## Preamble

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# Preamble

For the avoidance of doubt, the word 'Competitions' refer to all senior competitive League, Cup, or central venue (CVL) games organised by National Deaf Basketball League under the governance of England Deaf Basketball (EDB).

#### Article one:

- 1. The name of this competition shall be the National Deaf Basketball League (NDBL) to be played in England only
  - 1.1 all competitions are to be played within England
    - 1.1.1 all offshores clubs, such as the Channel Islands, or Commonwealth, or Crown Dependencies within UK shores can shall participate
    - 1.1.2 clubs from other nations can shall participate (art 1, 3.1.2)
  - 1.2 any exception with regards to moving competitions outside of England would need special reasoning and discussion at AGM

#### 2. Aims

The aims of NDBL:

- 2.1 To bring together and foster understanding amongst Deaf people from the Deaf communities in England
- 2.2 To promote recreational activities, mutual support and joint aid among our members.
- 2.3 To establish Deaf basketball clubs and participates in NDBL
- 2.4 To use England Deaf Basketball (EDB), Basketball England (BE), Deaf International Basketball Federation (DIBF), European Deaf Sport Organization (EDSO), International Committee Sport of the Deaf (ICSD) and Federation International Basketball Association (FIBA)

- 3. Membership
  - 3.1 Players' Membership is open to anyone who:
    - 3.1.1 is aged 15 years old (minimum) and over
      - 3.1.1.2 Age Restriction is subject to BE's Regulations
    - 3.1.2 has UK Residency or Permanent Leave to Remain; and
      - a. NDBL allows others (individual or team) to enter without international clearances until that country have its own deaf competition and organisations.
      - b. A letter from that country's federation declaring their organisation does not have its own deaf competitions (this can be recognised as special dispensation)
    - 3.1.3 have a minimum of 55 decibels on a better ear (subject to ICSD)
    - 3.1.4 membership will begin as soon as the membership form and first annual payment has been received to EDB.
      - 3.1.4.1 any member who has not paid their membership fee before the first fixture will not be permitted to play until their membership is paid
      - 3.1.4.2 all members are permitted to play in the playoff rounds and new players will not be registered or permitted to play once playoff rounds begin
  - 3.2 for insurance purposes, all members must hold a BE licence via website

There will be an annual membership fee, which will be agreed at the Annual General Meeting (AGM) of EDB and will be payable by all members according to Article 1, regulation 7.

3.3 sanction controls on the members

- 3.3.1 any offensive behaviour (on or off the court), including racist, sexist, homophobia or inflammatory remarks, will not be permitted.
- 3.3.2 the competition committee may issue sanctions against anyone behaving in an offensive way, breaching NDBL's Code of Conduct or the equal opportunities policy.
- 3.3.3 the individual concerned shall have the right to be heard by the competition committee, accompanied by club secretary or manager, before a final decision is made.

- 4. Code of Conduct and Equal Opportunities
  - 4.1 NDBL does not tolerate actions of misconduct actions on or off the court during the events or via social media
  - 4.2 NDBL will not be allowed discrimination on the grounds of gender, race, colour, ethnic or national origin, sexuality, disability, religious or political belief, marital status or age.

# 5. Meetings

- 5.1. the exclusive trustee can call all meetings during the fixtures
- all meetings will be held upon a request by a club secretary, club's manager or team captain
- formal complaints must be addressed in writing or a form provided by NDBL Secretary or EDB Exclusive Secretary

# 6. Rules of Procedure for meetings

- All questions, disputes or protests that arise at any meeting will be discussed openly and the meeting will seek to find general agreement that every delegation present can agree to.
- 6.2 If a consensus cannot be reached a vote will be taken and a decision will be made by a simple majority of members present. If the number of votes cast on each side is equal, the exclusive trustee shall have an additional casting vote.
- 6.3 Meetings can be no longer than 10 minutes per complaint

## 7. Finances

An account will be maintained on behalf of the Association at a bank agreed by the committee.

- 7.1 all payments will be made by members:
  - 7.1.1 BAC transfer
  - 7.1.2 Cash (must give notice in advance to NDBL Secretary)
  - 7.1.3 Cheque (cleared 7 days before being permitted to play)
- 7.2 records of income will be maintained by the Treasurer and a financial statement given at each meeting at AGM.
- 7.3 all monies paid by playing members is only to be used to further the aims of the NDBL, as specified in Regulation 2 and 3 of this constitution.

#### Article two:

## 1 Rules of Play

1.1 all fixtures rules and regulations are to be subjected to BE's Rules and Regulations of NBL as NDBL shall follow the same National Format Standards with exceptions

https://www.basketballengland.co.uk/media/13959/2021-22-nbl-summary-of-regulation-changes.pdf

- 1.1.1 NDBL will not follow the same sanction fines and dismissals as NBL's
- 1.1.2 NDBL will be issuing its own sanction fines (see article three for sanction fines)
- 1.1.3 Teams must be at the venue at least one hour before sanctioned time (allow 30 minutes for warm up before tip-off) (art 3, 1.3)
  - 1.1.3.1 Minimum of 5 players per team must be on the court before tip-off (art 3, 1.3)
  - 1.1.3.2 Failure to attend the court 15 minutes after tipping off will result in forfeit and 2 points will be awarded to opposition team (art 3, 1.3)
- 1.2 wearing of hearing devices during play, these must be removed before play.
  - 1.2.1 technical foul will be called by the officiation crew via on the court whistle or scoreboard horn supported by NDBL officials for wearing a hearing device during play and the player will be sanctioned (art 3, 1.6.1)

# 2 League format structures

Optional of using League Formats for NDBL upon agreed by Competition General Meetings, depending on the number of teams entering the league.

- 2.1 Round Robin League
- 2.2 Conference divisions' league
- 2.3 Knock out rounds
- 2.4 playoffs

# 3. Playing Uniforms

- 3.1 Team uniforms must comply with Basketball England uniform regulations.
- 3.2 In the event of a colour clash the away team will change uniform.
  - (a) Special allowance for new entrées if they only hold one coloured kits and shall can wear the kits and the opposition can wear their away coloured kit and is permitted to wear this kit and
- 3.3 T-shirts must be of the same dominant colour as the uniform but must not clash with the opposing team's dominant uniform colour.

- 4. Trophies and medals
  - 4.1 all trophies and medals shall be paid for by:
    - 4.1.1 memberships,
    - 4.1.2 patronship, or
    - 4.1.3 sponsorship.
  - 4.2 the designs of the trophies and medals will be agreed upon by the competition committee
  - 4.3 trophies must be returned before playoff final
    - 4.3.1 any damages to the trophies shall be replaced and invoice send to those responsible
    - 4.3.2 all engravings must be covered by the winners of the trophy to be paid at their own expense
    - 4.3.3 if a team wins the trophy three times, they shall be permitted to keep the trophy permanently

#### 5. Season

- 5.1 the playing season which extends from the first date on which the Competitions involving a Team takes place until the last date on which the Competitions involving that Team takes place;
  - 5.1.1 first league fixture shall be played in November of that season
  - 5.1.2 last league fixture must be played by March of that season
    - 5.1.2.1 Playoff fixtures shall be decided in the format of top four with 1<sup>st</sup> place play 4<sup>th</sup> place and 2<sup>nd</sup> place play 3<sup>rd</sup> place
  - 5.1.3 Last competition fixture must be played by April or 1<sup>st</sup> weekend of May

Special clause: in case of government restrictions, which force a cancellation, trustees shall announce a postponement to a later date or declare the season null and void.

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6.	Media
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6.1

- 6.1.1 All media coverage shall be complying with a 3<sup>rd</sup> party media company/ies
  - 6.1.1.1 broadcast, livestream, recording and pictures
  - 6.1.1.2 All copyrights shall be discussed between parties
  - a. the Media Company or Individual retains the copyright unless shared or transferred through contract or/and via an agreed MOU with the EDB \*
    - a.1 physical and billboard advertising during the event shall be covered by EDB
    - a.2 onscreen advertising through the logo or video adverts would be agreed via contract between all parties, EDB, Media, and Commercial Sponsors.
    - b. research, analysis and developments shall not be used for sharing or transferring via the website or any other recording methods

\* = Clause: a 3rd party media company would require a contract or MoU with EDB

- 6.2.1. Match Officials who breach this Regulation 39.11 will be referred to the Disciplinary Officer in accordance with Regulation 49.1. (cited in BE link, Art 2, 1.1)
- 6.2.2 Match Officials are not permitted to make comment to representatives of the media; on any public websites and/or on social media including any electronic format

over any incidents that may have occurred during Matches in which they officiate. (cited in BE link, Art 2, 1.1)

## Article three:

- 1 Sanction fines
  - 1.1 Failure to enter team register (minimum of 5 players) by the deadline (10th September every year) £5.00
    - 1.1.1 exemption for a new entry for an individual after one fixture
  - 1.2 Failure to register for BE licence by the deadline (1<sup>st</sup> October) £5.00 (including the coach)
  - 1.3 Failure to arrive at the venue in time £15
    - 1.3.1 players are required to arrive at least one hour before the sanctioned time
  - 1.4 Coach's, or Player's BE licence number not written on the scoresheet: £1.00 each/Max per game: £10.00
    - 1.4.1 BE Licence card must always be available on the court
  - 1.5 Fielding an ineligible Coach or Player: £5.00 each/Max per team: £25.00
  - 1.6 In-play gross misconduct:
    - 1.6.1 Technical Foul £10.00
    - 1.6.2 Unsportsmanlike, Disqualify or dismissals £20.00

## 2. Code of Conduct

- 2.1 NDBL expect a high level of conduct. any member committing acts outside acceptable behaviour could face suspension or dismissal from competitions at the Competition Committees' discretion. Unacceptable behaviours include, but are not limited to the following:
  - Hazing
  - Vandalism/Property damage
  - Not upholding community code of conduct
  - Unregistered parties
  - Sexual Misconduct, Assault, Rape
  - Violence misconduct
  - Inappropriate behaviour at competitions (or while travelling with a team)
  - Underage drinking or providing alcohol to underage
  - Use/involvement with illegal drugs
  - Use/involvement with armed weapons or hazardous chemicals
  - 2.1.1 police involvement will be decided on the discretion of the competition committees'
  - 2.1.2 the officiation crew can make complaint/s to Competition committees and impose a ruling from NBL and/or NDBL Rules and Regulations

## Article four

- 1. Amendments to the Competition Constitution
  - 1.1 Amendments to the constitution may only be made at the Annual General Meeting or a Special General Meeting within EDB.
  - 1.2 Any proposal to amend the constitution must be given to the Secretary in writing. The proposal must then be circulated with the notice of the meeting.
  - 1.3 Any proposal to amend the competition constitution will require a two-thirds majority of those present and entitled to vote.

#### 2. Dissolution

If a meeting, by simple majority, decides that it is necessary to cease of the competition and this meeting will be discussed to dissolve the competition.

If it is agreed to dissolve the competition, all remaining money and other assets, once outstanding debts have been paid, will be donated to a charitable organisation. The representatives of the charitable organisation will be invited to the meeting and observe the majority's agreement of the dissolution.

This constitution was agreed at the Annual General Meeting of England Deaf