

# 'Founding Agreement'

Dated: 1 March 2007

BETWEEN

Bradford Airedale Athletic Club and the members thereof  
represented by Chris Hainsworth of 10 Blackmires, Holmfield, Halifax HX2 9AA  
(hereafter, **Partner A**)

AND

St Bede's Athletic Club and the members thereof  
represented by Mike Moss of 4 Ashfield Road, Shipley BD18 4JX (hereafter,  
**Partner B**)

WHEREIN it is mutually agreed, regarding the establishment of a partnership of athletics and endurance sports clubs and relevant agencies in the Airedale, Bradford and Leeds localities of West Yorkshire (hereafter, the **Partnership**), as follows:

## *Article 1 – Founding Partners*

- 1.1 **Partner A** and **Partner B** shall be the **Founding Partners** of the **Partnership**.
- 1.2 The **Partnership** shall be known as 'The Aire Valley Athletics Partnership'.

## *Article 2 – The Purposes of the Partnership:*

- 2.1 **Partner A** and **Partner B** shall establish a **Partnership** for the purposes of increasing participation in athletics and related endurance sports, promoting healthy physical activity in the areas served by **Partner A** and **Partner B**, and offering training, support (including social support) and competition appropriate to members of **Partner A** and **Partner B** from participatory to regional and higher levels of performance.
- 2.2 The **Partnership** shall seek to carry out these purposes within the Airedale, Bradford and Leeds localities of West Yorkshire. The **Founding Partners** may add new members to the **Partnership** in order to better perform these purposes.
- 2.3 The **Partnership** shall act in a mutually supportive way in its dealings with partners, shall promote the best values of sport and strive to meet the highest ethical standards. Notwithstanding, it shall conduct its affairs in a businesslike manner.

*Article 3 - Full Partnership and Oversight of the Partnership:*

- 3.1 **Partner A** and **Partner B** shall be deemed to be Full Partners.
- 3.2 New partners elected to the **Partnership** shall not necessarily be Full Partners. Their rights and responsibilities shall be specified under the terms of separate agreements.
- 3.3 Full Partners shall each provide one or more representatives to a Board of Oversight to oversee the working of the **Partnership**. The Board of Oversight shall be bound by the Constitution of the **Partnership**. The Constitution upon foundation of the **Partnership** is set down in Annex 1 below.

*Article 4 - Responsibilities of Partners:*

- 4.1 A Full Partner shall be responsible for:
  - i. Developing its chosen sport(s) or sports discipline(s) within a geographically defined area, as agreed with the Board of Oversight;
  - ii. Maintaining and increasing its membership;
  - iii. Collecting members' dues, managing its own finances and providing annual accounts;
  - iv. Affiliating with their appropriate governing body;
  - v. Ensuring it has a suitable venue and facilities; and
  - vi. Providing training, support and competition from participatory to county level.
- 4.2 The **Partnership** shall operate the principle whereby all responsibilities shall remain with the individual Full Partners, except where the Board of Oversight has stipulated that this is most effectively and efficiently performed at a joint or common level. Any responsibility which is undertaken at a joint or common level of action can revert to being done at partner level, following procedures set down in the Constitution.
- 4.3 A Full Partner shall contribute to the development of the **Partnership**, according to the best of its abilities, by:
  - i. Nominating representatives to serve actively on the Board of Oversight and any committees, groups or working parties approved by this Board;

- ii. Assisting the work of the Board of Oversight and any committees, groups or working parties approved by this Board;
- iii. Taking leadership roles on behalf of the **Partnership** for the benefit of other partners;
- iv. Contributing to the provision of training, support and competition for athletes at regional or higher level; and
- v. Supporting other partners when required.

4.4 There shall be no financial liabilities between members of the **Partnership**.

*Article 5 - Failure to Fulfil Responsibilities, Withdrawal or Expulsion of a Full Partner or the Dissolution of the Partnership:*

- 5.1 The Board of Oversight shall notify a Full Partner if it is no longer performing satisfactorily some or all of the responsibilities required under this Agreement. The Board of Oversight shall be permitted to intervene and take whatever remedial actions that it considers necessary to restore the partner's ability to fulfil these responsibilities.
- 5.2 A Full Partner may apply to the Board of Oversight to withdraw from the **Partnership**. Where this is due to the inability to fulfil the required responsibilities, only after the Board of Oversight has judged that remedial actions cannot be effective shall the Full Partner be absolved of its responsibilities and released from the **Partnership**. Where the application to withdraw from the **Partnership** is due to a dispute, a procedure of reconciliation and/or arbitration, followed by a six-month reflection period must be completed before the Full Partner be absolved of its responsibilities and released from the **Partnership**.
- 5.3 A Full Partner may be expelled from the **Partnership** where the Partner as a body has committed theft or a similarly serious misdemeanour within the **Partnership**, committed a serious criminal offence or serious sporting misconduct (such as the condoning of drug-taking) so that it brings the **Partnership** into disrepute.
- 5.4 Upon withdrawal or expulsion from the **Partnership**, any liabilities to the **Partnership** must be made good, as far as the partner's assets allow.
- 5.5 The Full Partners may dissolve the **Partnership** upon the unanimous agreement of the Board of Oversight.

*Article 6 - Concluding Articles:*

- 6.1 Any amendment to this Agreement shall be the object of a written additional clause, signed by a duly authorised representative of both parties.
- 6.2 Any dispute deriving from the present Agreement shall be subject to a reconciliation procedure prior to any recourse to the courts or governing bodies.

Done in two (2) original copies and signed on the dates written below, in Bradford, to be executed in good faith.

For and on behalf of the **Partner A**

Chris Hainsworth (Club Chairman)  
Bradford Airedale Athletic Club

Dated: 1 March 2007

For and on behalf of the **Partner B**

Mike Moss (Hon. Secretary)  
St Bede's Athletic Club

Dated: 1 March 2007

ANNEX 1 – CONSTITUTION AT THE TIME OF FOUNDATION OF THE PARTNERSHIP:

*Duties of the Full Partners:*

- 1.1 Each Full Partner shall hold an Annual General Meeting to which it presents its financial accounts and annual report. Representatives of partners shall be notified of this AGM and are welcome to attend, in the status of observer.
- 1.2 Each Full Partner shall maintain full membership records, a suitable committee structure, and financial accounts in forms agreed with the Board of Oversight and shall supply this information in a timely fashion when requested by the Board of Oversight.
- 1.3 Any levies, charges or transfers agreed between Full Partners and the Board of Oversight shall be paid in a timely fashion.

*Elections to the Board of Oversight:*

- 2.1 For the purpose of assessing comparative weighting of membership of Permanent Members, the following shall be deemed to be full members:
  - i. A life member
  - ii. A registered, adult member aged 18 or older, who has paid membership dues for the year in questionAnd the following shall be deemed to be half members:
  - iii. A registered member aged 17 or younger
  - iv. An external member who has paid reduced dues for the year in question.
- 2.2 Each Full Partner shall nominate to serve on the Board of Oversight two representatives, plus one representative for every 200 full members (or the equivalent) beyond 200.
- 2.3 A representative on the Board of Oversight shall serve for a period of five years, and cannot be renewed in the period immediately following this term of office.
- 2.4 Where a representative resigns before completing the term of office, the Full Partner shall nominate a replacement to serve out that term.
- 2.5 Where the Board of Oversight deems, by a two-thirds majority, that a representative is inactive (for example, by missing two consecutive meetings), the Full Partner shall be required to nominate a replacement to serve out the term.

*Managerial Duties of the Board of Oversight:*

- 3.1 The Board of Oversight shall be responsible for overseeing the fulfilment of the purposes of the Partnership as defined in article 2 of the **Founding Agreement**. The Board is also responsible for oversight of the **Partnership** and co-ordination within it, and any fund-raising required to support strategic development. Where the Board manages its own budget, it shall produce audited annual reports.
- 3.2 The Board of Oversight shall identify new partners to the **Partnership**, of various types, including:
  - i. Full Partners who shall normally be athletics or endurance sports clubs
  - ii. Associate Partners who shall normally be bodies, agencies or companies, public or private, who can assist the aims of the **Partnership**
  - iii. Foreign Partners who shall normally be athletics or endurance sports clubs or bodies outside the UK with whom the Full Partners have a reciprocal, long-term relationship
  - iv. Other Partners, under terms proposed by the Board of Oversight.
- 3.3 The Board of Oversight shall be responsible for agreeing terms of membership for new partners and signing such an agreement. A new partner and the terms of membership must be approved by unanimity within the Board of Oversight.
- 3.4 In conformity with article 4.2 of the **Founding Agreement**, the Board of Oversight shall decide what duties are most effectively and efficiently performed at a joint or common level, and where co-ordination is required between Partners. Such definitions shall be clearly announced and made known to all partners. A Full Partner may object to any definition. In such cases, two-thirds of the Board of Oversight shall be required to approve the assumption of such a duty once an objection has been raised.
- 3.5 The Board of Oversight shall meet at least once a year and as often as is necessary to perform its duties. The Board shall elect every two years from within its membership one person to chair meetings and one person to maintain minutes and to convene meetings of the Board.
- 3.6 The Board of Oversight shall be permitted to appoint the following to carry out duties on its behalf:
  - a) Executive officials for renewable, three-year terms of office;
  - b) Committees or working parties to perform particular tasks; and
  - c) Ad hoc groups to co-ordinate work of the **Partnership**.

*Judicial Duties of the Board of Oversight:*

- 4.1 Where the Board of Oversight believes that a Partner is not fulfilling responsibilities required under its agreement of partnership, the Board shall notify the partner of such a failure, and shall support the partner in its taking remedial action. Where the Board decides that the partner is incapable on its own of taking adequate remedial action, the Board is empowered to intervene and take whatever remedial actions that it considers necessary to restore the partner's ability to fulfill these responsibilities.
- 4.2 In the case of a dispute, the Board of Oversight shall establish a procedure of reconciliation and arbitration mutually agreeable to the parties in dispute. Where a mutually agreeable solution is not found, the Board shall appoint an independent body to this task and at all times seek a reconciliation without recourse to the courts or governing bodies.
- 4.3 Any member of the Board of Oversight may bring a case of serious malpractice or causing disrepute to the Board for adjudication. The most extreme penalty, expulsion of a partner, shall require the support of a two-thirds majority of the Board.
- 4.4 Where a partner wishes to withdraw from the partnership the Board of Oversight shall establish a working party to oversee the six-month reflection period, seeking alternatives to withdrawal.

*Changes to the Constitution and Voting Rights:*

- 5.1 Any member of the Board of Oversight may propose in writing one month before a meeting of the Board a new article for the Constitution or a rewording of an existing article in the Constitution. The approval of such a change requires a two-thirds majority of the Board.
- 5.2 In all instances where a vote is required, the vote of an absentee member at a Board meeting shall be considered a vote for the status quo, unless the voting intention of an absentee member is clearly notified to the chair of the Board, either in writing or in the full hearing of the Board.