

BIRMINGHAM COUNTY NETBALL ASSOCIATION



CONSTITUTION Version 3 22nd November 2022

1. NAME

The Association shall be called BIRMINGHAM COUNTY NETBALL ASSOCIATION (hereinafter called the County) and shall operate under the name BNA.

2. VISION AND MISSION STATEMENT

Vision

To support and contribute towards England Netballs' Adventure Strategy to 2031 – to lead a movement on and beyond the court upholding an unapologetic focus on women and girls whilst opening the game to new audiences throughout Birmingham.

Mission

At a local level the BNA will promote safe, equal and inclusive opportunities for people to take part in Netball to belong, flourish and grow.

3. OBJECTIVES

- 3.1 To promote the game of netball and encourage and enable the growth and development of the game within the County, acting as an advocate for the sport. Proactively sharing ideas and bringing together Leagues and Partners within Birmingham.
- 3.2 To adopt all regulations, policies and procedures formulated by England Netball as applicable to members of England Netball.
- 3.3 To co-ordinate, within the national and regional strategic framework, the implementation and monitoring of the County Plan.
- 3.4 To organise and deliver county programmes of competitions and events, arrange technical courses and assessments and to generally promote the delivery of netball within the County in a safe, equitable and inclusive manner.
- 3.5 To elect/nominate/appoint representatives from the County to serve on regional and/or national committees and advisory groups.
- 3.6 To ensure robust governance procedures and high operational standards are in place at county level to enable the needs of our members to be met.
- 3.7 To raise funds, charge such subscriptions and offer such rights and privileges as may be determined from time to time by the County.
- 3.8 To operate bank account(s)/investments in the name of the County; manage county resources in an effective and efficient manner whilst overseeing the achievement of targeted annual objectives.
- 3.9 To provide leadership, support and guidance to Partners and members of the County.
- 3.10 To promote and uphold the game's core values of teamwork, respect, enjoyment, achievement and fun.

- 3.11 To do all such other lawful things as are considered by the County to further the interests of the County or to be incidental or conducive to the attainment of the above objects or any of them.

4. JURISDICTION AND MEMBERSHIP

- 4.1 The County shall comprise the geographical area of the county of Birmingham.
- 4.2 Upon payment of the appropriate annual County, Region and/or England Netball membership fee, the members of the County shall be:
- 4.2.1. Voting Members:
- (i) Clubs whose Primary County is Birmingham and
 - (ii) Secondary/Middle Schools situated within the County boundaries.
- 4.2.2. Non-Voting Members:
- (i) Any person who plays, coaches, umpires, officiates or organises Netball or is in any way connected with the game of Netball within the County boundaries;
 - (ii) Honorary Life Members of the County;
 - (iii) Universities situated within the County boundaries;
 - (iv) Colleges situated within the County boundaries; and
 - (v) Primary Schools situated within the County boundaries.
- 4.3. The County may confer County Honorary Life Membership on any person who has given special or outstanding service to the County.
- 4.4. This Constitution is the governing document of the County and applies to all members of the County and provides the legal framework for the County, its Technical Support Groups, Working Groups and the Members of the County.

5. COUNTY NETBALL ASSOCIATION COMMITTEE

5.1 The BNA Committee (BNAC) shall have the power to do all other things necessary to achieve the objects and are responsible for the management of the business of the County.

- 5.1. The BNAC shall comprise of the following voting members:

- (i) Chair
- (ii) Treasurer
- (iii) 7 Elected Members**
- (iv) 5 Appointed Members**

Subject to vacancies

- 5.2. Based on the required knowledge and skills, the BNAC decide which BNA Committee member from the Elected and Appointed Members will be designated the Chair and which BNAC member will be designated the Treasurer.
- 5.3. All elected members of the BNAC must be Individual Members or registered participants of England Netball, an EN Honorary Life Member or a County Honorary Life Member throughout their term on the BNAC.
- 5.4. All elected persons on the BNAC may serve for a term of three years and may offer themselves for re-election at the AGM at the end of that term.
- 5.5. Appointed persons shall be appointed by the BNAC for a two-year term and may serve for a maximum of four consecutive terms of two years.

- 5.6. For the purposes of clauses 5.5, 5.6 and 5.7 above, consecutive means continuous or uninterrupted succession. A person will be deemed to have served consecutively unless there is a break in continuity of at least two years.
- 5.7. Members of the County shall consider and vote on nominations received against the published role description and role profile via a fair recruitment procedure open to individuals within the County, for up to the specified number of elected persons on The BNAC (see clause 5.2).
- 5.8. Any member of the County (as defined in clause 4.2 above) may nominate person(s) to be an elected person of the BNAC. Completed nominations must be signed by the nominee indicating consent to their nomination. A member of the County may nominate only one candidate for each vacant post. The BNAC may also request that all nominations should be accompanied by a curriculum vitae highlighting appropriate experience. Recruitment to the BNAC through either election or appointment will be made against the skills required to deliver the vision, mission and objects of the County and identified in the BNAC skills audit.
- 5.9. Nomination forms will be circulated to members of the County and completed forms must be returned no later than twenty-one days before the date of the AGM of the County. Elections will be by a simple majority vote at the AGM.
- 5.10. The BNAC may fill any vacancies that occur during the year.
 - 5.10.1. If this involves filling an elected position then it will be on an interim basis and that person must offer themselves for re-election at the next AGM following their appointment.
- 5.11. A person will no longer be a member of the BNAC and the position shall be vacated if she/he:
 - 5.11.1. resigns the post by giving notice To the BNAC; or
 - 5.11.2. is absent for more than two consecutive BNAC meetings, without justifiable reason being accepted by the other members of the Committee and the Committee resolve that her/his position be vacated; or
 - 5.11.3. is required to resign by a majority vote of all other persons on the BNAC; or
 - 5.11.4. a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
 - 5.11.5. becomes bankrupt or is subject to bankruptcy proceedings or makes arrangement or composition with her/his creditors generally (including entering into an individual voluntary arrangement); or
 - 5.11.6. discloses an unspent conviction or is found to have a conviction for fraud, dishonesty or theft. The BNAC reserve the right to make a decision based on the perceived reputational risk to the County and the game.
- 5.12. The BNAC shall meet not less than three times a year on dates determined by the BNAC members. A quorum shall be **6 voting members** of the Committee. The dates, venue and start times of meetings shall be determined by the Committee collectively.
- 5.13. The Chair is responsible for ensuring members receive accurate, timely and clear information.
- 5.14. The Chair shall chair all meetings of the BNAC. In the absence of the Chair, the members present at the meeting will appoint one of their number to be Chair of the meeting and may at any time remove her/him from that role.

- 5.15. The BNA collectively, may invite other people, including representatives of England Netball and Birmingham County League Charis to attend and speak at BNAC meetings (or a specific part thereof) from time to time and may also invite observers to such meetings for training purposes. Such attendance shall be in a non-voting capacity.
- 5.16. Subject to the over-riding principle of one person one vote, each voting member present at a meeting of the BNAC shall have one vote. A matter will be carried if supported by a simple majority of the BNAC voting members present. In the event of equal votes, the Chair shall have a (further) casting vote.
- 5.17. BNAC members must not vote or participate in any discussion on any matter in which they have, or it is possible they may have, a conflict of interest or a conflict of loyalty (either direct or indirect personal interest or any loyalty they owe to another person or another body) which may, or may appear to, influence or affect their decision making.
- 5.18. Any BNAC member absenting themselves from any discussion and/or voting in accordance with clause 5.18 above will not be counted as part of the quorum in any decision of the BNAC on the matter under consideration.
- 5.19. The minutes or notes of meetings of the BNAC will be taken by a member of the BNAC.
 - 5.19.1. No minutes of meetings or copies of correspondence shall be passed to a third party without the prior permission of the Chair of the BNAC.
- 5.20. The BNAC shall establish Technical Support Groups (TSGs) and Working Groups (WGs) to assist and advise the BNAC, on such terms of reference and with such powers as the BNAC thinks fit, from time to time. The BNAC shall determine their membership and Terms of Reference and, annually, designate the Chair of each TSG/WG.
- 5.21. The BNAC may set up such other ad-hoc advisory or task and finish groups as may be deemed necessary and shall determine their membership and Terms of Reference.
- 5.22. The BNAC may from time to time delegate certain areas of responsibility to a person who may or may not be a member of the BNAC and/or to TSGs/WGs. The BNAC may also appoint authorised intermediaries for the purposes of assisting with bookkeeping and other forms of administration, on such conditions as the BNAC may determine, and may at any time remove such appointment.
- 5.23. Members of the BNAC/TSGs/WGs shall act in an honest and ethical manner and shall discharge their duties:
 - 5.23.1. in good faith;
 - 5.23.2. with the care an ordinary prudent person in a like position would exercise under similar circumstances; and
 - 5.23.3. in a manner that they reasonably believe to be in the best interests of the County in keeping with the values of the sport mentioned above.
- 5.24. Members of the BNAC, its TSGs/WGs and any person duly appointed by the BNAC to act with its authority shall be reimbursed by the County, in accordance with rates set out in the County's Expenses Regulations, for reasonable travel, accommodation and other expenses properly incurred by them in carrying out their duties or in attending meetings, events or otherwise in connection with the discharge of their duties as directed by the BNAC.

6. ROLE AND POWERS OF THE COUNTY NETBALL ASSOCIATION COMMITTEE

- 6.1. The BNAC has the following authority, powers and principle roles:
 - 6.1.1. make key decisions relating to strategy, policy, finance and business management so that the objects set out in clause 3 above can be achieved;

- 6.1.2. propose a levy on the annual County Membership fee for consideration by the members at the AGM;
 - 6.1.3. create an environment conducive to high achievements;
 - 6.1.4. set the County's values and standards, protecting the future of the County and ensuring it operates in a compliant and ethical way;
 - 6.1.5. establish policy and oversee its implementation in a safe, equitable and inclusive manner;
 - 6.1.6. be responsible for the management of the affairs and for the success of the County;
 - 6.1.7. implement an organised approach to succession planning for the BNAC and each TSG/WG so as to ensure an appropriate level of stability and continuity of the County;
 - 6.1.8. make, vary and revoke regulations, procedures, codes of behaviour, terms of reference, standing orders and byelaws for the better administration of the County; and
 - 6.1.9. adopt those rules, regulations, policies and resolutions of England Netball as applicable to members of England Netball.
- 6.2. The members of the BNAC shall, on a joint and several basis:
- 6.2.1. ensure that the County complies with the terms of any contract with a third party; and
 - 6.2.2. indemnify any member of the BNAC who enters into a contract under clause 6.2.1 in respect of any reasonable expenses and reasonable costs, losses or liabilities, judgments, fines and amounts paid in settlement, which she/he may reasonably incur or sustain because of entering into such contract.
- 6.3. The County will provide direction, support and guidance to its recognised and approved county sporting partnerships, to ensure that the overall policies and strategies for the development of the game are communicated consistently and effectively to county partners and that any additional funding opportunities within the County are identified, secured and used in line with county priorities.
- 6.4. The BNAC has the power to make, amend or revoke byelaws and regulations of the County and such byelaws and regulations, and all changes thereto, shall not be effective until the earlier of:
- 6.4.1. the date of approval at a General Meeting of the County; or
 - 6.4.2. one month after the passing of an appropriate resolution by the BNAC.
- 6.5. Any action that may be taken by the BNAC at a meeting may also be taken by a resolution consented to in writing or email by a simple majority of the BNAC members provided that a copy of the resolution is sent to all voting members of the BNAC.
- 6.6. Where a resolution has been circulated to a BNAC member pursuant to clause 6.5 above and has not been received back by the BNAC secretariat within 21 days of being sent out, that BNAC member will be deemed to have approved the resolution.
- 6.7. Members of the BNAC must act in accordance with the powers set out in this constitution and must exercise independent judgement taking reasonable care, skill and diligence, whilst avoiding conflicts of interest and conflicts of loyalty.

7. GENERAL MEETINGS OF THE COUNTY

- 7.1. The Annual General Meeting (AGM) shall be held before 30th November each year. The BNAC shall determine the date of the AGM and formal notification will be posted on the County website 21 days in advance of the date of such meeting which will be deemed notification to all members. In addition, at least 21 days in advance of the set date the BNAC will advise all voting members listed in clause 4.2.1 above of the date of the meeting.
- 7.2. All nominations and proposals must be received by the BNAC at least 14 days prior to the date of the AGM.
- 7.3. Formal Notice of the AGM shall be circulated in writing not less than 10 days prior to the date of such a meeting, to each member of the BNAC and voting members listed in clause 4.2.1 above. The notice shall give details of the time, date, location and format of the meeting and shall contain details of any resolutions to be considered, details of nomination for office and the general nature of the business to be transacted. For the purposes of this clause format can mean physical, hybrid or virtual meeting.
- 7.4. Business to be transacted at the AGM shall be:
 - (i) To approve the minutes of the previous year's AGM
 - (ii) To receive the Annual Report
 - (iii) To adopt an independently reviewed Statement of Accounts
 - (iv) To elect Members of the BNAC as appropriate
 - (v) To consider any proposed resolution submitted in writing 30 days before the date of the AGM, which has been proposed and seconded by two members of the County entitled to vote at General Meetings
 - (vi) To agree the Membership Fees for each membership category as defined in clause 6.1.2
 - (vii) Consider any proposed amendments to this Constitution put forward by the BNAC or any voting member of the County (as defined in 4.2.1 above).
- 7.5. Each voting member as defined in clause 4.2.1 shall be entitled to send one authorised representative to attend, speak and vote at General Meetings of the County.
- 7.6. Each non-voting member as defined in clause 4.2.2 shall be entitled to attend, or send a representative to attend, General Meetings of the County. They may speak but are not entitled to vote unless they are representing a voting member as defined in clause 7.5.
- 7.7. BNAC Members are entitled to attend and speak but may not vote unless they are representing a voting member as defined in clause 7.5.
- 7.8. At all General Meetings, if the Chair is not present then the Chair of the meeting shall be a current BNAC member elected from those present at the meeting.
- 7.9. No person attending shall be permitted to more than one individual vote but may cast up to an additional 2 representative votes.
- 7.10. At all General Meetings, if the Chair is not present then the Chair of the meeting shall be a current BNAC member elected from those present at the meeting.
- 7.11. A quorum of a General Meeting shall be 7 voting members.
- 7.12. At General Meetings all resolutions shall be passed by simple majority of those present and entitled to vote. In the event of a tie of votes cast, the Chair of the meeting shall have a second and/or casting vote.
- 7.13. A (Special) General Meeting may be requested at any time:

7.13.1. Upon the written request **from 6** voting members, stating the purpose for which the meeting is required and setting out in sufficient detail to be able to understand what each resolution is about; or

7.13.2. By order of the BNAC.

Such a meeting shall be called by the BNAC secretariat within 30 days from the order or request being received.

7.14. The minutes of all General Meetings will be taken by a member of the BNAC.

8. NOTICES

8.1. Any notice, document or information to be given, sent supplied or delivered to or by any person or member shall be in writing to that person's/member's last known postal address or electronically by email to that person's/member's last known email address. Unless the contrary is proved, a notice, document or information shall be deemed to be given, sent, supplied or delivered at the expiration of 48 hours after: (i) the envelope containing it was posted by first class mail or (ii) the electronic communication was sent.

8.2. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person/member entitled to receive such notice shall not invalidate any resolution passed or the proceedings at that meeting.

9. ACCOUNTING RECORDS AND BNAC RESPONSIBILITIES

9.1. The BNAC shall cause accurate accounting records for the County to be kept that are sufficient to show and explain the Association's transactions and disclose with reasonable accuracy, at any time, the financial position of the Association. The financial year ends on 31st July.

9.2. The BNAC are responsible for the preparation of the annual accounts and must not approve them unless they are satisfied they give a true and fair view of the state of affairs of the County and of the surplus or deficit of the Association for that period.

9.3. In preparing the annual accounts, the BNAC are required to:

9.3.1. select suitable accounting policies and apply them consistently;

9.3.2. make judgments and accounting estimates that are reasonable and prudent; and

9.3.3. prepare the accounts on the going concern basis unless it is inappropriate to presume that the Association will continue in business.

9.4. The accounting records shall be kept at such place as is determined by the BNAC and must be retained for a minimum period of six years.

9.5. The annual accounts shall be scrutinised by an Independent Examiner, appointed by the BNAC, who has the requisite ability and experience to carry out a competent financial examination.

9.6. The BNAC shall determine and be responsible for all financial procedures and regulations, including the Expenses Regulations and Reserves Policy.

9.7. The BNAC are also responsible for safeguarding the assets of the Association and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

9.8. The County is a 'not for profit' organisation, all funds generated will be paid towards the furtherance of its objects. All funds or other property of the County shall not be paid to or distributed among members of the BNAC, with the exception of the dissolution clause below. Payments to individuals, other than petty cash expenses, shall be sanctioned by the BNAC and subject to the appropriate employment/contractual legislation.

9.9. The County may purchase or by any other means acquire and take options, and any rights or privileges of any kind over or in respect of any property and other assets, and if it does so:

9.9.1. Any property of the County, other than cash at the bank, must be vested in not more than 3 members of the BNAC. These members of the BNAC must deal with the property/asset as directed by resolution of the BNAC and entry in the minutes shall be conclusive evidence of such a resolution.

9.9.2. The property/asset will remain vested in 3 or less members of the BNAC until the individuals are no longer members of the BNAC, at which point the transfer will be endorsed by resolution of the BNAC and the individual will be responsible for transferring title.

10. INDEMNITY

10.1. Members of the BNAC, TSG's and WG's shall be indemnified out of the assets of the County against all reasonable expenses and all reasonable costs, losses or liabilities, judgments, fines and amounts paid in settlement, which they may reasonably incur or sustain in relation to the proper and lawful execution of their duties, or by reason of any task properly performed for and with the authority of the BNAC.

10.2. The indemnity in clause 10.1 above only applies if the person acted honestly and in good faith and in the best interests of the County. Also, in the case of criminal proceedings, the person must have had no reasonable cause to believe that her/his conduct was unlawful.

11. DISPUTE RESOLUTIONS

11.1. If a dispute should arise, every attempt should be made to resolve this issue at a local level. When both parties (the BNAC & the complainant) are unable to resolve between themselves then the dispute shall be referred to Sports Resolutions (UK) (a trading name of the Sports Dispute Resolution Panel Ltd – Company No. 03351039) for final and binding arbitration in accordance with the Arbitration Act 1996 and Sports Resolutions (UK)'s Arbitration Rules, which Rules are deemed to be incorporated by this clause.

12. DISCIPLINARY POWERS, PROCEDURES AND APPEALS

12.1. The County adopts the England Netball Disciplinary Regulations which shall apply to and bind all members of the County and all persons and entities participating in any way in activities controlled and/or sanctioned by the County.

13. DISSOLUTION

13.1. In the event of dissolution, any assets remaining after satisfaction of all debts and liabilities shall be dealt with in a manner to be determined by resolution of a General Meeting so as to promote the objects of the County or of some organisation with kindred aims, which further and develop amateur sport. In the event of there being a deficit, the General Meeting shall decide how this should be met.

13.2. In the event of dissolution where there are funds remaining after satisfying all the debts and liabilities, the BNAC can nominate to distribute the funds to:

13.2.1. Any organisation within the County with similar objects to those of the BNAC; or

13.2.2. England Netball for the benefit of the County in line with the objects detailed in the County Constitution; or

13.2.3. Members (for the avoidance of doubt this could either mean all members or a sub-category of membership e.g. clubs).

BNAC members must not receive any gain from the dissolution.

In the event of a dissolution the BNAC are responsible for ensuring absolving those debts and liabilities.

14. GOVERNING LAW AND JURISDICTION

- 14.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.