

Company number: 3800672

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

ICE HOCKEY UK LIMITED (IHUK)

Adopted by a Special Resolution of the Company passed on 13 December 2023

Contents

Page

PART 1. NAME, OBJECTS, POWERS AND LIMITATION OF LIABILITY	7
1. Name.....	7
2. Location	7
3. Objects	7
4. Powers.....	8
5. Responsibilities to IIHF and Associated Agencies	9
PART 2. GENERAL RESPONSIBILITIES	10
6. Powers of the Board	10
7. Directors' Discretion to Make Regulations	10
8. Committees	11
9. Calling a Meeting of the Board	11
10. Participation in Meetings of the Board	12
11. Composition of the Board and Quorum	12
12. Chairing of Meetings of the Board	12
13. Decision making by Directors	12
14. Casting Vote	12
15. Directors' Conflicts of Interest	13
16. Records of Decisions.....	13
17. Appointment of Board Directors	13
18. Chair.....	14
19. Chief Executive Officer	14
20. Appointed and Independent Non-Executive Directors (INEDs)	14
21. Nominated Directors	14
22. Senior Independent Director	14
23. Directors' Terms of Office	14
24. Casual Vacancies.....	15
25. Termination of Director's Appointment	15
26. Members. Becoming and Ceasing to be a Member	16
27. Conditions of Membership	16
28. Suspension of Membership.....	16
29. Termination of Membership	16
30. Liability	17
31. The Annual General Meeting	17
32. Notice of and Calling General Meetings	18
33. The Ordinary and Special business at the General Meeting	18
34. Attendance and Speaking at General Meetings	18
35. Quorum for General Meetings	19
36. Chairing General Meetings	19

37.	Attendance and Speaking by Non-Members	19
38.	Adjournment.....	19
39.	Voting at General Meetings	20
40.	Errors and Disputes	20
41.	Poll Votes.....	20
42.	Content of Proxy Notices.....	21
43.	Delivery of Proxy Notices	21
44.	Amendments to Resolutions.....	22
45.	Written Resolution	22
PART 3. ADMINISTRATIVE ARRANGEMENTS		23
46.	Means of Communication to be Used.....	23
47.	Directors' Indemnity and Insurance,.....	23
48.	Dissolution	24

DEFINITIONS

In these Articles, unless the context otherwise requires:

Auditors means the Auditors for the time being of the Company;

Act means the Companies Act 2006;

Annual General Meeting or AGM means an Annual General Meeting of the Company;

Annual Plan means the annual business plan, which is approved by the board and identifies key actions for the year;

Appointed Director means a Director appointed by the Board following an open recruitment process, some of whom shall be Independent Directors (INED);

Board means the Board of Ice Hockey UK;

Business Day means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Chair means the appointed Chair of the Board in accordance with Article 18;

Chair of the meeting has the meaning given in Article 12 (in respect of a Board meeting) or Article 36 (in respect of a General Meeting);

Clear Days means a period of days exclusive of the day on which the notice is served and of the day for which it is given;

CEO means such person as the Board appoints from time to time as the chief executive officer of the Company in accordance with Article 19;

Company means Ice Hockey UK Ltd

Conflict means a 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 Company;

Director means a Director of the Company, and includes any person occupying the position of Director, by whatever name called whether as INED, Appointed or Nominated Director;

Document includes, unless otherwise specified, any Document sent or supplied in Hard Copy or Electronic Form (including email);

Electronic Form has the meaning given in Section 1168 of the Act;

Eligible Director means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 15 any Director whose vote is not to be counted in respect of the particular matter);

Elite Ice Hockey League means the professional league in the UK which was formed in 2003;

Executive Officer means someone who is appointed as an employee by IHUK;

Foundation means Ice Hockey UK Foundation, a registered charity (Registration No. 1197638) established to promote the charitable aspects of the sport of Ice Hockey including physical activity and education;

General Meeting means a General Meeting of the Company; in accordance with Article 32;

Good Standing as applied to a Member means that the Member is not in default of any obligation it owes the Company and is not in debt to the Company;

Hard Copy Form has the meaning given in Section 1168 of the Act;

Home Nation Association means the governing bodies for the sport of Ice Hockey in England, Scotland, Wales and Northern Ireland;

Independent Director or INED means the non-executive directors openly recruited and appointed by the Board from time to time, who are independent of the sport of Ice Hockey (i.e. are without political or commercial involvement in the sport) in accordance with Article 20 and in accordance with the meaning given to it in the document '*A Code for Sports Governance*', as published by UK Sport and Sport England as at the date these articles were adopted or as amended and re-published from time to time

Interested Director has the meaning given in Article 15 in relation to having a Conflict of interest;

International Ice Hockey Federation or IIHF means the internationally recognised federation that governs the sport of ice hockey globally;

Majority and Simple Majority means the number of Directors required to approve a decision of the Board, which shall be greater than fifty per cent (50%) of the available votes at that meeting;

Members means the Members admitted from time to time to membership of the Company in accordance with Article 26 and any applicable Regulations who, under these Articles, are entitled to receive notice of, attend and vote at General Meetings and who are together the Members of the Company for the purposes of the Act;

Nominated Director means a Director appointed by the Board in accordance with the Board Recruitment Policy, who has been nominated by the English Ice Hockey Association, the Scottish Ice Hockey Association or the Elite Ice Hockey League;

Ordinary Business means the business of the either an Annual General Meeting or a General Meeting requiring a majority greater than 50% of the votes eligible to be cast.

Regulations means the Regulations and policies of the Company made by the Board in accordance with Article 7, as amended from time to time;

Senior Independent Director or SID means the Independent Non-Executive Director appointed by the Board from time to time as the Senior Independent Director and Vice Chair in accordance with Article 22;

Special Business means the Special Business (other than the Ordinary Business) of the Annual General Meeting, or any other General Meeting which will require a majority of at least seventy five per cent (75%) of the available votes to be decided;

Stakeholders means those organisations who have a role or share an interest in the development of ice hockey in the UK. These include but are not limited to organisations such as; the Sports Councils, UK Anti-Doping, the International Ice Hockey Federation, English Ice Hockey Association, Scottish Ice Hockey Association, Elite Ice Hockey League, Ice Hockey UK Referees Section, Ice Rink Managers Association;

Stakeholder Engagement Plan means the plan, which identifies the key partners to IHUK, and demonstrates how the organisation plans to engage and communicate with them. This will be approved by the Board annually and the CEO will be required to regularly update the Board on its progress;

Strategic Plan means the 4-year business plan of IHUK. This will provide clarity on the purpose and vision, the strategic goals, key actions and key performance measures of IHUK. This will be approved by the Board and the CEO will be required to regularly update the Board on its progress;

United Kingdom (UK) means Great Britain and Northern Ireland;

Writing means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form (including by email) or otherwise;

PART 1. NAME, OBJECTS, POWERS AND LIMITATION OF LIABILITY

1. Name

- 1.1. The name of the Company shall be Ice Hockey UK Limited.

2. Location

- 2.1. The registered office of the Company shall be in the UK.

3. Objects

- 3.1. The Objects for which the Company is established are to:

- 3.1.1. act as the internationally recognised governing body for the sport of ice hockey for the United Kingdom;
- 3.1.2. hold and maintain the national membership for the United Kingdom pursuant to Statute 9.2 of the current version of the International Ice Hockey Federation Statutes and Bylaws 2021-2024 edition, and every successor provision in any future amended Statutes and Bylaws that may be adopted by the IIHF;
- 3.1.3. exercise all the rights, and comply with the obligations of members set out in Statute 12 of the IIHF Statutes and Bylaws 2021-2024 edition;
- 3.1.4. co-ordinate and support the United Kingdom's involvement in all other international affairs relating to ice hockey, including with the Olympic and Paralympic movements, for the benefit of the Company's Members and the sport of ice hockey as a whole;
- 3.1.5. lead the development and implementation of strategies to improve and develop elite ice hockey players in the UK, leading to the improved performance of GB teams;
- 3.1.6. select and co-ordinate teams to represent the United Kingdom at international Ice Hockey championships, exhibition games and events;
- 3.1.7. host international ice hockey events, exhibition matches and championships in the UK, involving GB teams;
- 3.1.8. develop and nurture relationships between the Company and the Home Nations' Sports Councils, including UK Sport, Sport England, Sport Scotland, Sport Northern Ireland and Sport Wales, and any other relevant local and national government agencies and departments;
- 3.1.9. continue to be recognised by the British Olympic Association, the British Paralympic Association, the five National Sports Councils, as well as governmental and non-governmental organisations nationally, including but not limited to the UK Government's Department for Culture Media and Sport, UK Anti-Doping, UK Border Agency, Sport & Recreation Alliance, as the National Governing Body (NGB) for the sport of Ice Hockey at international and elite level within the United Kingdom;
- 3.1.10. foster, develop and promote Ice Hockey in the United Kingdom and to be the ultimate decision-making body in relation to the sport at international and elite level within the United Kingdom;

- 3.1.11. provide services to the English Ice Hockey Association (EIHA), the Scottish Ice Hockey Association, the Elite Ice Hockey League as set out and agreed within separate service level agreements;
- 3.1.12. provide oversight of the activities of the Scottish Ice Hockey Association (SIHA) until such time as SIHA becomes recognised as an independent governing body of sport by the Sports Councils;
- 3.1.13. foster and develop relationships with all of those organisations involved in the promotion and delivery of ice hockey in the UK and advocate, develop and support the delivery of coordinated plans for the sport in the UK;
- 3.1.14. help increase and sustain participation in Ice Hockey in the United Kingdom and particular support the development of performance and talent pathways;
- 3.1.15. co-operate with and provide a forum for discussion between the Stakeholders involved in Ice Hockey in the UK;
- 3.1.16. recognise the separate status and management of the Ice Hockey UK Foundation and support the charitable objects of the Foundation where those objects also further the Objects;
- 3.1.17. seek and thereafter maintain good governance recognition under the respective codes and frameworks published from time to time by UK Sport, Sport England, Sport Scotland, Sport Northern Ireland and Sport Wales; and
- 3.1.18. do all such other things as shall be thought fit to further the interests of the Company or to be incidental or conducive to the attainment of all or any of these Objects.

4. Powers

- 4.1. The Company shall have the powers to do all such lawful things as are consistent with the furtherance of its Objects (Powers).
- 4.2. Subject to these Articles, the Powers shall be exercised by the Board. The Board shall manage the affairs of the Company and (subject to these Articles) the Directors shall be responsible for the management of the Company's business, for which purpose they may exercise all the Powers.
- 4.3. The income and property of the Company shall be applied solely towards the promotion of its Objects and no portion thereof shall be paid or transferred, directly or indirectly, by way of distribution, bonus or otherwise by way of profit to the Members.
- 4.4. Nothing in Article 4.3 shall prevent the payment in good faith by the Company to any Director or Committee member of reasonable and proper out-of-pocket expenses incurred in the exercise of their powers and the discharge of their responsibilities in relation to the Company, or;
 - 4.4.1. of reasonable and proper remuneration to any Director for any services rendered to the Company;
 - 4.4.2. of interest on money lent by a Director or Member at a commercial rate of interest;
 - 4.4.3. of reasonable and proper rent for premises demised or let by any Member or Director; or

- 4.4.4. of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the Board (or any Director) in relation to the Company, provided that such insurance shall not extend to indemnification against liability for wilful or criminal wrongdoing or default.

provided that:

- 4.4.5. s/he shall be absent during the relevant discussion from all meetings at which the employment and remuneration of such a firm or company are discussed;
- 4.4.6. s/he shall not vote on any resolution relating to the employment or remuneration of such firm or company; and
- 4.4.7. the Board is satisfied that the engagement of that individual or company in question is both necessary and expedient in the interests of the Company;

5. Responsibilities to IIHF and Associated Agencies

- 5.1. The Company accepts the final and binding authority/jurisdiction of the IIHF in relation to all international matters and shall ensure that IHUK complies with the necessary IIHF membership obligations, including;

- 5.1.1. Recognising the jurisdiction and authority of the Court of Arbitration for Sport (CAS) where the arbitration rules of the CAS are mandated by IIHF;
- 5.1.2. Agreeing to be bound by the UK Anti-Doping Code and the IIHF Anti-Doping Regulations;
- 5.1.3. Maintaining a policy prohibiting competition manipulation which needs to be substantially similar to the IIHF competition manipulation rules; and
- 5.1.4. Meeting minimum IIHF participation standards, as advised by IIHF from time to time.

PART 2. GENERAL RESPONSIBILITIES

6. Powers of the Board

- 6.1. The business of the Company shall be managed by the Board, who may exercise all such powers of the Company and do on behalf of the Company, all such acts that are not by the Act, or by these Articles required to be exercised by the Company in a General Meeting.
- 6.2. The Board shall have the power from time to time to adopt, make, alter, add to, and revoke Regulations for the carrying out of the objects and purposes of the Company and for the administration of the Company and rules for the observance of Members, the Home Nation Associations, the Elite League and other participants in the sport of Ice Hockey.

7. Directors' Discretion to Make Regulations

- 7.1. Subject to its overall responsibilities the Board shall set the strategic direction of the Company, including matters such as governance, finance, remuneration, nominations, relations with key Stakeholders internationally and in the UK, insurance and other relevant assurance arrangements.
- 7.2. The Board shall have the power to make, vary and revoke Regulations for the better administration of the Company including (without limitation):
 - 7.2.1. Developing, approving and monitoring the Strategic Plan;
 - 7.2.2. Developing, approving and reviewing progress of the Annual Plan (the CEO to regularly update the Board on its progress);
 - 7.2.3. Formalising the delegated powers of the Chief Executive Officer;
 - 7.2.4. Deciding matters referred to it by the CEO;
 - 7.2.5. Approving budgets;
 - 7.2.6. Approving requests for non-budgeted spend;
 - 7.2.7. Setting the rates for subscriptions and affiliation fees to IHUK;
 - 7.2.8. Supervising risk management and safety matters;
 - 7.2.9. Maintaining the integrity of the Association's brand and protecting the Association's intellectual property rights;
 - 7.2.10. Appointing Directors;
 - 7.2.11. Managing all Board review processes;
 - 7.2.12. Establishing, approving and monitoring all Company policies;
 - 7.2.13. Establishing and maintaining a Stakeholder Engagement Plan; and
 - 7.2.14. Approving Ice Hockey UK representatives to national and international bodies.
- 7.3. No valid act carried out by the Board, shall be invalidated by a subsequent resolution passed by the Company in General Meeting.

- 7.4. The Board may delegate any of the Powers:
- 7.4.1. to such person, Committee, Member, or other such person or organisation;
 - 7.4.2. by such means (including by power of attorney);
 - 7.4.3. to such an extent;
 - 7.4.4. in relation to such matters or territories; and
 - 7.4.5. on such terms and conditions, as it thinks fit.
- 7.5. All acts and proceedings delegated under Article 7.4 shall be reported back to the Board in due course.
- 7.6. If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any person to whom they are delegated.
- 7.7. The Board may revoke any delegation in whole or part or alter its terms and conditions.

8. Committees

- 8.1. The Company shall form Committees of the Board to support the proper functioning of the Board and the organisation as a whole. There shall be a:
- 8.1.1. Finance & Audit Committee;
 - 8.1.2. Governance & Risk Committee;
 - 8.1.3. HR & Remuneration Committee;
 - 8.1.4. Nominations Committee;
 - 8.1.5. such other Committees as the Board deems fit.
- 8.2. The composition, function, and powers of these Committees shall be in accordance with the terms of reference for each Committee adopted by the Board and which follow procedures which are based as far as they are applicable, on the provisions of these Articles which govern the taking of decisions by the Board.

9. Calling a Meeting of the Board

- 9.1. The Board may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they deem fit.
- 9.2. Meetings of the Board must take place at least four times in each calendar year.
- 9.3. Any Director may call a meeting of the Board by giving at least five (5) days' notice of the meeting to the Directors or by directing the Chief Executive to give such notice.
- 9.4. Notice of any meeting of the Board shall be given to each Director in Writing and must indicate:
- 9.4.1. its proposed date and time; and

- 9.4.2. where it is to take place and if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

10. Participation in Meetings of the Board

10.1. Subject to these Articles, Directors participate in a meeting of the Board, or part of a meeting of the Board, when:

- 10.1.1. the meeting has been called and takes place in accordance with these Articles; and
- 10.1.2. they can each communicate to the others by any method (virtual or otherwise) any information or opinions they have on any particular item of the business of the meeting.

10.2. In determining whether Directors are participating in a meeting of the Board, it is irrelevant where any Director is or how they communicate with each other.

10.3. If all the Directors participating in a meeting of the Board are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

11. Composition of the Board and Quorum

11.1. The quorum for meetings of the Board shall be a majority of the number of Directors (more than 50%) who are at that time appointed to the Board.

11.2. The Board may act notwithstanding any vacancy in its body, provided that if the number of Directors shall at any time be less than the minimum set out in these Articles, it shall be lawful for them to act as the Board for the purpose of filling a casual vacancy arising among the Directors in accordance with Article 24, calling another meeting of the Board or calling a General Meeting, but not for any other purpose.

12. Chairing of Meetings of the Board

12.1. The Chair shall chair all meetings of the Board at which s/he shall be present.

12.2. If at any meeting the Chair is not present within fifteen (15) minutes (either in person or by any permitted method) after the time appointed for holding the meeting or is not willing or able to preside, the Directors present shall choose one (1) of their number to be chair of the meeting. The person so appointed for the time being is known as the chair of the meeting.

13. Decision making by Directors

13.1. Decisions of the Board shall usually be agreed by consensus, but where a vote is required, a decision will require a Majority, which shall be greater than fifty per cent (50%) of the available votes at that meeting.

13.2. A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at such a meeting.

13.3. Voting on any issue at a meeting of the Board shall be on a show of hands and each member of the Board shall be entitled to one (1) vote.

14. Casting Vote

14.1. If the numbers of vote for and against a proposal at a meeting of the Board are equal, the chair of the meeting shall have a casting vote.

15. Directors' Conflicts of Interest

15.1. The Directors may, in accordance with the requirements set out in the IHUK Conflict of Interest Policy for Directors, authorise any Conflict proposed to them by any Director which would, if not authorised, involve a Director (an Interested Director) breaching his duty under section 175 of the Act to avoid Conflicts of interest.

15.2. Any authorisation under this Article shall be effective only if:

15.2.1. to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;

15.2.2. any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other Interested Director; and

15.2.3. the matter was agreed to without the Interested Director voting or would have been agreed to if the interested Director's and any other Interested Director's vote had not been counted.

16. Records of Decisions

16.1. The Board must ensure that the Company keeps a record, in Writing, for at least six years from the date of the decision recorded, of every appointment by the Board and of every Majority decision taken by the Board (and all Committees of the Board) and by the Company at General Meeting.

16.2. Any such records, if purporting to be signed by the chair of the meeting, or by the chair of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

17. Appointment of Board Directors

17.1. Each member of the Board must be at least eighteen (18) years of age, but membership of the Board shall not be subject to a maximum age limit.

17.2. The recruitment of members of the Board shall be made on a competency-based selection. The Company shall recruit members of the Board in line with its Board Recruitment Policy and Equality, Diversity and Inclusion Policy and seek to create a Board with appropriate diversity, independence, skills, experience and knowledge to take effective decisions that will further the Objects.

17.3. The Board will consist of eight (8) Appointed Directors, three (3) Nominated Directors and the CEO.

17.4. Other than the CEO, no other Director of the Company shall be an Executive Officer of IHUK.

17.5. The number of Directors on the Board shall be no more than twelve (12).

17.6. The members of the Board as at the date of adoption of these Articles, shall be those Directors currently recorded as such at Companies House.

17.7. All acts carried out in good faith at any meeting of the Board or of any Committee, or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person,

be as valid as if every such person had been duly appointed or had duly continued in office.

18. Chair

18.1. The role of Chair shall be openly recruited in accordance with the Board Recruitment Policy. The Chair will be an Appointed Director and must meet the criteria of an Independent Director.

19. Chief Executive Officer

19.1. The Board may on the recommendation of the Nominations Committee appoint a Chief Executive Officer for such term, at such remuneration and upon such conditions as it may think fit and any Chief Executive Officer so appointed may be removed by it.

19.2. The Chief Executive Officer shall be a Director ex officio by virtue of his or her office until such time as they cease to be Chief Executive Officer or until (if earlier) s/he cease to be a Director pursuant to Article 26.

19.3. For the avoidance of doubt the roles of CEO and Chair cannot be carried out by the same person.

20. Appointed and Independent Non-Executive Directors (INEDs)

20.1. The Board may from time to time on the recommendation of the Nominations Committee appoint up to eight (8) persons to be Appointed Directors. These shall be appointed in line with the IHUK Board Recruitment Policy approved by the Board.

20.2. At least five (5) of the Appointed Directors shall be Independent Directors (INED).

20.3. The Board shall have the power to increase or decrease the number of INEDs from time to time.

21. Nominated Directors

21.1. The Board will on the recommendation of the Nominations Committee, appoint up to three persons to be Nominated Directors.

21.2. The Board shall invite the Home Nation Associations of England and Scotland and the Elite League to nominate suitable Board candidates having regard to the skills and equity requirements of the Board as outlined by Ice Hockey UK. The Board, through the Nominations Committee shall have the unfettered discretion to manage a selection process involving the nominated candidates. The Board shall manage this process in accordance with the Articles, the provisions of the Governance Policy, the Board Recruitment Policy and having regard to the skills and equity requirements of the Board.

22. Senior Independent Director

22.1. The Board shall from time to time appoint one (1) INED to be the Senior INED (SID) and Vice Chair and may from time to time remove such person.

23. Directors' Terms of Office

23.1. Notwithstanding any other provision of these Articles, a Director (other than the Chief Executive Officer) shall hold office as a member of the Board until the fourth (4th) anniversary of the date of his or her appointment or until (if earlier) he or she ceases to be a Director pursuant to Article 26.

23.2. A Director in other than exceptional circumstances, shall not serve more than two (2) consecutive four (4) year terms of office on the Board.

- 23.3. In exceptional circumstances, with the prior approval of the Board and in accordance with the relevant principles specified within the UK Code of Sports Governance, the eight (8) year maximum aggregate term of office of a director under these Articles may be extended by up to a further four (4) years.
- 23.4. A Director who ceases to be a member of the Board having completed their maximum term of office shall not be eligible for re-appointment or re-election to the Board in any capacity for a period of at least four (4) consecutive years.
- 23.5. An individual who is, at the date of adoption of these Articles, a Director on the Board (or Board of the Company under the previous articles) and has:
- 23.5.1. for a consecutive period of eight (8) years or more been a member of the Board (including, for the avoidance of doubt, where such consecutive period is made up of periods of service on the Board of IHUK, either at the same or different times), shall not be eligible to be appointed to the Board in any capacity for a period of at least four (4) consecutive years from the date of adoption of these Articles; and
 - 23.5.2. for a consecutive period of less than eight (8) years, shall be eligible to be appointed to the Board only for such period as would mean their aggregate consecutive period of service on the Boards is not more than eight (8) years, following which such individual shall not be eligible to be appointed to the Board in any capacity for a period of at least four (4) consecutive years.

24. Casual Vacancies

- 24.1. A casual vacancy arising among the offices of Chair, Vice-Chair/SID, Nominated or Appointed Director shall be filled by the Board, in accordance with the IHUK Board Recruitment Policy, provided always that the person appointed to fill the vacancy shall hold office until such time as the person s/he replaced was due to retire but shall be eligible for re-appointment in accordance with these Articles.
- 24.2. For the avoidance of doubt, a person elected to fill a casual vacancy shall be subject to the restrictions on terms of office set out in Articles 23.1 & 23.2, but the Board shall have the power to vary the Company's standard four (4) year terms to allow a person originally elected to fill a casual vacancy to complete up to their maximum term of office.

25. Termination of Director's Appointment

- 25.1. A person shall cease to be a Director of the Company as soon as:
- 25.1.1. a bankruptcy order is made against that person or a composition is made with that person's creditors generally in satisfaction of that person's debts; or
 - 25.1.2. 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
 - 25.1.3. notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms; or
 - 25.1.4. that person ceases to be a member of the Board by virtue of any provisions of the Act or is prohibited by law from being a Director; or

- 25.1.5. that person is removed from office by a resolution duly passed pursuant to section 168 of the Act; or
- 25.1.6. that person shall have been absent for more than three consecutive Board meetings without permission of the Board; or
- 25.1.7. at least seventy five per cent (75%) of the other members of the Board acting together resolve that his or her office be vacated; or
- 25.1.8. the period for which s/he was appointed or elected has ended and s/he has not been re-appointed or re-elected; or
- 25.1.9. In the case of Nominated Directors, the support of the nominating body is withdrawn and this notification is received in writing by IHUK

26. Members. Becoming and Ceasing to be a Member

- 26.1. The Company's Members shall be the Directors duly appointed from time to time

27. Conditions of Membership

- 27.1. All Members shall be bound by and subject to these Articles and the Regulations.

28. Suspension of Membership

- 28.1. The Board shall have the power to suspend a Member in accordance with the Regulations.

29. Termination of Membership

- 29.1. The board may terminate the membership of any Member without their consent by giving written notice if, in the reasonable opinion of the Board the Member:
 - 29.1.1. is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and Directors into disrepute; or
 - 29.1.2. has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
 - 29.1.3. has failed to observe the terms of these Articles and where applicable the Regulations; or
 - 29.1.4. has by their act or omission to act put into jeopardy funding provided to IHUK by UK Sport, Sport England, Sport Wales, Sport Scotland, Sport Northern Ireland or any other public body; or
 - 29.1.5. if it is in the Company's best interests to do so; or
 - 29.1.6. the Member has ceased to be a Director in accordance with Article 25.
- 29.2. Following such termination, the Member shall be removed from the Register of Members by the CEO.
- 29.3. The written notice of termination to the Member must give the Member the opportunity to be heard in Writing or in person (by nomination of a representative) as to why their membership should not be terminated. The Board (or any committee to whom it delegates this power) must consider any representations made by or on behalf of the Member and inform the Member of its decision following such consideration. There shall

be no right to appeal from a decision of the Board to terminate the membership of a Member.

29.4. A Member whose membership is terminated under this Article forfeits all rights in relation to and claims upon the Company, its property and its funds and shall not be entitled to a refund of any fees and shall remain liable to pay to the Company any sum owed by it.

29.5. A Member may withdraw from membership of the Company by giving seven (7) Clear Days' notice to the Company in Writing.

29.6. Membership is not transferable.

30. Liability

30.1. The liability of each Member is limited to ten British pounds (£10), being the amount that each Member undertakes to contribute to the assets of the Company in the event of it being wound up whilst they are a Member or within one year after they cease to be a Member, for any of the following items;

30.1.1. payment of the debts and liabilities of the Company contracted before they cease to be a Member;

30.1.2. payment of the cost, charges and expenses of winding up; and

30.1.3. the adjustment of the rights of the contributories among themselves.

31. The Annual General Meeting

31.1. The Company shall hold a General Meeting in every calendar year as its Annual General Meeting in addition to any other General Meetings in that year and shall specify the meeting as such in the notices calling it. The Annual General Meeting in each year shall be held at such time and place as may be determined by the Board, provided that every Annual General Meeting shall be held not more than eighteen (18) months after the preceding Annual General Meeting.

31.2. The Annual General Meeting shall be held for the following purposes:

31.2.1. to receive from the Board the Company's accounts;

31.2.2. to receive from the Board a report of the activities of the Company since the previous Annual General Meeting and an update on the Company's strategy for the following year;

31.2.3. to appoint the Auditors if required;

31.2.4. to report on any Director appointments or retirements which have taken place since the last Annual General Meeting; and

31.2.5. to transact such other business as may be brought before it by the Board or its members in accordance with the Articles.

31.3. Any motions for discussion at the Annual General Meeting not originating from the Board in accordance with Article 31.2.5 shall be signed by two Individual Members entitled to vote in accordance with these Articles and lodged with the CEO before such date as may be specified by the Board.

32. Notice of and Calling General Meetings

- 32.1. General Meetings shall be called on at least fourteen (14) Clear Days' written notice or by shorter notice if such short notice is agreed by not less than ninety per cent (90%) in number of the Members.
- 32.2. The notice shall:
- 32.2.1. specify the time and place of the meeting;
 - 32.2.2. the general nature of the business to be transacted at the meeting; and
 - 32.2.3. be sent to all the Members and to any Auditors appointed
- 32.3. A General Meeting may be called at any time by the Board or may be called on a written request to the Board from at least three in number of the Members.
- 32.4. On receipt of a written request made pursuant to Article 32.3, the Board or the CEO must call a General Meeting within twenty one (21) days and the General Meeting must be held not more than twenty eight (28) days after the date of the notice calling the General Meeting.
- 32.5. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed or proceeding at any meeting.

33. The Ordinary and Special business at the General Meeting

- 33.1. All business transacted at a General Meeting, and all business that is transacted at an Annual General Meeting, with the exception of; the consideration of the income and expenditure account and balance sheet, the reports of the Board and of the Auditors and the appointment of the Auditors, shall be deemed Special Business. Those items which are not deemed Special Business shall be Ordinary Business.
- 33.2. At all General Meetings only the business notified in the agenda accompanying the notice shall be transacted. Amendments must be kept within the terms of the motion and the chair of the meeting shall have power to refuse any amendment which substantially alters the intention of the motion.

34. Attendance and Speaking at General Meetings

- 34.1. A person is able to exercise the right to speak at a General Meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 34.2. A person is able to exercise the right to vote at a General Meeting when:
- 34.2.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - 34.2.2. that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 34.3. The Board may make whatever arrangements they consider appropriate to enable those attending a General Meeting to exercise their rights to speak or vote at it.

35. Quorum for General Meetings

- 35.1. More than fifty per cent (50%) of the Members present in person (by a nominated representative) or by proxy shall be a quorum.
- 35.2. No business is to be transacted at a General Meeting if the persons attending it do not constitute a quorum.

36. Chairing General Meetings

- 36.1. The Chair shall chair General Meetings if present and willing to do so. If the Chair shall be absent, or if at any meeting he is not present within fifteen (15) minutes after the time appointed for holding the same, the Vice Chair shall chair the meeting and if s/he is not present, Directors present the meeting shall appoint another Director to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.

37. Attendance and Speaking by Non-Members

- 37.1. The chair of the meeting may permit other persons who are not Members of the Company to attend and speak at a General Meeting, but not to vote on any matter.

38. Adjournment

- 38.1. If the persons attending a General Meeting within thirty (30) minutes of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it.
- 38.2. The chair of the meeting may adjourn a General Meeting at which a quorum is present if:
 - 38.2.1. the meeting consents to an adjournment, or
 - 38.2.2. it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 38.3. The chair of the meeting must adjourn a General Meeting if directed to do so by the meeting.
- 38.4. When adjourning a General Meeting, the chair of the meeting must:
 - 38.4.1. either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Board, and
 - 38.4.2. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 38.5. If the continuation of an adjourned meeting is to take place more than fourteen (14) days after it was adjourned, the Company must give at least seven (7) Clear Days' notice of it:
 - 38.5.1. to the same persons to whom notice of the Company's General Meetings is required to be given, and
 - 38.5.2. containing the same information which such notice is required to contain.
- 38.6. No business may be transacted at an adjourned General Meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

39. Voting at General Meetings

- 39.1. Each Member shall be entitled to receive notice of, attend and cast one (1) vote at General Meetings.
- 39.2. A matter of Ordinary Business will require a Majority of greater than fifty per cent (50%) of the votes available to be decided.
- 39.3. A matter of Special Business will require a majority of seventy five per cent (75%) or more of the available votes to be decided.
- 39.4. A resolution put to the vote of a General Meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles. Except where otherwise provided by the Act, every resolution is decided by a majority of votes cast.
- 39.5. In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall be entitled to a casting vote in addition to any other vote s/he may have.

40. Errors and Disputes

- 40.1. No objection shall be raised to the qualification of any Member voting at a General Meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 40.2. Any such objection must be referred to the chair of the meeting whose decision is final.

41. Poll Votes

- 41.1. A poll on a resolution may be demanded:
- 41.1.1. in advance of the General Meeting where it is to be put to the vote, or
 - 41.1.2. at a General Meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 41.2. A poll may be demanded by any Member of the Company:
- 41.3. A demand for a poll may be withdrawn if:
- 41.3.1. the poll has not yet been taken, and
 - 41.3.2. the chair of the meeting consents to the withdrawal, and a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 41.4. Polls shall be taken as the chair of the meeting directs and s/he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 41.5. A poll demanded on the election of a chair of the meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chair of the meeting directs not being more than thirty (30) days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

41.6. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven (7) Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

42. Content of Proxy Notices

42.1. Proxies may only validly be appointed by a notice in Writing (proxy notice) which:

42.1.1. states the name and address of the Member appointing the proxy;

42.1.2. identifies the person appointed to be that Member's proxy and the specific General Meeting in relation to which that person is appointed;

42.1.3. is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and

42.1.4. is delivered to the Registered Office or place determined by the Board, in accordance with these Articles not less than forty eight (48) hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and any instructions contained in the notice of the General Meeting (or adjourned meeting) to which they relate.

42.2. A proxy appointment which is incorrectly completed or which is not deposited, delivered or received in a manner permitted by these Articles shall be invalid unless the Chair, in his or her absolute discretion, decides to treat the same as valid.

42.3. The Board may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.

42.4. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one (1) or more resolutions.

42.5. Unless a proxy notice indicates otherwise, it must be treated as:

42.5.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

42.5.2. appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.

43. Delivery of Proxy Notices

43.1. A Member which is entitled to attend, speak or vote (either on a show of hands or on a poll) at a General Meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Registered Office or designated address by or on behalf of that person.

43.2. An appointment under a proxy notice may be revoked by delivering to the Registered Office a notice in Writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

43.3. A notice revoking a proxy appointment only takes effect if it is delivered at least twenty four (24) hours before the start of the meeting or adjourned meeting to which it relates.

43.4. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

44. Amendments to Resolutions

44.1. An ordinary resolution to be proposed at a General Meeting may be amended by ordinary resolution if:

44.1.1. notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the General Meeting at which it is to be proposed not less than forty eight (48) hours before the meeting is to take place (or such later time as the chair of the meeting may determine), and

44.1.2. the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

44.2. A special resolution to be proposed at a General Meeting may be amended by ordinary resolution, if:

44.2.1. the chair of the meeting proposes the amendment at the General Meeting at which the resolution is to be proposed, and

44.2.2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

44.3. With the consent of the chair of the meeting, an amendment may be withdrawn by its proposer at any time before the resolution is voted upon.

45. Written Resolution

45.1. Subject to Article 32.3, a resolution in Writing agreed by the Appropriate Majority of Members who would have been entitled to vote upon it had it been proposed at a General Meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible Member and the Appropriate Majority of Members has signified its agreement to the resolution in an authenticated Document which has been received at the Registered Office within the period of twenty eight (28) days beginning with the circulation date. A resolution in Writing may comprise several copies to which one (1) or more Members have signified their agreement. A Member's authorised representative may signify agreement.

45.2. In Article 45.1, the Appropriate Majority is:

45.2.1. in the case of an ordinary resolution, a Simple Majority of the Members; or

45.2.2. in the case of a special resolution, seventy five per cent (75%) or more of the Members.

45.3. The following may not be passed as a written resolution:

45.3.1. a resolution to remove a Director before his period of office expires; and

45.3.2. a resolution to remove the Auditors before their period of office expires, if so appointed.

PART 3. ADMINISTRATIVE ARRANGEMENTS

46. Means of Communication to be Used

- 46.1. Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for Documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 46.2. The applicable address shall be the Member's registered address as it appears in the Company's register of members or such address as may be provided to the Company by the Member in Electronic Form.
- 46.3. Subject to these Articles, any notice or Document to be sent or supplied to a member of the Board in connection with the taking of decisions by the Board may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.
- 46.4. A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than forty eight (48) hours.
- 46.5. Any Member described in the register of members by an address not within the United Kingdom, which shall from time to time give the Company an address within the United Kingdom at which notices may be served upon it or an address to which notices may be sent in Electronic Form, shall be entitled to have notices served upon it at such address, or such address to which notices may be sent in Electronic Form, but, save as aforesaid and as provided by the Act, only those Members who are described in the register of members by an address within the United Kingdom or in respect of whom the Company has received an address to which notices may be sent in Electronic Form shall be entitled to receive notices from the Company.
- 46.6. Any notice, Document or other information shall be deemed served on or delivered to the intended recipient:
- 46.6.1. if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, twenty four (24) hours after it was posted;
 - 46.6.2. if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - 46.6.3. if properly addressed and sent or supplied in Electronic Form, one (1) hour after the Document or information was sent or supplied; and
 - 46.6.4. if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- 46.7. For the purposes of this Article, no account shall be taken of any part of a day that is not a Business Day.

47. Directors' Indemnity and Insurance,

- 47.1. Subject to Article 47.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- 47.1.1. each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him or her as a relevant officer;
 - 47.1.2. in the actual or purported execution and/or discharge of his or her duties, or in relation to them;
 - 47.1.3. in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act);
 - 47.1.4. including (in each case) any liability incurred by him or her in defending any civil or criminal proceedings, in which judgment is given in his or her favour or in which s/he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part or in connection with any application in which the court grants him or her, in his or her capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
 - 47.1.5. the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him or her in connection with any proceedings or application referred to in Article 47.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 47.2. This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.
- 47.3. The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 47.4. In this Article:
- 47.4.1. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
 - 47.4.2. a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company.

48. Dissolution

- 48.1. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the Members but shall be given or transferred to some other institution or institutions having objects similar to the Objects, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under Article 4, such institution or institutions to be determined by a Simple Majority of the Members at or before the time of dissolution and in so far as effect cannot be given to such provisions then such property shall be disposed of at the discretion of the Board for some other philanthropic or charitable purpose or purposes.

For the purposes of Section 20 of the Act, the relevant model articles shall be deemed to have been excluded fully and replaced with the provisions of these Articles.