

Company No 02677064

**THE NATIONAL ICE SKATING ASSOCIATION
OF THE UNITED KINGDOM LIMITED**

ARTICLES OF ASSOCIATION

Incorporated on 13 January 1992

Adopted by Special Resolution on: 14 September 2013

SHAKESPEARES

Somerset House
Temple Street
Birmingham
B2 5DJ

Ref: MH/NAT048.6

The Companies Act 2006
The National Ice Skating Association of The United Kingdom Limited
(the "Company")

Articles of Association

1 Preliminary

- 11** The Model Articles shall not apply to the Company.
- 12** In these Articles, unless the context otherwise requires, the words standing in the first column of this Article 1.2 shall bear the meanings set opposite to them respectively in the second column.

Words	Meanings
Acceptance	Notification to a prospective or current Member (as the context requires) by the Company that such prospective or current Member (as the context requires) has been admitted as a Member.
Act	The Companies Act 2006.
Affiliated Association	An association as described in Article 4.1.3.
Affiliated Club	A club as described in Article 4.1.4.
AGM	annual general meeting.
Associate Members	Any person who is under 18 years of age at the date of payment of his last Subscription and who has agreed to be bound by the constitution of the Company.
Auditor	The auditor or auditors of the Company.
Board	The board of Directors of the Company.
Board Election Year	2014 and every two years thereafter.
Chair	The chairman for the time being of the Board.
Chief Executive	The person appointed by the Board to act as such.
Discipline	The disciplines of Short Track / Long Track Ice Speed Skating, Singles/Pairs, Dance and Synchronized Figure Skating or any of them.
Director	A director of the Company.
DPA	The Data Protection Act 1998 as amended or

	replaced.
Election GM	The GM called every Board Election Year to elect Directors.
Election Scrutineer	The Auditor or Solicitor appointed as such by the Board from time to time.
Entitled Director	A Director who would be entitled to vote on the matter of a meeting of Directors (but excluding, in relation to the authorisation of a Conflict pursuant to Article 14, any Director whose vote is not to be counted in respect of that particular matter).
Finance Officer	The person appointed to act as such by the Chief Executive with the approval of the Board.
Full Annual Member	Those persons described in Article 4.1.1.
General Rules	Those rules published from time to time by the Board. These rules do not form part of these Articles.
GM	A general meeting of the Company which shall include an Election GM.
Honorary Member	Those persons described in Article 4.7.
ISU	International Skating Union.
Life Member	Those persons described in Article 4.1.2.
Member	A Full Annual Member, a Life Member, an Affiliated Association, an Affiliated Club, an Other Affiliate or an Honorary Member.
Month	A calendar month.
NISA	The National Ice Skating Association of the United Kingdom Limited (to include where the circumstance so requires the National Skating Association).
Office	The office of the Election Scrutineer as set out in the relevant notice or form issued by the Company.
President	The president for the time being of the Company.
Qualification Period	Prior to 1 January 2014, 21 consecutive years; after 1 January 2014 and prior to 1 January 2018, 25 consecutive years; after 1 January 2018, 30 consecutive years.
Secretary	The company secretary appointed by the Board.
Solicitor	The solicitor or firm of solicitors of the Company

	appointed by the Board.
Subscription	The annual fee payable by each Member (save for Life Members) or by each Associate Member (as determined by the Board from time to time).
Vice Chair	The vice chairman for the time being of the Board.
Vice President	The vice president of the Company.
Letter post or Posting	Sending by first class letter post to the addressee at his last known posting address.
Website	www.iceskating.org.uk
Working Day	means a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London.
In Writing	Written, or produced in any visible substitute for writing, or partly one and partly another.
UK Consultative Forum	The body formed by the Board under Article 17.2.

1.3 Words importing the singular number only shall include the plural number and vice versa

14 Words importing the masculine gender shall include the feminine and neuter genders.

15 Words importing persons shall include corporations. Subject as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in the articles.

2 Objects of the Company

The Company is established for the purposes expressed in the memorandum of association.

3 Membership

3.1 The Members of the Company shall be:

3.1.1 The subscribers to the memorandum of association.

3.1.2 All subsequent Members as prescribed below.

4 Classes of Members

4.1 Following the adoption of these Articles there shall be the following classes of membership:

4.1.1 Full Annual Members

- (a) any existing Full Annual Member who is 18 years old or over at the date of his last Acceptance shall be a Full Annual Member.

- (b) any person who is 18 years old or over on his Acceptance shall be a Full Annual Member
- (c) To apply for Full Annual Membership the Applicant must complete and return the form 'application for membership' as prescribed by the Board, together with the Subscription

4.1.2 Life Members

- (a) Those Members who have been appointed as such at the Resolution Date shall continue to be Life Members
- (b) Any Full Annual Member who has paid all the appropriate Subscriptions for a Qualification Period shall be a Life Member
- (c) A Life Member shall enjoy all the rights of a Full Annual Member but shall pay no Subscription

4.1.3 Affiliated Associations

- (a) The Affiliated Associations are the Skating Associations of Scotland, Wales and Northern Ireland and any other region or defined part of the United Kingdom as the Board may recognise from time to time, including Figure and Speed sections and other associations with an interest in skating, who may be affiliated to the Company, subject to approval from time to time of its constitution or articles by the Board and subject to payment of the appropriate Subscription as determined by the Board.
- (b) Each Affiliated Association is to maintain its own Register of members, one copy of which must be deposited with the Company annually.
- (c) The members of the Affiliated Association may participate in International and NISA events and tests providing they are also Full Annual Members, Life Members or Associate Members. Judges and Officials of NISA events and tests must be Full Annual Members or Life Members.
- (d) Affiliated Associations and their members may receive an appropriate benefits package as determined by the Board.

4.1.4 Affiliated Clubs

- (a) Skating clubs within the United Kingdom may be affiliated to the Company subject to the approval of their constitution and articles by the Board and payment of the appropriate Subscription together with any other requirements decided from time to time by the Board.
- (b) Members of Affiliated Clubs may participate in NISA events and tests providing they are also Full Annual Members, Life Members or Associate Members.

4.1.5 Other Affiliates

- (a) The Board may affiliate another organisation or body at its sole discretion to be an **"Other Affiliate"**, subject to approval by the Board of such organisation's or body's constitution or articles and the payment of the appropriate Subscription.
- (b) Members of Other Affiliates may participate in NISA events and tests providing they are also Full Annual Members, Life Members or Associate Members.

4.1.6 Associate members

- (a) For the avoidance of doubt, Associate Members are not Members but are and shall be subject to the General Rules.
- (b) Associate Members shall not have any right to vote.

4.2 No person shall become a Member unless the Directors have approved the application or, in the case of Affiliated Associations, Affiliated Clubs or Other Affiliates, unless the Directors have expressly approved and consented to their admittance. The Directors may delegate the function of approval to the Chief Executive on such terms and for such period(s) as the Directors think fit. Notwithstanding any such delegation (unless the Directors resolve otherwise), the Chief Executive shall refer to the Directors any bulk application for membership which could be considered as being made with the main intention of influencing voting at a GM.

4.3 The Members shall have the following voting rights:

- 4.3.1 A Full Annual Member shall have one vote, whether in person or by proxy (save in relation to an Election GM, where the relevant Member shall have one vote in relation to each position that is the subject of a ballot under Article 8.1).
- 4.3.2 A Life Member shall have one vote whether in person or by proxy (save in relation to an Election GM, where the relevant Member shall have one vote in relation to each position that is the subject of a ballot under Article 8.1).
- 4.3.3 An Affiliated Association shall have one vote by proxy (save in relation to an Election GM, where the relevant Member shall have one vote in relation to each position that is the subject of a ballot under Article 8.1). The vote must represent the due decision of the elected committee or Board of Directors of the Affiliated Association. Each Affiliated Association may nominate a maximum of 2 of its members to represent it at an AGM or GM of the Company.
- 4.3.4 An Affiliated Club shall have one vote by proxy (save in relation to an Election GM, where the relevant Member shall have one vote in relation to each position that is the subject of a ballot under Article 8.1). The vote must represent the due decision of the elected committee or Board of Directors of the Affiliated Club. Each Affiliated Club may nominate a maximum of 2 of its members to represent it at an AGM or GM of the Company.

435 An Other Affiliate shall have one vote by proxy (save in relation to an Election GM, where the relevant Member shall have one vote in relation to each position that is the subject of a ballot under Article 8.1). The vote must represent the due decision of the elected committee or Board of Directors of the Other Affiliate. Each Other Affiliate may nominate a maximum of 2 of its members to represent it an AGM or GM.

- 4.4 All Members may attend GMs subject to Articles 4.3 and 7.7.
- 4.5 A list of the Members shall be kept at the registered office of the Company and shall be subject to the provisions of the DPA.
- 4.6 All Members, in whatever category, may receive an appropriate benefits package as determined by the Board, from time to time.
- 4.7 Honorary Membership of the Company may be conferred by the Board upon any person who has rendered special service to the Company with such rights and such privileges as the Board may from time to time determine.

5 Subscriptions

- 5.1 Subscriptions shall be determined by the Board from time to time.
- 5.2 The Subscription shall become due on application to become a Member of the Company (refundable if no Acceptance is given) and thereafter by way of renewal of membership on the anniversary of the first day of the month in which Acceptance was given.
- 5.3 Any new Member whose Acceptance is within thirteen Months of an AGM or GM shall not be entitled to vote at that meeting.
- 5.4 A Full Annual Member, Affiliated Association, Affiliated Club or Other Affiliate who has failed to pay their Subscription within one Month of the due date for payment shall cease to have a vote at an AGM or a GM. If within a period of 3 months from the date the Subscription was due, a Full Annual Member, Affiliated Association, Affiliated Club or Other Affiliate does not pay the Subscription, they shall cease to be a Member of the Company.
- 5.5 A Full Annual Member, Life Member, Affiliated Association, Affiliated Club or Other Affiliate may resign his membership at any time by giving notice In Writing to the Board, but no part of a Subscription or other fee is refundable, and resignation does not relieve a Full Annual Member, Affiliated Association, Affiliated Club or Other Affiliate of any payment due. Membership shall not be transferable and shall cease on death of a Full Annual Member or the dissolution of the Affiliated Association, Affiliated Club or Other Affiliate, or resignation or determination of membership by the Board pursuant to Article 6.
- 5.6 A person, association or club whose membership has lapsed may apply to the Board to become a Member and, the Board shall decide whether to grant such request in its absolute discretion.

6 Suspension and Determination

- 6.1 The Board may suspend or determine membership of a Member (which shall, for these purposes include an Associate Member) if:

6.1.1 The Member is in breach of the Articles or General Rules of the Company or the regulations of any Discipline to which such Member belongs or of any policy or code of conduct of the Company and a disciplinary investigation and disciplinary hearing is held in accordance with the General Rules of the Company and such disciplinary hearing finds that such a breach has occurred and recommends the suspension or determination of the membership of the Member and, following such finding, the Board, acting reasonably, resolves that that breach is sufficiently material to warrant suspension or determination of membership (as the case may be); or

6.1.2 In the opinion of the Board, it is desirable in the best interests of the Company that the Member should cease to be a Member. The Board may only form this opinion if:

- (a) the Member has been given at least twenty one days notice In Writing of the meeting of the Board at which the matter is to be considered and the reasons for the resolutions;
- (b) the Member, or at the option of the Member, a representative (who need not be a Member) has been allowed the opportunity to make representation to the relevant meeting; and
- (c) the Member has been convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed) or safeguarding concerns have been raised relating to the Member notwithstanding that no criminal conviction has occurred

If the Board then forms the opinion that the Member's membership should cease, the Board, then may request the relevant Member to resign, and if the Member shall not resign within 7 days after such request, the Board shall have the power to determine the membership of the Member.

6.2 A person resigning in pursuance of a request from the Board, or expelled under this Article 6 shall be disqualified from again becoming a Member of the Company except with the written consent of the Board.

7 GMs and Voting Rights

7.1 The AGM of the Company shall be held in May of each year, or in special circumstances may be fixed by the Board in some other month but not more than fifteen Months after the last AGM.

7.2 The Company will post advance notice of the AGM or a GM on the Website at least 80 (eighty) days in advance of the specified date for such meeting. This notice shall be placed prominently and shall remain so until after the meeting in question has taken place.

7.3 All documents relating to the AGM or GM (including an Election GM) concerning time/place, agenda, business to be transacted and voting and proxy forms and, where relevant ballot papers, shall be placed prominently in downloadable format on the Website at least 28 clear days prior to the meeting concerned, and must

remain in prominence there until after the meeting has taken place, thereafter to be archived and accessible, for future reference.

- 7.4** Members wishing in any year to receive hard copy versions of any such 80 day notification and all subsequent documentation relating to the proposed resolutions in such notice must register this preference with the Company, In Writing, before the end of December in the year preceding, enclosing a payment for £15.00 or other sum required by the Board from time to time and which such other sum shall be disclosed prominently in the appropriate area on the Website.
- 7.5** The Company shall notify the Members of the postings of the relevant documents and notices on the Website in accordance with Article 19.
- 7.6** A GM of the Company may be convened at any time by the Board. If a GM is not convened by the Board within four weeks after a requisition from the number of Members prescribed in the Act for that purpose (specifying In Writing the object of the meeting) has been sent to the Secretary as specified in the Act, a GM may be convened by the Members making such requisition at the expense of the Company.
- 7.7** At an AGM or GM the following shall be entitled to participate to the following extent:
- 1.11* Full Annual Members and Life Members whose rights and privileges are not terminated under these Articles or the General Rules shall be entitled to attend and vote in person or by proxy (but not both) and shall have one vote in relation to each position that is the subject of a ballot under Article 8.1;
 - 1.12* Two representatives from each Affiliated Association may attend and participate and the Affiliated Association shall be entitled to one vote by proxy and one vote in relation to each position that is the subject of a ballot under Article 8.1 only; and
 - 7.7.3** Two representatives from each Affiliated Club may attend and participate and the Affiliated Club shall be entitled to one vote by proxy and one vote in relation to each position that is the subject of a ballot under Article 8.1 only; and
 - 7.7.4** Two representatives from each Other Affiliate may attend and participate and the Other Affiliate shall be entitled to one vote by proxy and one vote in relation to each position that is the subject of a ballot under Article 8.1 only.
- 7.8** Save for the election of Directors (which shall take place by ballot in accordance with Article 8), at any AGM or GM a resolution put to the vote of the meeting shall be decided by a show of hands, and every person present and entitled to vote in person shall have one personal vote and each proxy shall have another vote for each proxy held by them.
- In the case of an equality of votes the Chair (or in his absence the chairman of the meeting) shall have a second or casting vote.
- 7.9** Proxy votes (in the form settled by the Directors and placed on the Website and in which a person entitled to vote directs the proxy for or against the resolution, or permits the proxy to exercise his discretion) are admissible at each AGM and GM

(other than an Election GM) in accordance with Article 7.8. The proxy may be the Chair (or in his absence, the chairman of the meeting) or other Full Annual Member or Life Member or a duly appointed representative (as evidenced by a relevant minute) of an Affiliated Association, Affiliated Club or Other Affiliate. For the avoidance of doubt, a proxy must be a Member or, in the case of a proxy appointed by an Affiliated Association, Affiliated Club or Other Affiliate, may be a duly appointed representative of that Affiliated Association, Affiliated Club or Other Affiliate. The proxy must vote on each proposal in the manner indicated by the Member who appointed them, unless this has been left open to the discretion of the proxy. All completed proxy forms must be contained in a plain envelope clearly marked "proxy" (although a failure to mark the envelope shall not invalidate the proxy) and delivered or sent to arrive at the Office by noon two clear Working Days before the Meeting. The name and address of the Election Scrutineer shall appear on each voting form, ballot form and form of proxy issued to the Members from time to time.

7.10 At each AGM or GM

1.10.1 The Election Scrutineer (with such assistance from their respective staff as may be required) shall conduct the counting of votes and the validation and counting of voting forms and instruments of proxy. For proxy forms or ballot papers to count in any vote, they must be correctly completed, complete and signed by the relevant Member (or on its behalf) and, in the event of dispute, the Election Scrutineer's decision shall be final.

1.10.2 A person who has elected to vote by proxy, but is entitled to vote on a show of hands, may still attend the meeting. He may only vote on a show of hands if he revokes his proxy by notice In Writing to the Company at the Office by noon on the two clear Working Days before the day of the meeting.

7.11 The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person shall not invalidate any resolution passed, or proceeding, at any meeting.

7.12 Each approved proposal shall become effective from the time it was approved by the meeting, except where otherwise stated on the agenda or determined by resolution of the AGM or GM.

7.13 The Chair shall preside in person over all AGMs and GMs and, in his absence, the Vice-Chair, or a Director appointed by the Board. If after 15 minutes has elapsed from the stated start time, no Director is available, the Full Annual Members present shall elect one of their number to chair the meeting.

1.14 The Memorandum and Articles of Association shall not be repealed or altered save by a Special Resolution at a GM or an AGM with the approval of a 75% majority of votes cast by Members entitled to vote.

7.15 No special or ordinary resolution shall be valid if used in such a way as to contravene the Act and no resolution shall be valid unless set out at length in the notice convening the AGM or GM at which the resolution is proposed.

7.16 Notwithstanding the provisions of the preceding paragraph if it is apparent that there is a clerical or other error or omission in any proposal comprised in the

Agenda of an AGM or GM, such error or omission may be corrected at the meeting without previous notice.

- 7.17** The Chief Executive or any other employee of the Company shall not be entitled by virtue only of their employment to vote at any meeting of the Company or any of its sub-groups. The Chief Executive or any other employee may at the request of the Board or sub-group attend meetings in order to assist the Board or sub-group on any matter concerning the affairs of the Company and to respond to all reasonable questions.
- 7.18** The Chief Executive and any contracted employee of the Company, if they are also a Member, shall be disqualified during the term of their employment and for a period of one Month thereafter from voting at any meeting of the Company or any of its sub-groups and further shall be disqualified during the term of their employment and for a period of one Month thereafter from holding any office or position within the Company (other than the office or position held by virtue of their employment) including but not limited to being appointed to the Board or any sub-groups.
- 7.19** Any Member who provides services to the Company on a contractual/invoice basis in return for monetary reward or who would be disqualified from standing for election to the office of Director by reason of Article 8.17 shall be entitled to attend and vote at a GM (but subject as hereafter mentioned) and shall continue to enjoy the other benefits of their membership but shall at any GM (whether they are present or not), declare their interest to the Chair (or the chairman of the meeting, if the Chair is not present and if the relevant Member is not present at the GM, the declaration shall be In Writing, addressed to the Chair at the registered office of the Company, to be received by the Company at least 2 clear days before the relevant GM) in any matter to be discussed or resolution to be considered that howsoever touches or concerns that provision of services or touches and concerns his receipt of remuneration from (whether through employment, engagement or otherwise) or his interest in (whether through directorship, management, ownership or otherwise) an ice rink, professional or commercial ice show or other commercial enterprise directly or principally relating to the sport of ice skating and shall be prohibited from voting on a resolution relevant thereto. This requirement of disclosure shall be construed widely.
- 7.20** The Chief Executive shall report to the Board.
- 7.21** The quorum for an AGM or GM shall be two Full Annual Members and/or Life Members present in person. If a quorum is not present within fifteen minutes (or such longer interval as the chair of the meeting in his absolute discretion thinks fit) from the time appointed for holding a GM, or if a quorum ceases to be present during a meeting, the meeting shall be dissolved if convened on the requisition of members. In any other case, the meeting shall stand adjourned to another day, (not being less than ten clear days after the date of the original meeting), and at such time and place as the chair of the meeting (or, in default, the Board) may determine. If at such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, one person entitled to vote on the business to be transacted, being a member or a proxy for a member or a duly authorised representative of an Affiliated Association, Affiliated Club or Other Affiliate, shall be a quorum. No business may be transacted at an adjourned

meeting other than the business which might properly have been transacted at the meeting from which the adjournment took place.

8 Election and role of Board of Directors

8.1 During each Board Election Year, the Board shall call an Election GM. Voting for the Board positions set out in Article 8.7 shall be by ballot of the Members and each Member entitled to vote by proxy shall have one vote in relation to each position that is the subject of that ballot. To ensure confidentiality of voting in respect of the Election GM, all votes must be delivered directly to the Election Scrutineer at the Office by noon on the day five clear Working Days before the day of the Election GM. They will receive the sealed envelopes and confirm the Member's entitlement to vote against current membership records supplied by the Company for this purpose. All valid votes will then be counted by the Election Scrutineer and the results of which shall be handed to the chairman of the Meeting in a sealed envelope, to be opened in the presence of the Election Scrutineer and the Members present. The chairman of the Meeting shall then announce the results.

8.2 The Board shall comprise of a minimum of five Directors and a maximum of twelve Directors which shall include a Chair and Vice Chair, who shall be elected by the Board from their number at the first meeting of the Board following an Election GM.

8.3 The six portfolios that are to be subject to election shall be:

- Performance;
- Judges/Officials;
- Coaching;
- Finance;
- Development; and
- Technical.

8.4 If all Disciplines are not represented following the elections, the Board will (if, in the reasonable opinion of the Board, there is a suitably qualified and willing person to accept the position) at the first Board Meeting if possible, co-opt to ensure all Disciplines are represented subject always to Article 8.17 and Article 8.19. Such co-opted Directors shall, in the reasonable opinion of the Board have a prominent and active involvement in the relevant Discipline.

8.5 The Board may by majority resolution co-opt to the Board such persons as it shall consider advantageous to the Board and who shall be willing to serve, subject always to the permitted maximum number of Directors set out in Article 8.2 and subject to Article 8.17 and Article 8.19. Co-opted Directors shall not be required to have any involvement in ice skating and shall not be required to be Members. In co-opting such Directors, the Board shall have due regard to the requirements of Sport England, UK Sport or any other funder for the appointment of independent Directors as defined by those organisations. The Board shall use its reasonable endeavours to ensure at all times there are a minimum of 3 independent Directors as so defined.

8.6 All co-opted Directors both under Article 8.4 and 8.5 shall automatically resign at the next following Election GM but this shall not prevent the relevant people being co-opted to the Board thereafter.

8.7 The Directors holding the under mentioned portfolios shall retire by rotation as follows and the resigning Directors or those Full Annual Members or Life Members experienced and competent as stated in Article 8.10 below in the available portfolios (in each case, who are willing to stand for election) shall, if willing, stand to be elected to fill those portfolios.

At the Election GM in May 2014 the Directors holding the following portfolios:

- Development
- Performance
- Technical

At the Election GM in May 2016 the Directors holding the following portfolios:

- Coaching
- Financial
- Judges/Officials

And thereafter, at two yearly intervals, an Election GM shall be held in May of that year at which each Director who holds a position that was subject to election four years previously shall retire by rotation and the resigning Directors (if they wish to stand) or those Full Annual Members and Life Members experienced and competent as stated in Article 8.10 who stand for election shall be shortlisted for election to fill the vacancy.

8.8 No Director shall serve for more than four years before either offering himself for re-election or resigning.

8.9 Each Director, including the Chair and Vice Chair, shall be responsible for a portfolio which reflects an aspect of the core business of the Company, and shall have a job description, and a personal specification, reflecting the demands and required competencies associated with that position/portfolio.

8.10 Candidates for election to the office of Director shall be Full Annual Members or Life Members, must not be disqualified from standing for election by virtue of Article 8.17 or 8.18 and must demonstrate their capacity to fulfil the specified requirements of the position for which they offer themselves based on their experience and expertise and must indicate the principle Discipline in which they hold an interest (Singles/Pairs, Dance, Synchronized or Speed) to the reasonable satisfaction of the Board and in such reasonable manner set out by the Board.

8.11 Members shall directly elect Directors to their respective portfolio position by a simple majority of votes by a ballot conducted in accordance with Article 8.1 at an Election GM.

- 8.12** At an Election GM, in the event of a tie, or if there is no candidate for a portfolio position, a casual vacancy is deemed to exist. In this event, acting reasonably and in the best interests of the Company, the Board shall make an appointment to fill such casual vacancy.
- 8.13** Directors shall be accountable to each meeting of the Board for progress within the activity areas of their portfolio, against an annual operational plan which will be compiled for each portfolio. Each Director shall also be accountable to the Members and the Company under the provisions of the Act and any other applicable statute.
- 8.14** There shall be no provision for Alternate Directors, and no proxy votes shall be allowed within meetings of the Board.
- 8.15** The Board may require any Director, official or sub-group member to resign in the event that he proves, in the reasonable opinion of the Board, to be disinterested, in dereliction of duty or incompetent, loses the special skills which originally recommended him to the position or who subsequently becomes a person. who would be disqualified from standing for election by virtue of Article 8.17 or 8.18. In this event, or if a casual vacancy should arise for whatever reason, acting reasonably and in the best interests of the Company, the existing Directors shall make an appointment to fill such vacancy for the remaining period of that Director's term of office, prior to his re-election.
- 8.16** A notification shall be posted prominently on the Website concurrently with the 80 days advance notice of the date of the Election GM inviting nominations for the candidates for election to available portfolios on the Board. Nominations may be made by Full Annual Members and/or Life Members but not the nominee himself. Each nomination for the specified Board position must be seconded by a Full Annual Member or Life Member, and received by the Company not less than 35 days before the Election GM. To be effective, each nomination must be accompanied by: (i) a written declaration by the nominee that he/she is prepared to serve if elected: and (ii) a summary of the nominee's expertise, in accordance with Article 8.10 above including a statement of the nominee's aims and objectives if elected. The Company shall not divulge the identities of Members nominated to stand for election until after the closing date. The names of all nominators and seconders shall be published after the closing date.
- 8.17** A person who is any of the following shall not be entitled to stand for election to the office of Director nor be entitled to be co-opted to the Board pursuant to Article 8.4 or Article 8.5:
- 8.17.1 a person who, by reason of shareholding, investment or other ownership interest, paid employment or paid engagement, makes decisions regarding the operation of an ice rink, professional or commercial ice show or other commercial enterprise directly or principally relating to the sport of ice skating (other than a person who is licensed by the Company to act as a coach and who is solely carrying out usual activities in this respect); or
- 8.17.2 a person who skates professionally (whether through employment or engagement) in a professional or commercial ice show or other commercial enterprise directly or principally relating to the sport of ice skating (other

than a person who is licensed by the Company to act as a coach and who is solely carrying out usual activities in this respect) .

The Board shall be entitled to require any candidate for election to the office of Director to provide such evidence or documentation as the Board shall reasonably require to satisfy the Board as to whether the candidate is entitled to stand for election or not.

8.18 Any person who is licensed by the Company to act as a coach (unless that person has retired as a coach or is no longer coaching in return for remuneration) shall not be entitled to stand for election for the office of Director in the following portfolios nor be co-opted pursuant to Article 8.4 to any of the following portfolios: Performance, Judges/Officials and Technical. The Board shall be entitled to require any candidate for election to the office of Director to provide such evidence or documentation as the Board shall reasonably require to satisfy the Board as to whether the candidate is entitled to stand or not. Nothing in this Article 8.18 shall prevent or restrict such a person from being co-opted as a Director in accordance with Articles 8.4 and 8.5 other than to the portfolios expressly referred to in this Article 8.18.

8.19 A person who acts as coach in return for remuneration of any kind and is not licensed by the Company to coach shall not be entitled to stand for election to the office of Director nor be co-opted as a Director under Article 8.4 or 8.5.

9 The Honorary President and Vice President

9.1 The Chair for the time being shall be the President.

9.2 The Vice Chair (if one is appointed) for the time being shall be the Vice President.

9.3 The President (and in his absence the Vice President, if one is appointed) may attend and represent the Company as such at events and ISU meetings occurring during their respective offices

10 Sub- Groups: Election and selection of members

10.1 In the case of each of the portfolios, there shall in each Election Year in which a Director is elected for that portfolio:

10.1.1 be elected by the Members at the Election GM at which that Director is elected, one Full Annual Member and/or Life Member with appropriate Discipline expertise to fill one Figure Skating position (Singles/Pairs, Dance and Synchronized) and one Full Annual Member and/or Life Member with appropriate Discipline expertise to fill one Speed Skating position to that portfolio's sub group; and

10.1.2 be appointed by that Director, two Full Annual Members and/or Life Members with appropriate expertise to fill two figure skating positions (Singles/Pairs, Dance and Synchronized) to that portfolio's sub group.

10.2 Any person who would be disqualified from standing for election as a Director by virtue of Article 8.17 or Article 8.19 shall also be disqualified from standing for election to a sub-group. Such a person may however be appointed to a sub-group under Article 10.1.2but may not be appointed under Article 10.4.

- 10.3** Any person who is licensed by the Company to act as a coach (unless that person has retired as a coach or is no longer coaching in return for remuneration) shall be disqualified from standing for election for the Performance sub-group. Such a person may however be appointed to the Performance sub-group under Article 10.1.2.
- 10.4** If in any portfolio any of the positions referred to in Article 10.1.1 are not represented following the election, the relevant Director will (if, in his reasonable opinion there is a suitably qualified and willing person(s) to accept the position(s)) at the first Board Meeting, if possible, co-opt persons from the Full Annual Members and Life Members to ensure all elected positions in that portfolio sub-group are represented.
- 10.5** Subject to Article 10.6 below, the sub groups created in accordance with Article 10.1 shall remain in place until the Director for the relevant portfolio retires by rotation. For the avoidance of doubt, the Full Annual Members and/or Life Members elected or appointed shall not become Directors as a result of this process.
- 10.6** A person appointed by a Director pursuant to Article 10.1.2 or Article 10.4 may be removed by that Director from the relevant portfolio's sub group and replaced by another person appointed by that Director in accordance with Article 10.
- 10.7** Each Director shall be charged with producing at the start of each financial year, and in liaison with the Chief Executive, an operational plan for the management and delivery of the activity areas included within that portfolio for the duration of the Company's forthcoming financial year.
- 10.8** The role of the sub group shall be to assist the relevant Director with the delivery of the operational plan and the activities of that portfolio.
- 10.9** Membership of such sub-groups (save the elected members) shall be ratified by the Board and published on the Website
- 10.10** Within portfolios whose activity areas are principally concerned with skating, the membership of such sub-groups shall necessarily represent the interests of each Discipline where it is appropriate to do so.
- 11** Disqualification or Resignation from the Board
- 11.1** The office of a Director shall be vacated if:
- 11.1.1** the Director is so required under such laws and regulations as are at any time in force relating to the office of Director; or
- 11.1.2** by notice In Writing to the Company he resigns his office; or
- 11.1.3** he absents himself (other than through ill-health or special circumstances accepted by the Board) from personal attendance at three consecutive meetings of the Board; or
- 11.1.4** the Director was a Member when elected or co-opted to the Board and subsequently ceases to be a Member
- 12** Conduct of the Board

- 12.1** The affairs of the Company shall be managed by the Board which shall, subject to these Articles, have full power to take such steps and to apply the funds of the Company in such manner as they may deem expedient for the promotion of its objects; and the provisions in these Articles. The quorum of the Board shall be fifty per cent of Directors then in office plus one (if there is an even number of Directors appointed) (eg. if there are 8 Directors, the quorum shall be 5) or the first whole number that is greater than fifty per cent of the number of Directors then in office (if there is an odd number of Directors appointed) (eg. if there are 7 Directors, the quorum shall be 4). At each meeting the Chair shall act as such or in his absence the Vice Chair or if neither shall be present and there remains a quorum, one Director present elected by those Directors present to chair the meeting. The chairman of the meeting shall in the event of an equality of votes upon any resolution at that meeting have a casting vote.
- 12.2** A meeting of the Board may be convened at any time by the Chair. If a meeting of the Board is not convened by the Chair within fourteen days after a requisition for that purpose has been sent to him by any three Directors, a meeting of the Board may be convened by the Directors making such requisition.
- 12.3** A meeting of the Board shall be convened by posting on the Website notice thereof at least seven days before such meeting (save in an emergency when notice shall be given by telephone and/or e-mail to each Director), specifying the time and place of the meeting and, so far as is practicable and not confidential, the business to be transacted. The posting of a notice of meetings of the Board posted on the Website shall be notified to each Director.
- 12.4** Business may, with consent of two thirds of the Directors present, be transacted at a meeting of the Board notwithstanding that such business may not have been mentioned in the notice convening the meeting.
- Special business (the resolution for which shall require consent of two thirds of the Directors present) shall be:
- 12.4.1** Proceedings in respect of suspension and determination.
- 12.4.2** Dealing with loans to the Company or its capital funds.
- 12.4.3** Proceedings with reference to Eligibility Rules, Conduct and Complaints.
- 12.5** No proposal to rescind a resolution previously passed by the Board shall be considered at any meeting, unless notice thereof has been given in the notice convening the meeting and the text of the resolution proposed to be rescinded is set out in the said notice.
- 12.6** Subject to the resolutions for special business, all questions arising at a meeting of the Board shall be decided by a majority of those present and voting on the question, provided that in the event of an equality of votes the Chair shall have a second or casting vote.
- 12.7** The Board may, subject to the provisions of the Articles and General Rules delegate any of their powers to a sub-group consisting of such Director(s) as the Board shall think fit.
- 12.8** The meetings and proceedings of any sub-group of the Board shall be governed by the provisions prescribed by or pursuant to the Articles and/or the General Rules

for regulating the meeting and proceedings of the Board so far as the same are applicable thereto and are not superseded by any regulations made by the Board.

- 12.9** All acts done at any meeting of the Board or of any sub-group appointed by the Board or by any person being a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or sub-group acting as aforesaid, or that they were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Board or of the sub-group.
- 12.10** A resolution In Writing signed by all the Directors shall be as valid and as effectual as if it had been passed at a meeting of the Board duly called and constituted and may consist of several documents in the like form each signed by one or more Director.
- 12.11** Where there shall be called a meeting of the Board at which a quorum shall not be present in person those attending may telephone all those Directors absent from the meeting to establish their willingness to undertake the meeting by a conference telephone call and each shall signify his willingness or inability so to do. A conference call will then be established between those present and those willing to partake in the meeting by telephone and the total number of Directors present and attending by telephone shall (if at least the quorum minimum number is constituted) enter into discussion upon the matters to be decided at that meeting: votes shall be by voice alone and minuted as such. Votes taken and so recorded shall be valid and binding to constitute an effective resolution.
- 13** Transactions or other arrangements with the Company
- 13.1** Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and subject to Article 13.3 and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 13.1.1** may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 13.1.2** may act by himself or his firm in a professional Capacity for the company (otherwise than as Auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- 13.1.3** may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 13.1.4** shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit

nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

13.2 A Director who is in any way, whether directly or indirectly, interested in any existing or proposed transaction or arrangement with the Company:

1321 shall not be an Entitled Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such contract, transaction or arrangement or proposed contract, transaction or arrangement in which he is interested; and

1322 shall not be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such contract, transaction or arrangement or proposed contract, transaction or arrangement in which he is interested.

13.3 If a Director or a person connected with him (as defined in section 252 of the Act) engages with the Company (or any body corporate in which the Company is (directly or indirectly) interested) in return for remuneration of any kind, that Director shall cease temporarily to be a Director from the date such engagement commences until the date such engagement terminates or expires. During any period that a Director ceases temporarily to be a Director, the Board shall be entitled to co-opt a Director as a replacement to the Board in accordance with Article 8.

14 Directors' conflicts of interest

14.1 The Directors may, in accordance with the requirements set out in this article, authorise any matter or situation 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 ("**Conflict**").

14.2 Any authorisation under this Article 14 will be effective only if:

14.2.1 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;

14.2.2 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

14.2.3 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.

14.3 Any authorisation of a Conflict under this Article 14 may (whether at the time of giving the authorisation or subsequently):

14.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

- 14.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
- 14.3.3 provide that the Interested Director shall or shall not be an Entitled Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
- 14.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
- 14.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- 14.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.

14.4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.

14.5 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.

14.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds unless the Board expressly resolves otherwise.

15 General Rules

15.1 Subject to Article 15.2 below, the General Rules shall only be amended or repealed (but not retrospectively) by a resolution of the Board. The General Rules shall be binding on all Members. No provision of the General Rules shall be inconsistent with any of the provisions of these Articles and, in the event of conflict between these Articles and the General Rules, these Articles shall apply.

15.2 If the Board makes any change(s) to the disciplinary and complaints procedure contained within the General Rules, such change(s) shall be effective from the date the Board decides. The Board shall at the next AGM seek ratification of such change(s) by way of an ordinary resolution. In the event that such change(s) are not approved by ordinary resolution, then the disciplinary and complaints procedure shall revert to that before such change(s) by the Board. Failure to ratify any such change(s) shall not prejudice any disciplinary proceedings that have been carried

out prior to the date of the relevant AGM under the disciplinary and complaints procedure as changed by the Board.

16 Secretary

The Secretary shall be appointed by the Board and, upon such conditions as it may find fit. The Secretary may be removed by the Board.

17 UK regional skating associations

17.1 English regional structures may be established by the Board to work in parallel with UK regional skating associations to ensure operational delivery of key areas of the Company's strategy, and to oversee and develop club activities within their territories.

17.2 A UK Consultative Forum may be formed by the Board each year. Representation for UK regional skating associations and English regional structures on the UK Consultative Forum should reflect their relative strength in membership numbers, and the numbers of clubs and rinks which they include within their territory. Such representation may be reviewed by the Board from time to time but shall in respect of the regions at the outset be as follows:

England	three representatives
Scotland	two representatives
Northern Ireland	one representative
Wales	one representative

17.3 Membership of the UK Consultative Forum shall be set by the Board and shall be chaired by the Chair, and additionally comprise the Chief Executive and the Directors whose portfolios include the areas in which the Home Country Association and English regional structures are principally active.

17.4 The purposes of the UK Consultative Forum shall be:

~~17.1~~ To provide a forum in which the Company's strategy and policy can be debated with those who are responsible for the management of its delivery on an operational level, and to allow for input, influence and feedback into that strategy and policy.

~~17.2~~ To provide a forum in which operational plans and priorities can be debated and reviewed on an annual basis - thus informing the planning and review processes at Board level within the Company.

17.5 The UK Consultative Forum shall (if formed in the relevant year) meet annually to discuss and agree operational plans which seek to fulfil the objectives of the Company's strategy.

17.6 Any home countries skating association or English region may claim representation on the sub-group of the Company's Finance portfolio, so long as it can demonstrate that it represents a minimum of 25 per cent of the Company's total membership

- 17.7** There should be home countries skating association involvement with skater development initiatives which need to be separately presented to the various home countries Sports Councils for funding - e.g., in respect of talent identification
- 17.8** The Company shall have the right to be represented, with observer status, at all meetings of the home countries' and English regions' executive committees, boards of directors or committees. It is a requirement of affiliation that all associations seeking membership to the Company shall include provision for this in their respective constitutions.
- 17.9** There shall be established (and amended from time to time as circumstances shall require) formal agreements between the Company and the home countries skating associations and English regions, which detail the respective roles and responsibilities of each - and which especially bind the home nations skating associations and English regions into remaining within the scope of the United Kingdom structure created by the Company. Operational plans will be agreed annually with home nations skating associations and English regions, and failure to comply may affect the affiliation status of the organisation concerned.
- 18** Accounts
- 18.1** The financial affairs of the Company shall be operated in accordance with the principles and procedures as laid down in the Company's financial procedures manual prepared from time to time by the Chief Executive and the Finance Officer. A copy of this manual is to be held by the Company and may be inspected by Full Annual Members, on application, at its head office during office hours upon payment of an inspection fee of £15 or such other sum laid down by the Board from time to time. The Auditors will also be provided with a current copy of the manual and with any updates or amendments as they arise.
- 18.2** Annual Accounts shall be prepared, and shall be laid before the AGM in every year. A copy shall be published on the Website not less than twenty-one clear days before the date of the GM concerned.
- 18.3** The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Company or any of them shall be open to the inspection of Members (not being Directors) and no Member (not being a Director) shall otherwise have any right of inspecting any accounting records or document of the Company.
- 19** Notices
- 19.1** A notice may be served by the Company upon any Member either personally or by sending it by Letter post or by e-mail to his notified e-mail address.
- 19.2** A notice given to any representative of an Affiliated Association, an Affiliated Club or Other Affiliate shall be binding on the body which he represents and any proceedings taken without further or other notice shall be binding on such body.
- 20** Minutes
- The Company, the Board and every sub-group shall cause minutes to be kept of all meetings, including the names of those present, and all orders made or directions given,

and all resolutions of the meeting which (save matters confidential to the Board) shall be published on the Website.

21 Indemnity and responsibility

- 21.1** Any person who serves either by election, appointment or at the request of the Company or its Board as an official of the Company in any capacity shall be deemed its representative for the purpose of this Article and shall be indemnified by or on behalf of the Company against expenses, judgement, fines and accounts paid in settlement actually and reasonably incurred by such person who was or is a party to any pending or completed action, suit or proceedings whether civil, administrative or investigative by reason of such service, provided that such person acted in good faith.
- 21.2** Notwithstanding the provisions of the preceding paragraph, when a representative of the Company acting on its behalf exceeds his authority, any subsequent commitment or agreement resulting therefrom shall not be binding upon the Company unless ratified by it, if the third party thereto knew or had any reason to believe that such authority had not been given.
- 21.3** This Article shall only have effect in so far as its provisions are not avoided by sections 532 and 533 of the Act, or any statutory modification or re-enactments thereof for the time being in force. To the extent permitted by the law the Directors may arrange insurance cover at the cost of the Company in respect of any liability, loss or expenditure incurred by any Director or officer of the Company or its subsidiaries or member of any of its Committees in relation to anything done or alleged to have been done or omitted to be done as Director or officer or member.