Conflict; and

(ii) impose upon the Relevant Director such other terms for the purpose of dealing with the Conflict as it may determine.

(together "**Relevant Terms**");

56.2 the Relevant Director will be obliged to comply with any Relevant Terms and any failure to comply with Relevant Terms by the Relevant Director will, unless such failure is authorised by the Directors, result in the cessation of any authorisation by the Directors of the Conflict on the Relevant Terms;

56.3 the Directors may decide that where the Relevant Director obtains or has obtained (in connection with the Conflict and otherwise than through his position as a Director of

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British Basketball) information that is confidential to a third party, the Director will not be obliged to disclose that information to British Basketball, or to use or apply the information in relation to the Company's affairs;

- 56.4 the authorisation may extend to any actual or potential Conflict which can reasonably be expected to arise out of the Conflict which has been authorised;
- 56.5 the Relevant Terms must be recorded in writing and notified to the Relevant Director (but the authority will be effective whether or not the Relevant Terms are so recorded and notified);
- 56.6 the Directors may revoke or vary the authorisation at any time but this will not affect anything done by the Relevant Director in accordance with the Relevant Terms prior to such revocation or variation and notice of any such revocation or variation will be given to the Relevant Director (but such revocation or variation shall be effective whether or not such notice is given); and
- 56.7 subject to the Relevant Terms, the Relevant Director or any interested Director shall be considered Eligible Director(s) for the purposes of these Articles in respect of any decision to be taken by the Directors following the authorisation of the Conflict and for the avoidance of doubt, the Relevant Director and any interested Director shall be entitled to vote in respect of any such decision and if they do vote their vote will be counted and they will be taken into account in ascertaining whether or not a quorum is present.

#### **COMMITTEES**

- 57. The Board may appoint one or more Committees consisting of three or more persons which can include employees of British Basketball or any Home Nation Governing Body for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Board would be more conveniently undertaken or carried out by a committee.
- 58. The Committees can include, but will not be limited to those focusing on, performance, commercial, technical, finance and audit.
- 59. Terms of delegation by the Board must be recorded in the minute book of the Board.
- 60. The Board may impose conditions when delegating, including, but not necessarily limited to, conditions that:

- 60.1 the relevant powers are to be exercised exclusively by the Committee to whom the Board delegates; and
- 60.2 no expenditure may be incurred on behalf of British Basketball except in accordance with a budget and virement previously agreed with the Board.
- 61. A Committee may meet together for the dispatch of business, adjourn and otherwise regulate meetings in accordance with the Committee's terms of reference which will be determined by the Board. The terms of reference will, amongst other matters, determine the quorum necessary for the transaction of business.
- 62. The Board may also form and constitute Committees for the purpose of considering any particular policy or aspect of policy in relation to British Basketball, or in relation to the discharging of the Objects.
- 63. The Board may revoke or alter a delegation to a Committee, terminate a Committee, remove individuals from a Committee or change the terms of reference of a Committee at their discretion.
- 64. All acts and proceedings of any such Committees shall be fully and promptly reported to the Board.

## **MINUTES**

- 65. The Board must keep minutes of all:
  - 65.1 Appointments of all Directors made by the Board including Nominated Directors;
  - 65.2 Proceedings at General Meetings of British Basketball;
  - 65.3 Meetings of the Board and Committees including:
    - (i) the names of the persons present at the meeting;
    - (ii) the decisions made at the meetings; and
    - (iii) where appropriate the reasons for the decisions.
- 66. Any minutes of any meeting, if purporting to be signed by the chairman of that meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without further proof of the facts stated in such minutes.
- 67. The minutes of General Meetings may be inspected at all reasonable times by any Member.

68. The minutes of the Board, and of any Committee appointed by the Board, may be inspected at any time by the Directors. Members of a Committee who are not Directors may inspect the minutes of that Committee and those minutes of the Board that relate to the establishment and powers of that Committee. The Board may resolve that a named person may inspect such of their minutes or the minutes as shall be specified in the resolution.
69. No one shall have any right to inspect the minutes of the Board or a Committee established except as set out in the Articles.

#### **REGULATIONS**

70. The Board may from time to time make such reasonable and proper regulations as it may deem necessary or expedient for the proper conduct and management of British Basketball, its objects, powers and responsibilities and may add to, repeal or vary any such regulations. All regulations so made, and for the time being in force, shall be binding on all Members and all persons or entities under the regulatory jurisdiction of British Basketball. Regulations may concern the following subjects, but are not restricted to them:
- 70.1 the admission of Members of British Basketball and the rights and privileges of Members, and the entrance fees, subscriptions and other fees or payments to be made by Members;
  - 70.2 the procedure at General Meetings and meetings of the Board and Committees insofar as such procedure is not regulated by the Articles;
  - 70.3 the conduct of Members in relation to one another, and to British Basketball's employees and volunteers;
  - 70.4 any other subjects which the Articles provide may be covered by Regulations;
  - 70.5 generally all such matters as are commonly the subject of company rules or bye laws provided that no regulation shall contravene any of the provisions of the Articles or the Act.
71. The Board must adopt such means as it thinks sufficient to bring the regulations and bye laws relating to its Objects, powers and responsibilities to the notice of Members of British Basketball.

72. The regulations or bye laws relating to its Objects, powers and responsibilities shall be binding on all Members. No regulation or bye law shall be inconsistent with, or shall affect or repeal, anything contained in the Articles.

#### **GENERAL MEETINGS**

73. British Basketball shall, in each year, hold a General Meeting as its Annual General Meeting in addition to any other meetings of Members in that year, and shall specify the meeting as such in the notices calling it. Not more than fifteen (15) months may elapse between successive Annual General Meetings.
74. The Board, or the Chairman, may whenever it or he thinks fit call a General Meeting. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum any Director may call a General Meeting.
75. On the requisition of at least 2 (two) Member, the Board shall proceed to convene a General Meeting. If the Board fails to do so, any Director, or the Members requisitioning the General Meeting, may do so.
76. All meetings of Members, other than Annual General Meetings, shall be called General Meetings.

#### **NOTICE OF GENERAL MEETINGS**

77. A General Meeting shall be called by at least fourteen (14) clear days' notice.
78. A General Meeting may be called by shorter notice if it is unanimously agreed by Members having a right to attend and vote at the meeting.
79. The notice shall contain a statement setting out the rights of Members to appoint a representative for the meeting.
80. The accidental omission to give 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 at that meeting.
81. The notice shall specify the time and place of the meeting and the nature of the business to be transacted and in the case of an Annual General Meeting shall specify the meeting as such.
82. All Members are entitled to attend a General Meeting of British Basketball.

83. Notice shall be given to:

83.1 all Members;

83.2 the Directors;

83.3 the Auditors;

83.4 any other body entitled to receive notice.

84. Notice of a General Meeting of British Basketball shall be given by such of the following means as the Board shall from time to time decide:

84.1 by sending written notice of the meeting by mail to the chairman or other appropriate officer of the Member at the last known address of such Member;

84.2 by sending written notice of the meeting by electronic mail to the chairman or other appropriate officer of the Member to the last known email address of the chairman or other appropriate officer of the Member; and

84.3 such other means as shall seem to the Board to be useful to inform Members.

For the avoidance of doubt the Board may use one such option to the exclusion of the others, or such combination of such options as it shall from time to time decide and a notice may be given partly by one means and partly by another. Notice shall for all purposes be deemed to be properly and sufficiently given to all Members entitled to receive it when given in accordance with the provisions of this Article.

#### **PROCEEDINGS AT GENERAL MEETINGS**

85. For a resolution of Members to be passed, it must be agreed unanimously as between the Members in attendance at the General Meeting.

86. The quorum for a General Meeting is all 3 (three) Members (through their representatives) unless article 88 applies.

87. If, within fifteen (15) minutes from the time appointed for the holding of a General Meeting, all three (3) Members are not present, or if during a meeting all three (3) Members cease to be present, the meeting shall be dissolved and shall stand adjourned to the same day in the next week but if that day is not a Business Day, the meeting will be held on the next Business Day, at the same time and place, or to such day, time and place as the Chairman, or the Board, shall appoint.

88. If, within fifteen (15) minutes from the time appointed for the adjourned meeting in accordance with article 87, all three (3) Members are not present, or if during a meeting all three (3) Members cease to be present, the meeting will continue and a quorum will be deemed to be present and business is then capable of being transacted.
89. The Chairman shall preside as chairman at every General Meeting or if he shall not be present within fifteen (15) minutes after the time appointed for holding the meeting, or shall be unwilling to preside, the vice Chairman (if any) shall, if present and willing to act, preside as chairman failing which the Members present shall elect one of their number to be chairman of that meeting.
90. The chairman of any General Meeting may with the consent of those present at any meeting at (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.
91. When a General Meeting is adjourned for fourteen (14) days or more, at least seven (7) clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise, it shall not be necessary to give any such notice.
92. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, a poll is demanded by at least two Members present in person or by Proxy having the right to vote on the resolution. Unless a poll is so demanded, a declaration by the chairman of the meeting that a resolution has been carried or lost, or not carried, and an entry to that effect in the minutes of the General Meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
93. The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chairman of the meeting. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
94. A poll shall be taken as the chairman of the meeting directs and he may appoint scrutineers and fix a time and place for declaring the result of the poll. The result of

the poll shall be deemed to be the resolution of the General Meeting at which the poll is demanded.

95. The demand for a poll shall not prevent continuance of a General Meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the General Meeting shall continue as if the demand had not been made.
96. No poll shall be demanded on the election of a chairman of a General Meeting or on a question of adjournment.
97. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven (7) clear days' notice shall be given specifying the time and place at which the poll is to be taken.
98. A proposed written resolution of the Members pursuant to the Act lapses if it is not passed before the end of the period of sixty (60) days beginning with its circulation date (as defined in the said Act).
99. Every Member shall have one vote.
100. No Member shall be entitled to vote at any General Meeting unless all monies presently payable by it to British Basketball have been paid.
101. An appointment of a Member representative (the "Representative Appointment Letter") shall be in the form of the draft in Schedule 1 to the Articles or so near thereto as circumstances permit and shall be signed by the chairman of the Member concerned and deposited at the Office or if the Board so decides at such other address as the Board shall specify not later than forty eight (48) hours before the start of the meeting or where the poll is to be taken later than forty eight (48) hours after it was demanded, twenty four (24) hours before the poll is to be taken or where a poll is to be taken less than forty eight (48) hours after it was demanded when it was demanded.
102. The Representative Appointment Letter must state the name and address of the Member appointing the representative, identify the person appointed to be the representative and the General Meeting in relation to which that person is appointed.



103. A Representative Appointment Letter must also be signed by the Chairman or another director of Member appointing the representative, or is authenticated in such manner as the Board may from time to time determine.
104. A Representative Appointment Letter may specify how the representative appointed under it is to vote (or that the representative is to abstain from voting) on one or more resolution.
105. Unless a Representative Appointment Letter indicates otherwise, it must be treated as:
- 105.1 allowing the person appointed under it discretion as to how to vote on any ancillary or procedural resolutions put to the meetings; and
- 105.2 appointing that person as a representative in relation to any adjournment of the General Meeting to which it relates as well as the General Meeting itself.
106. An appointment under a Representative Appointment Letter may be revoked by delivering to the Office a notice in writing given by, or on behalf of, the Member on whose behalf the Representative Appointment Letter was given.
107. A Representative Appointment Letter only takes effect if it is delivered before the start of a meeting or adjourned meeting to which it relates.
108. If a Representative Appointment Letter is not executed by the Chairman or another director of the Member appointing its representative, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.
109. If two or more people claim to represent the same Member at a General Meeting, the Chairman of the meeting shall decide which one person shall be considered as the Member's representative. The Chairman's decision on this matter shall be final.
110. No objection shall be raised as to the qualification of any voter except at the meeting, or adjourned meeting, at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
111. The business of the Annual General Meeting of British Basketball shall be inter alia:
- 111.1 to receive the Annual Report;
- 111.2 to receive the Annual Accounts;

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- 111.3 to appoint the Auditors and settle their remuneration;
  - 111.4 to transact any other business that is included on the notice calling the meeting.
112. No business shall be conducted at a General Meeting that is not specified in the notice calling the meeting.

#### **CHIEF EXECUTIVE**

113. The Chief Executive shall be appointed by the Board for such time, at such remuneration (as recommended and approved by the Remuneration Committee) and upon such conditions consistent with the provisions of the Articles as it may think fit, and any Chief Executive so appointed may be removed by it. The Chief Executive shall not be a Director and shall be accountable to the Chairman on behalf of the Board.

#### **MISCELLANEOUS PROVISIONS RELATING TO THE BOARD OF DIRECTORS**

114. At the Annual General Meeting in every year the Board shall lay before the Members 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 Association) made up in accordance with any statutory provisions for the time being in force to a date which shall not in any event be more than seven (7) months before such meeting, together with proper balance sheet made up as at the same date. Every balance sheet shall be accompanied by proper reports of the Board and the Auditors, and copies of such account, 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 fourteen (14) clear days before the date of the meeting, subject nevertheless to the provisions of the Act, 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. The Auditors' report shall be laid before the meeting pursuant to the provisions of the Act.
115. A Director shall be paid all reasonable expenses properly incurred by him or her in attending and returning from meetings of the Board, any delegated Committee, Annual General Meetings or General Meetings of British Basketball or in connection with the business of British Basketball provided the payment of such expenses has been previously authorised by resolution of the Board.

116. The Directors shall be entitled to remuneration if and as approved by the Remuneration Panel.
117. Any person who has been suspended from being a member of a Home Nation Basketball Association or otherwise suspended from a Home Nation Basketball Association for any reason (including but not restricted to a ban, censure or other disciplinary action), and the Board passes a resolution by simple majority that he or she be removed from the Board, shall be prohibited from becoming a Director for a period of four (4) years, such period to commence on the expiry of that person's suspension from the Home Nation Basketball Association.

#### **HONORARY OFFICERS**

118. The Board may, at any time from time to time, appoint any person to be a President, a Vice President, or a Patron of British Basketball. Such offices shall be honorary offices, carrying no executive duties or responsibilities and no voting powers and can be removed or retracted by the Board at any time and at its discretion.

#### **MEANS OF COMMUNICATION TO BE USED**

119. Subject to the Articles, anything sent or supplied by or to British Basketball under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to British Basketball.
120. Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents from time to time.
121. British Basketball may give any notice to a Member either:
- 121.1 personally to the chairman of the Member or another appropriate director, officer or person authorised by the Member to receive communications and notices; or
  - 121.2 by sending it by post in a prepaid envelope addressed to the member's registered office; or
  - 121.3 by leaving it at the Member's registered office; or

- 121.4 by giving it in electronic form to the email address of the chairman of the Member, another appropriate director of the Member or person nominated by the Member to receive communications.
122. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic form was sent shall be conclusive where it can be shown that it was properly addressed and sent in accordance with section 1147 of the Act. A notice shall be deemed to be given at the expiration of forty eight (48) hours after the envelope containing it was posted or, in the case of a notice contained in an electronic form, at the expiration of forty eight (48) hours after the time it was sent.
123. A Member, or a representative of a Member, present at any meeting of British Basketball, shall be deemed to have received notice of the meeting and of the purposes for which it was called.

#### **ACCOUNTS**

124. The Board shall comply with the requirements of the Act as to keeping accounting records, the audit or examination of annual accounts and the preparation and submission to the Registrar of Companies of annual accounts.
125. Accounting records shall be kept at the Office or, subject to the Act, at such other place or places as the Board shall think fit and shall always be open to the inspection of the Directors.
126. Save in relation to terms agreed from time to time with funding partners, the Board 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 British Basketball shall be open to the inspection by persons who are not Directors.

#### **AUDIT**

127. Once at least in every year the accounts of British Basketball 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.
128. Auditors shall be appointed and their duties regulated in accordance with the Act.

## **DISPUTES**

129. The Members agree that if any dispute arises between themselves, or between a Member and British Basketball, in connection with the Articles, or otherwise, save for disputes that fall to be dealt with in accordance with clause 7 of the 2012 Agreement, and the dispute cannot be resolved by good faith discussions between the relevant parties (for a period of no less than thirty (30) days prior to the referral described below), it may be referred by a relevant party to mediation by FIBA in accordance with a procedure to be determined by the FIBA Secretary General. The language to be used in the mediation shall be English.
130. If the dispute is not settled within ninety (90) days of the commencement date of the mediation, or within such other period as the parties shall agree in writing, the dispute(s) shall be referred to, and finally resolved by, arbitration under the Arbitration Act 1996 and Sports Resolutions' Arbitration Rules, such rules which are deemed to be incorporated by reference to this Article.

## **DISSOLUTION**

131. The Members may at any time before, and in expectation of, its dissolution resolve that any net assets of British Basketball after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of British Basketball be applied or transferred in any of the following ways:
- 131.1 directly for the Objects;
- 131.2 to any charity or charities with purposes similar to the Objects; or
- 131.3 to any charity or charities for use for particular purposes that fall within the Objects.
132. In no circumstances shall the net assets of British Basketball be paid to or distributed among the Members (except to a Member that itself has similar objects as British Basketball) and if no resolution is passed by the Members the net assets of British Basketball shall be applied for charitable purposes as directed by the Court.

## **INDEMNITY**

133. British Basketball shall indemnify a Director, or a former Director, against any liability incurred by him in that capacity to the extent permitted by sections 232 to 234 of the Act.

## **TRANSITION PROVISIONS**

134. During the term 2016-2020 (the Transition Period), and notwithstanding that as a result of an appointment pursuant to this article the composition of the Board may be greater than ten (10) during the Transition Period, the Board may appoint from the previous board of British Performance Basketball up to two (2) additional Directors.

## **SCHEDULE ONE – FORM OF REPRESENTATIVE APPOINTMENT LETTER**

An instrument appointing a representative shall be in the following form or as near thereto as circumstances admit:

*We [MEMBER'S NAME] of [MEMBER'S ADDRESS] being a member of BRITISH BASKETBALL, hereby appoint [NAME OF REPRESENTATIVE] of [REPRESENTATIVE'S ADDRESS] or falling him/her [ALTERNATE REPRESENTATIVE NAME] or [ALTERNATE REPRESENTATIVE ADDRESS] as our representative to vote for us on our behalf at the ANNUAL GENERAL MEETING OR GENERAL MEETING, as the case may be of BRITISH BASKETBALL to be on the [ ] of [ ] 20[ ], and at any adjournment thereof.*

*Signed this [ ] day of [ ] 20[ ]*

Where it is desired to afford Members an opportunity of voting for or against a resolution the instrument appointing a representative shall be in the following form or a form as near thereto as circumstances admit:

*We [MEMBER'S NAME] of [MEMBER'S ADDRESS] being a member of BRITISH BASKETBALL, hereby appoint [NAME OF REPRESENTATIVE] of [REPRESENTATIVE'S ADDRESS] or falling him/her [ALTERNATE REPRESENTATIVE NAME] or [ALTERNATE REPRESENTATIVE ADDRESS] as our representative to vote for us on our behalf at the ANNUAL GENERAL MEETING or GENERAL MEETING as the case may be of BRITISH BASKETBALL to be on the [ ] of [ ] 20[ ], and at any adjournment thereof.*

*Signed this [ ] day of [ ] 20[ ]*

*This form is to be used \*in favour of/against the resolution. Unless otherwise instructed, the representative will vote as he/she thinks fit*

*\*Strike out whichever is not desired*