



England Box Lacrosse

Date of constitution (last amended)

05/06/2023

1 Name

The name of this organisation / squad is:

ENGLAND BOX LACROSSE and may also be known as *EBL* (*hereinafter known as "the EBL"*). *ENGLAND BOX LACROSSE* will be affiliated to ENGLAND LACROSSE NATIONAL GOVERNING BODY.

2 The principal office of England Box Lacrosse is:

England Lacrosse HQ
Media City
Etihad
Manchester

3 Aims and Objectives

The aims and objectives of the EBL will be:

- .
- To manage the *England Box Lacrosse National Team*
- To ensure a duty of care to all players / coaching staff of the EBL
- To provide all its services in a way that is fair to everyone

4 Powers

England Box Lacrosse has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, England Box Lacrosse has power to:

- a. Borrow money and to charge the whole or part of any part of its property as security for the repayment of the money borrowed. England Box Lacrosse must comply as appropriate with the NGB's guidelines and all committee members to agree in full.
- b. Buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use.
- c. Sell, lease or otherwise dispose of all or any part of the property belonging to England Box Lacrosse. In exercising this power, England Box Lacrosse must comply as appropriate with the NGB's guidelines
- d. Employ and remunerate such staff as are necessary for carrying out the work of England Box Lacrosse. England Box Lacrosse may employ or remunerate moderate expenses for the team's gains and benefits.
- e. Deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of England Box Lacrosse to be held in the name of a nominee, in the same manner and subject to the same conditions.

5 Application of income and property

- 1)** The income and property of England Box Lacrosse must be applied solely towards the promotion of the aims / objects.
 - a)** Any person involved with the team is entitled to be reimbursed from the property of England Box Lacrosse or may pay out of such

property reasonable expenses properly incurred by him or her when acting on behalf of England Box Lacrosse to be pre agreed.

- b)** benefit from the NGB's indemnity insurance cover purchased at England Lacrosse's expense in accordance with, and subject to the conditions in the NGB's guidelines. All playing members must be members of England Lacrosse
 - c)** None of the income or property of England Box Lacrosse may be paid or transferred directly or indirectly by way or dividend, bonus or otherwise by way of profit to any member of England Box Lacrosse staff or players.
- 2)** Nothing in this clause shall prevent a Manager / Staff or connected person receiving any benefit or payment which is authorised by Clause 6.

6. Benefits and payment to Manager / Staffs and connected persons

- 1)** General provision - no Manager / Staff or connected person may:
- a)** Buy or receive goods or services from England Box Lacrosse on terms preferential to those applicable to members of the public;
 - b)** Sell goods, services, or any interest in land to England Box Lacrosse;
 - c)** Receive any other financial benefit from England Box Lacrosse; unless the payment or benefit is permitted by sub-clause (2) of this clause or authorised by the court of the prior written consent of the NGB has been obtained. In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has monetary value.
- 2) Scope and powers permitting management / staff' or connected persons' benefits**
- a)** A Manager / Staff or connected person may receive a benefit from England Box Lacrosse as a beneficiary of England Box Lacrosse provided that a majority of the trustees do not benefit in this way.
 - b)** A Manager / Staff or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to England Box Lacrosse

where that is permitted in accordance with, and subject to the conditions outlined by the NBG.

- c)** Subject to sub-clause (3) of this clause a Manager / Staff or connected person may provide England Lacrosse with goods that are not supplied in connection with services provided by England Box Lacrosse by the Manager / Staff or connected person.
 - d)** A Manager / Staff or connected person may receive interest on money lent to England Box Lacrosse at a reasonable and proper rate which must not be more than the Bank of England bank rate (also known as the base rate).
 - e)** A Manager / Staff or connected person may receive rent for premises let by the trustee or connected person to England Box Lacrosse. The amount of the rent and the other terms of the lease must be reasonable and proper. The Manager / Staff concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
 - f)** A Manager / Staff or connected person may take part in the normal trading and fundraising activities of England Box Lacrosse on the same terms as members of the public.
- 3)** Payment for supply of goods only – controls England Box Lacrosse and its Manager / Staffs may only rely upon the authority provided by sub-clause (2)(c) of this clause if each of the following conditions is satisfied.
- a)** The amount or maximum amount of the payment for the goods is set out in a written agreement between England Box Lacrosse and the Manager / Staff or connected person supplying the goods (“the supplier”).
 - b)** The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
 - c)** The other Manager / Staffs are satisfied that it is in the best interests of England Box Lacrosse to contract with the supplier rather than with someone who is not a Manager / Staff or

connected person. In reaching that decision the Manager / Staffs must balance the advantage of contracting with a Manager / Staff or connected person against the disadvantages of doing so.

- d)** The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to England Box Lacrosse.
- e)** The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Manager / Staffs is present at the meeting.
- f)** The reason for their decision is recorded by the Manager / Staffs in the minute book.
- g)** A majority of the Manager / Staffs then in office are not in receipt of remuneration or payments authorised by clause 6.

4) In sub-clauses (2) and (3) of this clause:

- a)** “England Box Lacrosse” includes any company in which England Box Lacrosse:
 - i)** Holds more than 50% of the shares;
OR
 - ii)** Controls more than 50% of the voting rights attached to the shares;
OR
 - iii)** Has the right to appoint one or more directors to the board of the company;
- b)** “connected person” includes any person within the definition set out in clause [30] (interpretation);

7. Conflicts of interest and conflicts of loyalty

A Manager / Staff must:

- 1) Declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with England Box Lacrosse or in any transaction or arrangement entered into by England Box Lacrosse which has not previously been declared;

- 2) Absent himself or herself from any discussions of the Manager / Staffs in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of England Box Lacrosse and any personal interest (including but not limited to any financial interest)

Any Manager / Staff absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the Manager / Staffs on the matter.

8. Liability of members to contribute to the assets of England Box Lacrosse if it is wound up

If England Box Lacrosse is wound up, the Manager / Staffs of England Box Lacrosse have no liability to contribute to the assets and no personal responsibility for settling its debts and liabilities.

9. Management / Staff

1) Functions and duties of Members / Staff

- a) The Management / Staff shall manage the affairs of England Box Lacrosse and may for the purpose exercise all the powers of England Box Lacrosse. It is the duty of each Manager / Staff:
- b) To exercise his or her powers and to perform his or her functions in his or her capacity as a trustee of England Box Lacrosse in the way he or she decides in good faith would be most likely to further the purposes of England Box Lacrosse;

AND

- c) To exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
 - i) Any special knowledge or experience that he or she has or holds himself or herself out as having;

AND

- ii) If he or she acts as a Manager / Staff of England Box Lacrosse in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

2) Eligibility for trusteeship

- a) Every manager / staff must be a natural person.
- b) No individual may be appointed as a Manager / Staff of England Box Lacrosse;
 - i) If he or she is under the age of 16 years;

OR

- ii) If he or she would automatically cease to hold office under the provisions of clause [12(1)(e)]
- c) No one is entitled to act as a Manager / Staff whether on appointment or on any reappointment until he or she has expressly acknowledged, in whatever way the Manager / Staffs decide, his or her acceptance of the office of Manager / Staff.
- d) At least one of the trustees of England Box Lacrosse must be 18 years of age or over. If there is no trustee aged at least 18 years or over, the remaining trustees may only act to call a meeting of the Manager / Staffs, or appoint a new Manager / Staff.

3) Number of Manager / Staffs

- a) There must be at least three Manager / Staffs. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the Manager / Staffs, or appoint a new Manager / Staff.
- b) There is no maximum number of Manager / Staffs that may be appointed to England Box Lacrosse.

4) First Manager / Staffs

The first Manager / Staffs, with voting rights, are as follows, and are appointed for the following terms and to the initial positions of responsibility -

General Manager - Eliot Pugh - World Lacrosse / European Lacrosse / England Lacrosse liaison officer / Finances 1st registered signature on Community bank account.

Women's Team Manager - TBC

Mens Team Manager - Robert Gooch - Logistics, venue bookings/payments, hotel bookings/payments player admin, Finances 2nd registered signature on Community bank account (also AD and EP)

Women's Head Coach - TBC

Mens Head Coach - Walt Christianson - Overarching coach / mentor and guru

Women's Head Domestic Coach - TBC

Mens Head Domestic Coach - Andy Downing - Run and prepare domestic practice, scouting duties.

Women's Player Representative - TBC

Mens Players Representative - Captains x 1 - Feedback on players feelings and direct lead for players

10. Appointment of Manager / Staffs

- 1) Apart from the first Manager / Staffs, every trustee must be appointed for a term of 2 years (1 x term) by a resolution passed at a properly convened meeting of the Manager / Staffs. Post or pre major cycle.
- 2) In selecting individuals for appointment as Manager / Staffs, the Manager / Staffs must have regard to the skills, knowledge and experience needed for the effective administration of England Box Lacrosse duties and aims.

11. Information for new Manager / Staffs

- 1) The Manager / Staffs will make available to each new Manager / Staff, on or before his or her first appointment:
 - a) A copy of the current version of this constitution

AND

- b) A copy of England Box Lacrosse's latest Trustees' Annual Report and statement of accounts.

12. Retirement and removal of Manager / Staffs

- 1) A Manager / Staff ceases to hold office if he or she:
 - a) Retires by notifying England Box Lacrosse in writing (but only if enough Manager / Staffs will remain in office when the notice of resignation takes effect to form a quorum for meetings);
 - b) Is absent without the permission of the Manager / Staffs from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
 - c) Dies;
 - d) In the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - e) Any person retiring as a Manager / Staff is eligible for reappointment
- 2) A Manager / Staff who has served for four consecutive terms may not be reappointed for a fifth consecutive term but may be reappointed after an interval of at least one year.

13. Taking of decision by Manager / Staffs

Any decision may be taken either:

1) At a meeting of the Manager / Staffs

OR

2) By resolution in writing, or electronic form, agreed by a majority of all of the Manager / Staffs, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all of the Manager / Staffs has signified their agreement. Such a resolution shall be effective provided that

a) A copy of the proposed resolution has been sent, at or as near as reasonably practical to the same time, to all of the Manager / Staffs;

AND

b) The majority of the Manager / Staffs has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the Manager / Staffs have previously resolved, and delivered to England Box Lacrosse as its principal office or such other place as the trustees may resolve within 7 days of the circulation date.

14. Delegation by Manager / Staffs

1) The Manager / Staffs may delegate any of their powers or functions to a committee or committees, and, if they do, they shall determine the terms and conditions on which the delegation is made. The Manager / Staffs may at any time alter those terms and conditions, or revoke the delegation.

2) This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the Manager / Staffs, but is subject to the following requirements:

- a) A committee may consist of two or more persons, but at least one member of each committee must be a Manager / Staff;
- b) The acts and proceedings of any committee must be brought to the attention of the Manager / Staffs as a whole as soon as it reasonably practical;

AND

- c) The Manager / Staffs shall from time to time review the arrangements which they have made for the delegation of their powers.

15. Meetings of Manager / Staffs

1) Calling meetings

- a) Any Manager / Staff may call a meeting of the Manager / Staffs
- b) Subject to that, the Manager / Staffs shall decide how their meeting are to be called and what notice is required.

2) Chairing of meetings

- a) It is the responsibility of "General Manager" to chair all meetings of the managers / staff.
- b) In their absence then that responsibility passes to "Team Manager".
- c) If neither "manager" is available or is unwilling to preside or is not present within 10 minutes after the time of the meeting, the remaining Manager / Staffs present may appoint one of their number to chair that meeting

3) Procedure at meetings

- a) All meetings shall be recorded in writing by "Team Manager" and then circulated amongst the other trustees within two weeks after the meeting.

- b)** An agenda for the meetings will be decided upon before the meeting and circulated to all trustees by “Team Manager or General Manager”, at least two days before the meeting.
 - c)** No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is two Manager / Staffs, or the number nearest to one third of the total number of Manager / Staffs, which is greater, or such a larger number as the Manager / Staffs may decide from time to time. A Manager / Staff shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote
 - d)** Questions arising at a meeting shall be decided by a majority of those eligible to vote.
 - e)** In the case of an equality of votes, “The Chairman” or the person who chairs the meeting shall have the casting vote.
- 4)** Participation in meetings by electronic means
 - a)** A meeting may be held by suitable electronic means agreed by the Manager / Staffs in which each participant may communicate with all the other participants
 - b)** Any Manager / Staff participating at a meeting by suitable electronic means agreed by the Manager / Staffs in which a participant or participants may communicated with all the other participants shall qualify as being present at the meeting
 - c)** Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

16. Saving provisions

- 1)** Subject to sub-clause (2) of this clause, all decisions of the Manager / Staffs, shall be valid notwithstanding the participation in any vote of a Manager / Staff:
 - a)** Who was disqualified from holding office;
 - b)** Who had previously retired or who had been obliged by the constitution to vacate office;

- c) Who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise; if, without the vote of that Manager / Staff and that Manager / Staff being counted in the quorum, the decision has been made by a majority of the Manager / Staffs at a quorate meeting.
- 2) Sub-clause (1) of this clause does not permit a Manager / Staff to keep any benefit that may be conferred upon him or her by a resolution of the Manager / Staffs or of a committee of Manager / Staffs if, but for sub-clause (1), the resolution would have been void, or if the Manager / Staff has not complied with clause 7 (conflicts of interest)

17. Execution of documents

- 1) England Box Lacrosse shall execute documents by signature
- 2) A document is validly executed by signature if it is signed by at least two of the Manager / Staffs

18. Use of electronic communications

1) General

England box Lacrosse will comply with the requirements of the Communications Provisions in the General Regulations and in particular

- a. The requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;
- b. Any requirements to provide information to the Commission in a particular form or manner

2) By England Box Lacrosse

- a. Any member or Manager / Staff of England Box Lacrosse, by providing England Box Lacrosse with his or her email address or similar, is taken to have agreed to receive communications from England Box Lacrosse in electronic form at that address, unless the

member has indicated to England Box Lacrosse his or her unwillingness to receive such communications in that form.

- b. The Manager / Staffs may, subject to compliance with any legal requirements by means of publications on its website:
 - i. Provide the members with the notice referred to in clause [19](2) (Notice of general meetings);
 - ii. Give Manager / Staffs notice of their meetings in accordance with clause [15] (1) (Calling meetings)

AND

- iii. Submit any proposal to the members or Manager / Staffs for decision by written resolution or postal vote in accordance with England Box Lacrosse's powers under clause 18 (member's decisions), 18 (4) (decisions taken by resolution in writing)
- c. The Manager / Staff must -
 - i. Take reasonable steps to ensure that members and Manager / Staffs are promptly notified of the publication of any such notice or proposal;
 - ii. Send any such notice or proposal in hard copy form to any member or Manager / Staff who has not consented to receive communications in electronic form.

19. Keeping of Registers

England Box Lacrosse must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, a (combined) register of its members and Manager / Staffs.

20. Minutes

1) The Manager / Staffs must keep minutes of all:

- a. Appointments of officers made by the Manager / Staffs;
- b. Proceedings at general meetings of England Box Lacrosse;

- i. Meetings of the Manager / Staffs and committees of Manager / Staffs including:
- ii. The names of the attendees present at the meeting;
- iii. The decisions made at the meetings; AND
- iv. Where appropriate the reasons for the decisions.

21. Accounting records, accounts, annual reports and returns, register maintenance

- 1) The General Manager must comply with the requirements of the NGB regulations with regards to the keeping of accounting records, to the preparation and scrutiny of statements for account, and to the preparation of annual reports and returns. The statement of account, reports and returns must be sent to the NGB Commission regardless of the income of England Box Lacrosse, within 10 months of the financial year end.
- 2) The Manager / Staffs must comply with their obligation to inform the Commission within 28 days of any change to the particulars of England Box Lacrosse entered on the Central Register of Charities
- 3) It is the responsibility of “The Treasurer” to maintain the accounts and financial records

22. Rules

The Manager / Staff may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of England Box Lacrosse, but such rules or bye laws must not be inconsistent with any provision of this constitution. Copies of any such rules or bye laws currently in force must be made available to any member of England Box Lacrosse on request.

23. Disputes

If a dispute arises between members of England Box Lacrosse about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the

parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

24. Amendment of constitution

As provided by sections 224-227 of the Charities Act 2011:

- 1)** This constitution can only be amended:
 - a)** By resolution agreed in writing by all members of England Box Lacrosse; OR
 - b)** By a resolution passed by a 75% majority of those voting at a general meeting of the members of England Box Lacrosse called in accordance with clause 19.
- 2)** Any alteration of clause 3; clause 29, this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by Manager / Staffs or members of England Box Lacrosse or persons connected with them, requires the prior written consent of the NGBCommission.
- 3)** No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid
- 4)** A copy of every resolution amending the constitution, together with a copy of England Box Lacrosse's constitution as amended must be sent to the Commission resolution, and the amendment does not take effect until it has been recorded in the Register of Charities.

25. Voluntary winding up or dissolution

- 1)** As provided by the Dissolution Regulations, England Box Lacrosse may be dissolved by resolution of its members. Any decisions by the members to wind up or dissolve England Box Lacrosse can only be made:
 - a)**
 - i)** By a resolution passed by a 75% majority of those voting,
OR
 - ii)** By a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; OR

- b)** By a resolution agreed in writing by all members of England Box Lacrosse.
- 2)** Subject to the payment of all England Box Lacrosse's debts:
 - a)** Any resolution for the winding up of England Box Lacrosse, or for the dissolution of England Box Lacrosse without winding up, may contain a provision directing how any remaining assets of England Box Lacrosse shall be applied.
 - b)** If the resolution does not contain such a provision, the Manager / Staff must decide how any remaining assets of England Box Lacrosse shall be applied.
 - c)** In either case the remaining assets must be applied for charitable purposes the same as or similar to those of England Box Lacrosse
- 3)** England Box Lacrosse must observe the requirements of the Dissolution Regulations in applying to the Commission for England Box Lacrosse to be removed from the Register of Charities, and in particular:
 - a)** The Manager / Staff must send with their application to the Commission:
 - i)** A copy of the resolution passed by the members of England Box Lacrosse;
 - ii)** A declaration by the Manager / Staffs that any debts and other liabilities of England Box Lacrosse have been settled or otherwise provided for in full;
 - iii)** A statement by the Manager / Staffs out the way in which any property of England Box Lacrosse has been or is to be applied to its dissolution in accordance with this constitution;
 - b)** The Manager / Staff must ensure that a copy of the application is sent within seven days to every member and employee of England Box Lacrosse, and to any Manager / Staff of England Box Lacrosse who was not privy to the application.
- 4)** If England Box Lacrosse is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

26. Interpretation in this constitution:

1) “connected person”

- a) A child, parent, grandchild, grandparent, brother or sister of the Manager / Staff;
- b) The spouse or civil partner of the Manager / Staff or of any person falling within sub-clause (a) above;
- c) A person carrying on business in partnership with the Manager / Staff or with any person falling within subclause (a) or (b) above;
- d) An institution which is controlled -
 - i) By the Manager / Staff or any connected person falling within sub-clause (a), (b) or (c) above; OR
 - ii) By two or more persons falling within sub-clause (d)(i), when taken together
- e) A body corporate in which -
 - i) The Manager / Staff or any connected person falling within sub-clause (a) to (c) has a substantial interest; OR
 - ii) Two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.

2) “General Regulations”

As outlined by the NGB and UK Government legal system.

3) “Dissolution Regulations”

As outlined by the NGB and UK Government legal system.

4) The “Communications Provisions”

Means the Communications Provisions in [Part 10, Chapter 4] of the General Regulations.

5) “Manager / Staff”

Means a Manager / Staff of England Box Lacrosse.

6) A “Poll”

Means a counted vote or ballot, usually (but not necessarily) in writing.

Signatures

England Box Lacrosse General Manager

(print) _____ (signature)

(date)

Womens:

Team Manager

(print) _____ (signature)

(date)

Head Coach

(print) _____ (signature)

(date)

Head Domestic Coach

(print) _____ (signature)

(date)

Player Representatives / Captain

(print) _____ (signature)

(date)

Mens:

Team Manager

(print) Robert Gooch (signature)

(date)

Head Coach

(print) Walt Christianson (signature)

(date)

Head Domestic Coach

(print) Andy Downing (signature)

(date)

Player representatives / Captain

(print) Tom Roche (signature)

(date)