



THE COMPANIES ACT OF 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
MEMORANDUM & ARTICLES OF ASSOCIATION
OF
BRADFORD DRAGONS BASKETBALL CLUB

PART 1: INTERPRETATIONS AND LIMITATIONS OF LIABILITY

Defined Terms

1.1 In these Articles, unless the context requires otherwise:

Act Means the Companies Act 2006;

AGM means an Annual General Meeting of the Club;

Articles means these memorandum and articles of association, **Articles** refer to the particular provision of them;

Associate member means a member of the Club who is not a Club member, and who therefore neither has voting rights to which members of companies are entitled under the Articles or the Companies Act, and the **Associate Membership** shall be interpreted accordingly;

Chairman has the meaning given in article 12;

Club means the company regulated by these Articles;

Club Member means every person who agreed to become a company member of the Club and whose name is entered in the Club's register of members, in accordance with section 112 of the Act, and the **Club Membership** shall be interpreted accordingly;

Companies Act means the Companies Act (as defined in section 2 of the Act), in so far as they apply to the Club;

Director means a director of the Club, and includes any person occupying the position of director, by whatever name called;

Finance Acts means the Corporation Tax Act 2010, the Finance Act 2012 and any other relevant legislation;

Member means all members of the Club whether Club Members or Associate Member, and **Membership** shall be interpreted accordingly;

Officers has the meaning given in Article 6.1;

Ordinary Resolution means a resolution passed by a simple majority of the Club members;

Secretary means the company secretary of the Club, if appointed; and

Special Resolution means a resolution of the Club members passed by a majority of not less than 75%;

1.2 In these Article, unless the context otherwise requires;

1.2.1 other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Club;

1.2.2 words in the singular shall include the plural and in the plural include the singular; and

1.2.3 a reference to one gender shall include a reference to the other genders.

1.3 Headings in these articles are used for convenience only and shall not affect the construction or interpretation of the Articles.

1.4 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it is in force from time to time, taking account of any subordinate legislation from time to time made under it, and any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.5 A **person** includes an natural person, corporate or unincorporated body (whether or not having a separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.6 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not be limited to the sense of the words preceding those terms.

2 LIABILITIES OF CLUB MEMBERS

2.1 The liability of each Club Member is limited to £1 , being the amount that each Club Member undertakes to contribute to the assets of the Club in the event of it being wound up while he is a Club Member or within one year after he ceases to be a Club Member, for;

2.1.1 payment of the Club's debts and liabilities contracted before he ceases to be a Club Member;

2.1.2 payment of the costs, charges and expenses of winding up; and

2.1.3 adjustments of the rights of the contributories among themselves.

COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Position each subscriber	Name	Authentication by
Company Chairman	Stuart Culliford	
Company Secretary	Steve Valentine	
Company Director of Finance	Abdul Khan	
Director of Media	Simon Carter	
Director of Volunteers	Carmen Carter	
Director of Health & Safety	Daniel Culliford	
Director of Marketing	tba	
Director of Senior Coaching	Chris Mellor	
Director of Junior Coaching	Tamas Okros	
Director of Match Day Operations	Ian Parkin	
Director of Sponsorship	tba	
Director of Junior Basketball	tba	
Director of Basketball development	tba	
Director of Senior Basketball Programmes	tba	
Director of Bradford Eurocamp	tba	

PART 2 OBJECTIVE & POWERS

3.1 The Club is established for the following purposes:

3.1.1 To promote and facilitate Bradford and its outlying areas, participation in healthy recreation by the provision of facilities and personnel for the sport of basketball;

3.1.2 To participate in national competitions at the highest level possible for the benefit of the communities of Bradford and its districts; and

3.1.3 To provide social and cultural opportunities and facilities for Members and the local communities of Bradford as may from time to time be determined by the Directors.

4 Powers

4.1 In pursuance of the objectives set out in Article 3.1, the Club has the power to:

4.1.1 establish, maintain and conduct a basketball club;

4.1.2 promote and hold, either alone or jointly with any other association, club or persons meetings and competitions for the purpose of competitive basketball ;

4.1.3 provide information or advice;

4.1.4 co-operate with other bodies;

4.1.5 accept gifts and raise funds;

4.1.6 seek sponsorships;

4.1.7 apply for grants:

4.1.8 acquire or hire property, facilities and equipment of any kind;

4.1.9 let or dispose of property of any kind;

4.1.10 set aside funds for special purpose or as a reserve against future expenditure:

4.1.11 deposit or invest funds in any manner;

4.1.12 insure any assets of the Club against any foreseeable risk and take out other insurance policies to protect the Club when required;

4.1.13 engage paid or unpaid personnel as required;

4.1.14 enter into contracts to provide services to or on behalf of other bodies;

4.1.15 provide professional coaches to other bodies: and

4.1.16 do anything else within the law which promotes or helps to promote the objects set out in Article 3.1.

PART 3: DIRECTORS

5 DIRECTORS

5.1 The Directors are responsible for the management of the Club's business, for which purpose that may exercise all the power of the Club.

5.2 Directors are elected by the Club Members or co-opted by the Directors, in accordance with any procedures set out.

5.3 The Director's term of office automatically terminates if he or she:

5.3.1 ceases to be a Director by any provision of the Act or is prohibited from being a director by law;

5.3.2 is absent without notice from 3 consecutive meetings of the Directors and is asked by a majority of the other Directors to resign;

5.3.3 is incapable, whether mentally or physically, to manage his own affairs;

5.3.4 resigns by written notice to the Directors, but only if at least two Directors remain in office; or

5.3.5 is removed by the Club Members.

6 OFFICERS

6.1 The officers of the Club are the Chairman, Club Secretary and Director of Finance. The Officers, all of whom must be Club Members, must be able to meet and other conditions and comply with any duties and responsibilities set out.

6.2 The Officers shall be elected by the Club Members at the AGM each year. All Officers shall hold office from the conclusion of the AGM in which they are appointed until the conclusion of the AGM the following calendar year. All Officers shall be eligible for re-election.

7 DIRECTORS' PROCEEDINGS

7.1 THE Directors must hold at least 6 meetings each year.

7.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and, unless otherwise fixed, it is two.

7.3. A meeting of the Directors may be held in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all other participants.

7.4 The Chairman or if the Chairman is unable or unwilling to do so some other Director chosen by the Directors present presides at each meeting.

7.5 Any issue may be determined by a simple majority of votes cast at a meeting, but resolution in writing agreed to by all the Directors (other than any conflicted Director who has not been authorised to vote is as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.

7.6 Every Director has one vote on each issue and, in case of equality of votes, the Chairman has a casting vote.

7.7 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

8 DIRECTORS' POWERS

8.1 The Directors may exercise any power of the Club which are not the reserved to the Club Members.

8.2 The Directors may delegate any of their functions to committees consisting of two or more individuals appointed by them as they think fit. At least one member of every committee must be a Director and all proceeding of committees must be reported promptly to the Directors.

Committees to which Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the decisions by Directors.

9 DIRECTORS' REMUNERATION AND EXPENSES

9.1 Directors may undertake any services for the Club that the Directors decide. Directors are entitled to such remuneration as the Directors determine for their services to the Club as Directors and for any other service which they undertake for the Club.

The Club may pay any reasonable expenses which the Directors properly incur in connection with the discharge of their responsibilities in relation to the Club.

10 CONFLICTS OF INTEREST

10.1 The Directors may, in accordance with the requirements set out in Article 10.2, authorise any situation in which a Director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Club which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest.

10.2 Any authorisation under Article 10.1 shall be effective only if:

10.2.1 the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed by the Directors;

10.2.2 any requirement as to the quorum is met without counting the interested Director; and

10.2.3 the matter was agreed to without the interested Director voting or would have been agreed to if the interested Director's vote had been counted.

10.3 The Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Club for any remuneration, profit or other benefit in which he derives from or in connection with a relationship involving a conflict of interests which has been authorised by the Directors in accordance with these Articles or by the Club Members in general (subject in each case to

any terms, limit or conditions attaching to the authorisation) and no contract shall be liable to be avoided on such grounds.

10.4 If a proposed decision of the Directors is concerned with an actual or proposed transaction or agreement with the Club in Which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes, unless the Director's interest cannot be reasonably be regarded as likely to give rise to a conflict of interest.

10.5 Where the number of non-conflicted Directors is less than the quorum for the purpose of approving a resolution authorising any situation or transaction constituting a conflict as anticipated by the Companies Acts, the quorum shall be the disinterested parties.

10.6 When all the Directors of the Club are conflicted, the Club shall pass the conflict to the Club Members for approval by ordinary resolution.

PART 4: MEMBERSHIP

11 APPLICATION FOR MEMBERSHIP

11.1 Membership is open to any individual interested in the sport of basketball. Membership is not transferable.

11.2 Members must be over the age of 18 and are either a player who have paid that year's annual subscription, legal guardians of a player under the age of 18 who has paid that year's annual subscription, or hold an current official position, whether paid or unpaid, in the Club.

11.3 Membership may also be subject to any subscription or affiliation fees that may be set by the Directors from time to time.

11.5 The Directors may establish different classes of Membership, and decide who will be eligible for admission to them and what their rights and obligations will be.

12 TERMINATION OF MEMBERSHIP

12.1 A Member may withdraw from membership by giving 7 days' notice to the Club.

12.2 A person's Membership terminates when that person dies or ceases to exist.

12.3 The Directors may terminate the Membership of any Member without his consent by giving him written notice if, in the opinion of the Directors;

12.3.1 he is guilty of conduct which has or likely to have a serious adverse effect on the Club or bring the Club or any or all of the Members and Directors into disrepute;

12.3.2 he has acted or threatens to act in a manner which is contrary to the interests of the Club as a whole; or

12.3.3 has failed to observe the terms of these Articles .

12.4 If the Directors wish to terminate a person's Membership in accordance with Article 12.3 they must give notice to that Member and provide the Member with the opportunity to be heard in writing or in person as to why his Membership should not be terminated. The

Directors must consider any representation made by the member and inform the member of their decision following such a consideration.

12.5 A Member whose membership is terminated under Article 12.3 shall not be entitled to a refund of any subscription or membership fee and shall remain liable to pay to the Club any subscription or other sum owed by him.

13 GENERAL MEETINGS

13.1 Club Members are entitled to attend general meetings in person.

13.2 The Club must hold a general meeting as an AGM in each year in addition to any other general meeting in that year, and must specify the meeting as the AGM in the notices calling it.

13.3 At the AGM Members must:

13.3.1 receive the accounts of the Club for the previous financial year;

13.3.2 receive a written report on the Club's activities;

13.3.3 elect Directors to fill the vacancies arising; and

13.3.4 appoint reporting accountants or auditors for the Club.

13.4 Members may also, from time to time:

13.4.1 discuss and determine any business put before them by all the Directors or set out in a valid request by the Club Members to call a general meeting pursuant to Article 13.5; and

13.4.2 in particular, consider and determine whether to approve any rules put before them by the Directors, which are consistent with the Articles and the Act, to govern:

a) classes and conditions of Membership;

b) the entrance fees, subscriptions and other fees or payments to be made by Members and guests;

c) the procedures for dealing with disciplinary action against Members, and/or the expulsion of Members, and/or for the refusal to renew Membership;

d) the procedures for general meetings and the meetings of the Directors in so far as such procedures is not regulated by the Articles; and

e) matters relating to the Club's assets.

13.5 a general meeting may be called by the Directors at any time and must be called within 21 days of a written request from at least 10% of the Club Membership or where no general meeting has been held within the last year at least 5% of the Club Membership.

13.6 General meetings are called on at least 7 days and not more than 14 clear days' written notice indicating the business to be discussed and, if any resolutions are to be proposed, setting out the terms of the proposed resolutions.

13.7 There is a quorum at a general meeting if the number of Club Members present in person is at least 10.

13.8 The chairman at a general meeting is elected by the Club Members present in person in his capacity as a Club Member.

13.9 Every Club Member present in person has one vote on each issue.

13.10 Except where otherwise provided by these Articles or the Companies Acts, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.

13.11 A technical defect in the appointment of a Club Member of which the Club Member is unaware at the time does not invalidate a decision taken at a general meeting or a written resolution of the Club Members.

PART 5 ADMINISTRATIVE ARRANGEMENTS

14 RECORDS AND ACCOUNTS

14.1 The Directors must comply with the requirements of the Companies Acts as to keeping records, the audit or the independent examination of accounts and the preparation and transmission to the Registrar of Companies of information required by law including:

14.1.1 annual returns;

14.1.2 annual reports; and

14.1.3 annual statements of accounts.

14.2 The Directors must also keep records of:

14.2.1 all proceedings at meetings of the Directors;

14.2.2 all resolutions in writing;

14.2.3 all reports of committees; and

14.2.4 all professional advice obtained.

14.3 Accounting Record relating to the Club must be made available for inspection by any Director at any time during normal office hours and may be made available for inspection by Members who are not Directors if the Directors so decide.

14.4 A copy of the Club's Constitution and the latest available statement of accounts must be supplied on request to any Director.

15 INDEMNITY

15.1 Subject to Article 15.2, a Director or former Director of the Club may be indemnified out of the Club's assets against;

15.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Club;

15.1.2 any liability incurred by that Director as an officer of the Club.

15.2 This Article 15 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

16 COMMUNICATIONS

16.1 Notices and other documents to be served on Members or Directors under these Article or the Companies Acts may be served:

16.1.1 by hand;

16.1.2 by post;

16.1.3 by suitable electronic means; or

16.1.4 through publication on the Club's website or newsletter.

16.2 The only address at which a Member is entitled to receive notices sent by post is an address in the UK.

16.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

16.3.1 twenty four hours after being sent by electronic means, posted on the Club's website or delivered by hand to the relevant address;

16.3.2 two clear days after being sent by first class post to that address;

16.3.3 three clear days after being sent by second class post to that address;

16.3.4 immediately on being handed to the recipient personally, or, if earlier;

16.3.5 as soon as the recipient acknowledges actual receipt.

16.4 A technical defect in service of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

17 AMENDING THE ARTICLES

17.1 No amendments may be made to this Article 17, or to Articles 3, 18 or 19 without the unanimous resolution of the Club Members.

17.2 Subject to Article 17.1 these Articles may be amended by a special resolution of the Members.

18 PROFITS NOT TO BE DISTRIBUTED

18.1 The income and assets of the Club shall be applied solely in promoting the objective of the Club as set out in Article 3.1.

18.2 No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Club of:

18.2.1 reasonable and proper remuneration to any member, officer or servant of the Club for any service rendered to the Club;

18.2.2 interest on money lent to the Club by any Member of the Club or Director at a reasonable and proper rate per annum not above the published base lending rate of a clearing bank to be selected by the Directors;

18.2.3 2 reasonable out-of-pocket expenses incurred by any Director.

19 DISSOLUTION

19.1 If the Club is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any assets it shall not be paid to or distributed among the Members of the Club but shall be given or transferred, at the sole discretion of the Directors, to:

19.1.1 some other club that is a charity with purposes similar to those of the Club; or

19.1.2 the national governing body for the sport of basketball for use by that organisation for related community sports.