

Company No 02677064

**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**Adopted by Special Resolution on: 2 December 2017**

**OF THE**

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

**Incorporated on 13 January 1992**

## TABLE OF CONTENTS

Clause	Heading	Page
<b>Part 1</b>	<b>Interpretation, Objects and Limited Liability</b>	
1	Defined terms	4
2	Name and Registered Office	7
3	Objects	8
4	Powers	9
5	Liability of members	10
<b>Part 2</b>	<b>Directors and Other Officeholders</b>	
6	Directors' general authority	10
7	Directors may delegate	10
8	Committees	11
9	Directors to take decisions collectively	12
10	Unanimous decisions	13
11	Calling a meeting of the Board	13
12	Participation in meetings of the Board	14
13	Quorum for meetings of the Board	14
14	Chairing meetings of the Board	15
15	Casting vote	15
16	Conflicts of interest	15
17	Records of decisions to be kept	16
18	Directors' discretion to make further Rules and Regulations	17
19	Composition of the Board	18
20	Methods of appointing directors	19
21	Termination of director's appointment	22
22	Directors' expenses	23
23	Chair and Officeholders	23
24	Casual vacancies	24
25	Chief Executive	24
26	Company Secretary	24
<b>Part 3</b>	<b>Members</b>	
27	Classes of membership	25
28	Applications for membership	27
29	Conditions of membership	27
30	Termination of membership	28
31	Notice of and Calling general meetings	30
32	Purposes of general meetings	31
33	Attendance and speaking at general meetings	32
34	Quorum for general meetings	33
35	Chairing general meetings	33
36	Attendance and speaking by directors and non-members	33
37	Adjournment of general meetings	33
38	Voting: general	34

**TABLE OF CONTENTS (continued)**

<b>Clause</b>	<b>Heading</b>	<b>Page</b>
39	Errors and disputes	36
40	Poll votes	37
41	Postal Ballot	38
42	Content of proxy notices	38
43	Delivery of proxy notices	39
44	Amendment to resolutions	39
45	Written resolutions	40
<b>Part 4</b>	<b>Administrative Arrangements</b>	
46	Means of communication to be used	41
47	Limitation on right to inspect accounts and other records	42
48	Indemnity	42
49	Insurance	43
50	Winding-Up or Dissolution	43
<b>Annex</b>		
1	Model Form of Proxy Notices	44

**THE COMPANIES ACT 2006**

---

**PRIVATE COMPANY LIMITED BY GUARANTEE**

---

**ARTICLES OF ASSOCIATION**

- of the -

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

---

**PART 1**

**INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY**

**1. Defined Terms**

1.1. In these Articles, unless the context requires otherwise:

"the 2006 Act"	Means the Companies Act 2006 as modified by statute or re-enacted from time to time;
"Affiliated Association"	Means an association of the Sport affiliated to NISA as described in Article 27.2.3;
"Affiliated Club"	Means a club operating in the Sport and affiliated to NISA as described in Article 27.2.4;
"Articles"	Means these articles of association, as may be amended from time to time;
"Associate Members"	Means individual members associated with NISA as described in Article 27.4;
"bankruptcy"	Includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
"the Board"	Means the board of directors of the Company established from time to time in accordance with Articles 19 and 20, the members of which are the directors of the Company for the purposes of the Companies Acts;

"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;
"Chair"	Means the chair of the Board as appointed by the Board in accordance with Articles 19 and 20;
"chair of the meeting"	Has the meaning given in Article 14 (in respect of a board meeting) or Article 35 (in respect of a general meeting);
"Chief Executive"	Means the person appointed as chief executive of the Company in accordance with Article 25;
"Code for Sports Governance"	Means the Code for Sports Governance published by the English Sports Council ("Sport England") and the United Kingdom Sports Council ("UK Sport") in October 2016 and any subsequent modified or successor Code;
"Companies Acts"	Means the Companies Acts (as defined in section 2 of the 2006 Act), in so far as they apply to the Company;
"Company" or "NISA"	Means the National Ice Skating Association of the United Kingdom Limited;
"Co-opted Director"	Means a director appointed in accordance with Articles 19.3 and 20.1;
"Company Secretary"	Means the person appointed from time to time under Article 26 and who shall be the company secretary of the Company for the purposes of the Act;
"director"	Means a director of the Company, and includes any person occupying the position of a director, by whatever name called;
"document"	Includes, unless otherwise specified, any document sent or supplied in electronic form;
"electronic form"	Has the meaning given in Section 1168 of the 2006 Act;
"Full Annual Member"	Means an individual full annual member of NISA as described in Article 27.2.1;
"general meeting"	Means an annual general meeting or other general meeting of the Company;
"hard copy form"	Has the meaning given in Section 1168 of the 2006 Act;
"Independent Director"	Means a director appointed in accordance with Article 19.3 and 20.1 and who is "independent" within the definition set out in the Code for Sports Governance (repeated below in this Article 1.1) and any subsequent modified or successor Code;
"independent"	Means being free from any close connection to NISA and, from the perspective of an objective outsider, being viewed as independent. A person may still be deemed to be 'independent' even if he or she is a member of NISA and/or

	<p>participates in the sport.</p> <p>Examples of a 'close connection' include:</p> <p>(A) being, or having within the last four years been, actively involved in NISA's affairs, e.g. as a representative of a specific interest group within the association such as a sporting discipline, a region or a home country;</p> <p>(B) being, or having within the last four years been, an employee of NISA; or</p> <p>(C) having close family ties with any of the NISA's directors or senior employees;</p>
"Independent Scrutineer"	Means a duly qualified individual from an accountancy firm, legal firm or other suitable professional body and who shall not be a member, director or employee of the Company;
"the ISU"	Means the International Skating Union;
"Life Member"	Means an individual life member of NISA as described in Article 27.2.2;
"members"	Means the Voting Members and Non-Voting Members together;
"Nominated Director"	Means a director (who shall not be considered an Independent Director) elected by the Voting Members in accordance with Articles 19 and 20;
"Nominations Committee"	Means the nominations committee for the Company established by the Board, and whose members shall be a majority of Independent Directors;
"Non-Voting Members"	Means all members of the Company other than the Voting Members and who shall not be members for the purposes of the Companies Acts;
"the Office"	Means the registered office of the Company;
"ordinary resolution"	Has the meaning given in Section 282 of the 2006 Act;
"Other Affiliate"	Means an organisation or body affiliated to NISA as described in Article 27.2.5;
"Participant"	Means any skater, coach, manager or official whose participation in the Sport requires permission, authority or a licence (directly or indirectly) from the Company, the International Skating Union ("ISU") or any constituent part of either of them;
"participate"	In relation to a directors' meeting, has the meaning given in Article 12;
"a poll"	Means a method of voting using a polling card or electronic equivalent;
"proxy notice"	Has the meaning given in Article 42;
"Regulations"	Means the rules, policies regulations, terms of reference and standing orders of the Company made by the Board in accordance with Article 18.1 and as amended from time to time;

"Rules"	Means the rules and policies of the Company made by the Board in accordance with Article 18.2 and as amended from time to time;
"Senior Independent Director"	Means an Independent Director who is appointed by the Board with responsibilities including (but not limited to): leading on the appraisal of the Chair's performance; and acting as an alternative point of contact when the normal channel through the Chair is inappropriate (for example, when the Chair has a conflict of interest);
"Senior International Federation position"	Means the Presidency, a Board or Executive Committee position, or a Council Member position of the ISU or any successor International Federation;
"special resolution"	Has the meaning given in Section 283 of the 2006 Act;
"subsidiary"	Has the meaning given in Section 1159 of the 2006 Act;
"the Sport"	Means Ice Skating, including the disciplines established from time to time in the branches of Speed Skating and of Figure Skating, in the forms governed by NISA and by the ISU or any successor international federation to the ISU;
"Territory"	Means the United Kingdom of Great Britain and Northern Ireland;
"Voting Members"	Means the members of the Company who are in classes of membership which are entitled to receive notice of, attend and vote at general meetings and who are members of the Company for the purposes of the Companies Acts;
"writing"	Means the representation or reproduction of words, symbols or other information in a visible form by any method, whether sent or supplied in electronic form or otherwise.

1.2. Unless the context otherwise requires, other words or expression contained in these Articles bear the same meaning as in the 2006 Act as in force on the date when these Articles became binding on the Company.

1.3. Words importing the singular number shall include the plural number and vice versa. Words importing the masculine gender only shall include the feminine gender and any other appropriate gender. Words importing persons shall include corporations and unincorporated associations.

1.4. For the purpose of Section 20 of the 2006 Act, the relevant model articles shall be deemed to have excluded fully and replaced with the provision of these Articles.

## 2. Name and Registered Office

2.1. The name of the Company is the National Ice Skating Association of the United Kingdom Limited.

2.2. The Office of the Company is to be in England and Wales.

### **3. Objects**

3.1. The objects for which the Company is established ("Objects") are:

- 3.1.1. to acquire the assets and undertakings of the National Ice Skating Association of Great Britain Limited and any of their associated or subsidiary companies, and of the unincorporated associations called the National Skating Association of Great Britain and the Federation of Ice Skating, and of any other relevant association of the Sport in the United Kingdom of Great Britain and Northern Ireland; and, with a view thereto, to enter into any agreement for that purpose and to discharge its own liabilities and responsibilities;
- 3.1.2. to act as the representative member federation for the Territory in international affairs and to affiliate to, and carry out functions delegated to it by, the ISU and other relevant bodies;
- 3.1.3. to promote, administer and encourage the development of, and participation in, the Sport as the national governing body of the Sport within the Territory;
- 3.1.4. to develop and implement a strategy for the development of the Sport within the Territory, including strategies for each of: performance at international and national level; national competition; the special needs of disabled participants; the development of the skills of coaches and officials; and increasing competitive, recreational and leisure participation in the Sport;
- 3.1.5. to make and vary all such rules for persons participating in the Sport in the Territory (including rules against doping in the Sport) from time to time;
- 3.1.6. to develop commercial, marketing and public relations programmes for the Sport within the Territory;
- 3.1.7. to develop competition programmes and co-ordinate competition events across the Territory;
- 3.1.8. to select the representative individuals and teams to represent the Territory in international events;
- 3.1.9. to consult and co-operate with other organisations operating in the Sport within the Territory in all matters relating to the administration and promotion of, and participation in, the Sport;
- 3.1.10. to develop and nurture relationships between the Company and the principal sports governing bodies within the Territory, the British Olympic Association, the British Paralympic Association, the United Kingdom Sports Council ("UK Sport"), the Home Country Sports



Councils, the relevant Commonwealth Games Councils and related government departments within the Territory;

3.1.11. to take such action from time to time as the Board may consider desirable for the benefit of the Sport and of the members of the Company;

3.1.12. to undertake and execute charitable trusts for the benefit of the Sport;

3.1.13. to delegate from time to time such functions relating to the Sport to home country, regional or discipline bodies within the Territory as the Board may consider appropriate; and

3.1.14. to do all such other things as shall be thought fit to further the interests of the Sport and of the Company or to be incidental or conducive to the attainment of all or any of the Objects stated in this Article 3.

#### **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 ("the Powers").

4.2. 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, overtly or covertly, by way of distribution, bonus or otherwise by way of profit to the members of the Company.

4.3. Nothing in Article 4.2 shall prevent the payment in good faith by the Company:

4.3.1. to any director, committee or sub-committee member of reasonable and proper out-of-pocket expenses in accordance with Article 22;

4.3.2. to any director, committee or sub-committee member of a reasonable honorarium which has been approved in advance by the Board;

4.3.3. of interest on money lent by a member of the Company or its directors at a commercial rate of interest;

4.3.4. of reasonable and proper rent for premises demised or let by any member of the Company or by any director;

4.3.5. of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the directors (or any of them) in relation to the Company; and

4.3.6. of such other payments as are permitted by these Articles.

## **5. Liability of Members**

5.1. The liability of each member is limited to £1 being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year after he ceases to be a member, for any of the items set out in Article 5.2

5.2. The items for which the members undertake to contribute are:

5.2.1. payment of the Company's debts and liabilities contracted before he ceases to be a member;

5.2.2. payment of the costs, charges and expenses of winding up; and

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

## **PART 2**

### **DIRECTORS AND OTHER OFFICEHOLDERS**

#### **DIRECTORS' POWERS AND RESPONSIBILITIES**

## **6. Directors' general authority**

6.1. Subject to these Articles, any Rules and Regulations made pursuant to them and the Companies Acts, the Board is responsible for the management of the Company's business, for which purpose it may exercise all the powers of the Company.

6.2. No resolution passed by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if such resolution had not been passed.

## **7. Directors may delegate**

7.1. Subject to the 2006 Act and any subsequent legislation and to these Articles, the Board may delegate any of the powers which are conferred on it under these Articles:

7.1.1. to such body (including subsidiary or affiliated companies, if any);

7.1.2. to such committee;

7.1.3. to such person;

7.1.4.by such means (including by power of attorney);

7.1.5.to such an extent (except that a single director may not bind the Company);

7.1.6.in relation to such matters or territories;

7.1.7.on such terms and conditions; and

as it thinks fit.

7.2.All acts and proceedings delegated under Article 7.1 shall be reported to the Board in due course.

7.3.The Board may revoke any delegation, in whole or in part, or alter its terms and conditions.

## **8. Committees**

8.1.The Board shall establish committees of the Board dealing, respectively, with (a) audit, risk and governance matters and (b) nominations matters.

8.1.1.The Board shall establish the following committees of the Company for the purpose of providing technical expertise:

- 8.1.1.1.1. Figure Skating - Ice Dance;
- 8.1.1.1.2. Figure Skating - Singles/Pairs;
- 8.1.1.1.3. Figure Skating - Synchro;
- 8.1.1.1.4. Speed Skating - Long Track;
- 8.1.1.1.5. Speed Skating - Short Track;
- 8.1.1.1.6. Coaching;
- 8.1.1.1.7. Participation Development;
- 8.1.1.1.8. Performance & Talent; and
- 8.1.1.1.9. Membership Engagement;

provided that:

8.1.1.2. such technical advisory committees shall have a majority of their committee members elected by the Voting Members by postal or electronic ballot, and the remaining committee members shall be appointed by the Board;

8.1.1.3. all technical advisory committee member positions shall have a skills-based role description and a person specification set out by the Nominations Committee and endorsed by the Board;

8.1.1.4. the Nominations Committee shall review all candidates for the elected positions on the technical advisory committees, against the relevant skills-based role descriptions and

person specifications, and then provide advice (regarding whether the candidates meet the requirements of the role descriptions and person specifications) to the Voting Members and the Board in advance of the relevant general meeting or Board meeting;

8.1.1.5. in the interests of a proper separation of functions within the Company, no director may simultaneously be a member of any technical advisory committee;

8.1.1.6. each technical advisory committee shall appoint a member with the relevant skills and experience to be the committee's chair, subject to endorsement of such committee chair by the Board;

8.1.1.7. the members of technical advisory committees, whether elected or appointed, may serve a maximum of two consecutive terms of office of four years each;

8.1.1.8. in calculating the maximum terms in office for any technical advisory committee member, any period of his or her appointment to fill a casual vacancy shall be included in the calculation; and

8.1.1.9. no member of a technical advisory committee, who has held office for the maximum number of terms allowed under Article 8.2.1.6, shall stand for election or appointment to a technical advisory committee until at least four years have elapsed since the completion of his maximum of terms.

8.2. The Board may establish, as it deems necessary:

8.2.1. other committees of the Company for the purposes of the promotion, development, competition, performance and/or participation in the Sport nationally and/or regionally; and

8.2.2. such other committees of the Board or committees of the Company as the Board thinks fit.

8.3. Committees to which the Board delegates any of its powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by the Board.

8.4. The Board may make rules of procedure for all or any committees of the Board or committees of the Company which supplement rules derived from these Articles.

8.5. The quorum for meetings of any committee formed pursuant to the provisions of these Articles shall be at least three.

## **DECISION-MAKING BY DIRECTORS**

### **9. Directors to take decisions collectively**

9.1. Directors are to take decisions collectively as the Board.

9.2. Any decision of the Board must be either a majority decision or a unanimous decision taken in accordance with Article 10.

## **10. Unanimous decisions**

10.1. A decision of the Board is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter.

10.2. Such decision may take the form of a resolution in writing, of which each eligible director has signed one or more copies or to which each eligible director has otherwise indicated agreement in writing.

10.3. References in this Article to eligible directors are to directors who would have been entitled to vote on the matter if it had been proposed at a meeting of the Board.

10.4. 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.

## **11. Calling a meeting of the Board**

11.1. The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as the Board thinks fit, provided that at least four such meetings shall be held in each year.

11.2. The Board shall report on its activities to the members of the Company at the annual general meeting.

11.3. The Chair or any two directors may call a meeting of the Board by giving seven days' (or less in the case of an emergency as so determined by the persons calling the meeting) notice of the meeting to the directors or by directing the Company Secretary to give such notice.

11.4. Notice of any meeting of the Board must indicate:

11.4.1. its proposed time and date;

11.4.2. where it is to take place; and

11.4.3. 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.

11.5. Notice of a meeting of the Board must be given to each director, but need not be in writing, save that such notice shall be posted on the Company's website. A director who is absent from the United Kingdom shall be entitled to notice of a meeting if he has provided a valid email address.

## **12. Participation in meetings of the Board**

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

12.1.1. the meeting has been called and takes place in accordance with these Articles; and

12.1.2. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

12.2. 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.

12.3. 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.

## **13. Quorum for meetings of the Board**

13.1. At a meeting of the Board, unless a quorum is participating, no proposal is to be decided or voted on, except a proposal to call another meeting.

13.2. The quorum for meetings of the Board may be fixed from time to time by a decision of the Board, but it must include at least one Independent Director and at least two Nominated Directors and must never be less than six, and unless otherwise fixed, it is six.

13.3. Subject to Article 13.4, the Board may act notwithstanding any vacancy in its body.

13.4. If the total number of directors for the time being is less than the quorum required, the directors must:

13.4.1. act expeditiously to bring the total number of directors above the quorum required; and

13.4.2. not take any decision other than a decision:

13.4.3. **either** to fill a casual vacancy arising among the directors in accordance with Article 24;

13.4.4. **or** to call a general meeting so as to enable the Voting Members of the Company to fill a casual vacancy arising among the directors in accordance with Article 24; or

13.4.5. to admit Voting Members to the Company.

#### **14. Chairing of meetings of the Board**

- 14.1. The Chair shall chair meetings of the Board. The Chair shall preside as chair at all meetings of the Board at which he is present.
- 14.2. If, at any meeting of the Board, the Chair is not present within fifteen minutes after the time appointed for holding the meeting, or if he is not willing to preside, the Vice Chair (as defined under Article 19.3.2) shall chair the meeting and, failing him, the directors present shall choose one of their number to be the chair of the meeting. The person so appointed for the time being is known as "the chair of the meeting" and this term shall include the Chair and Vice Chair where appropriate.

#### **15. Casting vote**

- 15.1. If the numbers of votes for and against a proposal are equal, the chair of the meeting of the Board has a casting vote. This does not apply if, in accordance with these Articles, the Chair, the Vice Chair or the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

#### **16. Conflicts of Interest**

- 16.1. The Board shall cause a register to be maintained of all material interests of the directors of the Company.
- 16.2. Subject to Article 16.3, if a proposed decision of the Board is concerned with an actual or proposed transaction or arrangement with the Company in which a director is interested, that director is prohibited from being counted as participating in the decision-making process for quorum or voting purposes.
- 16.3. The prohibition under Article 16.2 shall not apply when:
- 16.3.1. the Board authorises the director, counting towards the quorum and voting on the transaction or arrangement, in accordance with Section 175 of the 2006 Act, notwithstanding such interest;
- 16.3.2. the director need not declare an interest pursuant to Section 177 or 182 of the 2006 Act; and
- 16.3.3. the director's conflict of interest arises from a permitted cause.
- 16.4. For the purposes of Article 16.3, the following are "permitted causes":

- 16.4.1. a guarantee, security or indemnity given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries (if any);
- 16.4.2. subscription, or an agreement to subscribe, for securities of the Company or any of its subsidiaries (if any), or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
- 16.4.3. arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Company or any of its subsidiaries (if any) which do not provide special benefits for directors or former directors.
- 16.5. For the purpose of this Article 16, references to proposed decisions and decision-making processes include any meeting of the Board or part of a meeting of the Board.
- 16.6. The Board shall adopt a director's code of conduct that, amongst other things, requires all directors to act at all times, with integrity, in a forthright and ethical manner and in accordance with the Company's management of conflicts of interest policy.
- 16.7. Where proposals are under consideration concerning the appointment of two or more directors to employment with the Company or any body corporate in which the Company is interested, the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason prohibited from voting ) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.
- 16.8. If a question arises at a meeting of the Board or of a committee of the Board as to the right of a director or a non-director committee member to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question is to be decided by a decision of the directors participating at that meeting, for which purpose the director or a non-director committee member concerned is not counted as participating in that part of the meeting for voting or quorum purposes.
- 16.9. A director may vote, and count towards the quorum, in regard to any transaction or arrangement in which he has, or can have, a direct or indirect conflict of interest that conflicts, or possibly may conflict, with the interest of the Company, only where such matter have been authorised in accordance with Article 16.3.
- 16.10. The Company may, by ordinary resolution, suspend or relax to any extent, either generally or in respect of any particular matter, any provision of these Articles prohibiting a director from voting at a meeting of the Board or a committee formed under Articles 7 and 8, provided that any such ordinary resolution takes due account of the requirements of the Code for Sports Governance in respect of the management of conflicts of interest.

## **17. Records of decisions to be kept**



- 17.1. The Board must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every appointment by the Board and of every unanimous or majority decision taken by the Board (and all committees) and by the Company at general meetings.
- 17.2. 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.
- 17.3. After signing, records (apart from the sections of same deemed to be of a confidential nature by the Board) of Board meetings, shall be posted on the Company's website.

## **18. Directors' discretion to make further Rules and Regulations**

- 18.1. The Board may from time to time make, vary and revoke, propose variations to and revocations of, Regulations relating to membership and/or affiliation to the Company, including (without limitation) Regulations:
  - 18.1.1. setting out different categories of membership of the Company;
  - 18.1.2. setting out annual fees (whether fixed or at differential rates) payable by Participants, members (with the exception of existing Life Members) and Associate Members (as defined under Article 27.4);
  - 18.1.3. setting out rights, privileges and obligations of the different categories of members;
  - 18.1.4. for the appointment of committees to assist the Board in the better management of the Company; and
  - 18.1.5. setting out terms of reference as to the function, role and operation of committees to assist the Board in the better management of the Company.
- 18.2. The Board shall have the power to make, vary and revoke Rules for the better management of the Company including (without limitation):
  - 18.2.1. rules to govern and control the Sport, taking due account of the requirements of the ISU;
  - 18.2.2. rules to ensure compliance with national and international rules relating to doping control;
  - 18.2.3. rules setting out disciplinary procedures for members;
  - 18.2.4. rules for the promotion and organisation of competitions;
  - 18.2.5. safeguarding policies;

18.2.6. equity and equality policies; and

18.2.7. such other rules or policies as the Board thinks fit.

18.3. Regulations and Rules made under Articles 18.1 and 18.2:

18.3.1. shall take due account of the requirements of the Code for Sports Governance, including the requirement to engage with members and other stakeholders and to listen to their views; and

18.3.2. must be compliant with the Companies Acts and these Articles in order to be valid; and

18.3.3. shall be published on the Company's website.

## **APPOINTMENT OF DIRECTORS AND OTHER OFFICEHOLDERS**

### **19. Composition of the Board**

19.1. The number of directors on the Board shall not be less than eleven and shall be subject to a maximum of twelve, unless any larger number is agreed from time to time with the United Kingdom Sports Council and/or the English Sports Council.

19.1.1. All director positions on the Board shall be non-executive.

19.2. There shall be no provision for alternate directors and no proxy votes shall be allowed in meetings of the Board.

19.3. The Board shall comprise the following director positions:

19.3.1. the Chair, who shall be appointed by the Board (and who shall, if so required by the United Kingdom Sports Council and/or the English Sports Council, be independent in accordance with the definition of independence in the Code for Sports Governance);

19.3.2. the Vice Chair, with relevant experience in any one or more of the disciplines of ice skating, who shall be a Nominated Director elected by the Voting Members by postal or electronic ballot;

19.3.3. three Nominated Directors, each with relevant experience and expertise in one of the disciplines of the branch of figure skating, who shall be elected by the Voting Members by postal or electronic ballot;

19.3.4. two Nominated Directors, each with relevant experience and expertise in one of the disciplines of the branch of speed skating, who shall be elected by the Voting Members by postal or electronic ballot;

- 19.3.5. three Independent Directors with relevant financial, and/or governance, and/or legal, and/or commercial experience and expertise, who shall be appointed by the Board;
- 19.3.6. up to one other Nominated Director, who shall be elected by the Voting Members by postal or electronic ballot, to fill such a position as the Board may from time to time in its sole discretion establish in order to bring experience and expertise in a specified field of the Sport, such as any new discipline as may be recognised by NISA and/or ISU;
- 19.3.7. up to one such other person, as the Board may, in exceptional circumstances temporarily co-opt to the Board as a Co-opted Director on account of his experience and expertise in a field, or the territory, which the Board deems necessary to ensure that it has the skills and / or experience for the pursuit of the Objects.
- 19.4. The Board shall appoint one out of the Independent Directors, or shall otherwise co-opt an independent person as the Co-opted Director, to fill the position of Senior Independent Director and shall determine the period for which that person shall serve in that office.
- 19.5. The Board shall use best endeavours to ensure that at all times:
- 19.5.1. at least 25% of the Board is made up of Independent Directors; and
- 19.5.2. at least 30% of the Board is made up of women or men, as the case may be.
- 19.6. For the purposes of representing NISA to the ISU, the Chair for the time being shall also carry the title of President, and the Vice-Chair for the time being shall also carry the title of Vice-President.
- 19.6.1. In the case where the position of the Chair is held by an independent person, the Board may at its sole discretion decide that the Vice-Chair for the time being shall carry the title of President.

## **20. Method of appointing directors and other officeholders**

- 20.1. All director positions shall have a skills-based role description and a person specification set out by the Nominations Committee and endorsed by the Board. The Nominations Committee shall maintain a matrix of the Board's actual and required skills and shall:
- 20.1.1. review all candidates for the positions of the Nominated Directors, against the relevant skills-based role descriptions and person specifications, and then provide advice (regarding whether the candidates meet the requirements of the role descriptions and person specifications) to the Voting Members in advance of the relevant general meeting;
- 20.1.2. review any candidates for any position as a Co-opted Director, against the relevant skills-based role descriptions and person specifications, and then provide advice regarding the

candidates' suitability to the Board in advance of the relevant meeting at which a decision on the appointment of any Co-opted Director is to be made; and

20.1.3. invite applications through a process of open public advertising and review all applicants for the positions of the Chair and the Independent Directors, against the relevant skills-based role descriptions and person specifications, and then provide advice regarding the applicants' suitability to the Board in advance of the relevant meeting at which a decision on the appointment of the Chair or of any Independent Director is to be made.

20.2. Notwithstanding any prior or existing agreement or understanding between any or all of the directors and the Company, or any provision contained in these Articles, the Board shall shorten the appointment term of any director for the sole purpose of ensuring that no director (whether already holding office at the date of adoption of these Articles or whether appointed, elected or co-opted subsequently) shall hold office for more than two consecutive terms of four years.

20.2.1. In calculating the maximum terms in office for any director of the Company, any period of his or her appointment to fill a casual vacancy, or of co-option, shall be included in the calculation.

20.2.2. In exceptional circumstances, where there is a requirement for continuity of particular skills and experience on the Board, the Board may, at its sole discretion, extend the term of office of a director by one year.

20.3. No director, who has held office for the maximum number of terms allowed under Article 20.2, shall stand for election, appointment or co-option to the Board until at least four years have elapsed since the completion of his maximum of terms.

20.4. All acts carried out in good faith at any meeting of the Board or of any committee of the Board, 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 valid as if every such person had been duly appointed or had duly continued in office.

20.5. A person who is any of the following shall not be entitled to stand for appointment, election or co-option to any position of a director on the Board or as a member of a technical advisory committee (and the Board shall be entitled to require any candidate for the office of a director, or as a member of a technical advisory committee, 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 appointment, election, co-option or not):

20.5.1. 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);

- 20.5.2. 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); or
- 20.5.3. a person who acts as a coach in return for remuneration of any kind and is not licensed by the Company to coach.
- 20.6. Candidates for election to the positions of Nominated Directors, or to the positions of elected technical advisory committee members, shall be Full Annual Members or Life Members, and:
- 20.6.1. must not be disqualified from standing for election by virtue of Article 20.5 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
- 20.6.2. must indicate the principle discipline, in which they hold an interest, to the reasonable satisfaction of the Board, or the Nominations Committee, and in such reasonable manner set out by the Board or the Nominations Committee.
- 20.7. A notification shall be posted prominently on the Company's website concurrently with the 80 (eighty) days' advance notice of the date of a general meeting, when elections are due to take place, inviting nominations for the candidates for election to the positions of Nominated Directors on the Board, or of elected technical advisory committee members.
- 20.7.1. Nominations may be made by Full Annual Members and/or Life Members but not the nominee him or herself.
- 20.7.2. Each nomination for the specified Board position, or elected technical advisory committee position, must be seconded by a Full Annual Member or Life Member, and received by the Company not less than thirty-five days before the relevant general meeting ("the closing date"). To be effective, each nomination must be accompanied by:
- 20.7.2.1. a written declaration by the nominee that he/she is prepared to serve if elected; and
- 20.7.2.2. a summary of the nominee's skills and expertise, in accordance with Article 20.1, including a statement of the nominee's aims and objectives in contributing to the work of NISA, if elected.
- 20.7.3. The Company shall not divulge the identities of members nominated to stand for election until after the closing date.
- 20.7.3.1. The names of all nominators and seconders shall be published after the closing date.
- 20.8. Voting Members shall directly elect Nominated Directors, or elected technical advisory committee members, to their positions by a simple majority of votes by a postal or electronic ballot.

- 20.8.1. Each member entitled to vote by proxy shall have one vote in relation to each position that is the subject of that ballot.
- 20.8.2. To ensure confidentiality of voting in respect of the elections of Nominated Directors, or of elected technical advisory committee members, all votes must be delivered directly to the Independent Scrutineer's office by noon, five clear working days before the day of the election general meeting.
- 20.8.2.1. The Independent Scrutineer will receive the sealed envelopes and confirm the Voting Member's entitlement to vote against current membership records supplied by the Company for this purpose.
- 20.8.2.2. All valid votes will then be counted by the Independent Scrutineer and the results of the count shall be handed to the chair of the meeting in a sealed envelope, to be opened in the presence of the Independent Scrutineer and the members present, and the chair of the meeting shall then announce the results.
- 20.8.3. In the event of a tied vote for a Nominated Director position, or for an elected technical advisory committee member position, or if there is no candidate for such position, a casual vacancy is deemed to exist. In such event, acting reasonably and in the best interests of the Company, the Board shall make an appointment to fill such casual vacancy until the next following general meeting.

## **21. Termination of director's appointment**

- 21.1. Without prejudice to the provision of Section 168 of the 2006 Act, a person shall cease to be a director of the Company as soon as:
- 21.1.1. that person ceases to be a director by virtue of any provision of the Companies Act or is otherwise prohibited from being a director by law;
- 21.1.2. a bankruptcy order is made against that person;
- 21.1.3. an arrangement is made with that person's creditors generally in satisfaction of that person's debts;
- 21.1.4. 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;
- 21.1.5. by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- 21.1.6. unless the Board resolves otherwise, that person shall without sufficient reason for more than three consecutive Board meetings have been absent without permission of the Board;

21.1.7. that person is requested in writing to resign by at least 75% of the other directors acting together, in the event that such person proves, in the reasonable opinion of such 75% of the other directors, to be in dereliction of duty or incompetent, to have lost interest in his or her role on the Board, to have lost the special skills which originally qualified the person for the position, or to have materially failed to meet the requirements of the code of conduct of the Board that is mandated under the 2016 Code for Sports Governance or any amendment thereof;

21.1.8. that person fails a "fit and proper persons" test;

21.1.9. a director has completed the maximum consecutive terms of office permitted under these Articles; or

21.1.10. that person, being a member of the Company, ceases to be a member; or

21.1.11. notification is received by the Board from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

21.2. A person serving as Chair, Vice-Chair or Senior Independent Director, who ceases to be a director for whatever reason, shall be deemed to have resigned from his position as Chair, Vice-Chair or Senior Independent Director (as appropriate) and the vacancy shall be filled in accordance with these Articles. The vacancy created by any other director ceasing to be a director for whatever reason shall be filled in accordance with these Articles.

## **22. Directors' expenses**

22.1. The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

22.1.1. meetings of the Board or committees of the Board;

22.1.2. general meetings of the Company; and

22.1.3. or otherwise properly incurred in connection with the exercise of their powers and the discharge of their responsibilities as directors in relation to the Company.

## **23. Chair and Officeholders**

23.1. The responsibilities of the Chair shall include (but not be limited to):

23.1.1. leadership of the Board;

23.1.2. chairing meetings of the Board;

23.1.3. chairing general meetings of the Company;

23.1.4. acting as line manager for the Chief Executive; and

23.1.5. leading the annual review of effectiveness of the Board in exercising its powers and carrying out its responsibilities.

23.2. In the absence of the Chair for any reason, the responsibilities set out in Article 23.1 above shall be carried out by the Vice Chair.

23.3. The Board may, after due consultation with the Nominations Committee, appoint one or more persons from outside their number to be an Honorary Vice President of the Company on such terms and for such period as they think fit.

23.4. For the avoidance of doubt, any Honorary Vice-President shall not be a director *ex officio*.

#### **24. Casual Vacancies**

24.1. A casual vacancy arising among the offices of Chair, Vice-Chair, Nominated Directors, Independent Directors, the Co-opted Director, or among the members of technical advisory committees, shall be filled by the Board, after due consultation with the Nominations Committee, provided always that the person appointed to fill the vacancy shall hold office only until such time as the person he replaced was due to retire, but he shall be eligible for re-election or re-appointment (as the case may be) in accordance with these Articles.

#### **25. Chief Executive**

25.1. Subject to the provisions of the Companies Acts, the Chief Executive shall be appointed by the Board for such term, at such remuneration and upon such conditions as the Board may think fit, and any Chief Executive so appointed may be removed by the Board.

#### **26. Company Secretary**

26.1. Subject to the provisions of the Companies Acts, a company secretary may be appointed by the Board for such term, at such remuneration (if any) and upon such conditions as the Board may think fit, and any company secretary so appointed may be removed by the Board.

### **PART 3**

### **MEMBERS**



## BECOMING AND CEASING TO BE A MEMBER

### **27. Classes of Membership**

27.1. The Board may establish additional classes of membership, to those classes of membership set out in Article 27.2, and determine the rights and obligations of such additional classes of membership.

27.1.1. All members, in whatever class, may receive an appropriate benefits package as determined by the Board, from time to time.

27.2. The subscribers to the Memorandum of Association of the Company as at the date of its incorporation, and such other persons as are admitted to membership from time to time by the Board in accordance with these Articles (and any applicable Regulations established by the Board under these Articles), shall be the Voting Members of the Company in the following classes of membership:

27.2.1. Any existing Full Annual Member, who has been accepted as such at the date of the resolution adopting these Articles, (such acceptance being in accordance with the relevant Articles regarding applications for membership) shall continue to be a Full Annual Member.

27.2.1.1. Any person who is a Participant in the Sport shall, on his or her acceptance for membership, be a Full Annual Member.

27.2.1.2. To apply to be a Full Annual Member the applicant or (in cases where the applicant is a child under 16 years of age or otherwise lacks the necessary capacity) an authorised parent or guardian must complete and return the form 'application for membership' as prescribed by the Board from time to time, together with the relevant subscription.

27.2.1.2.1. The name of such authorised parent or guardian shall be entered on the 'application for membership' form, and any subsequent change of authorised parent or guardian of a Full Annual Member shall be notified to the Company in writing.

27.2.2. Any Full Annual Member who has paid all the appropriate subscriptions for the qualification period (in accordance with the relevant Articles regarding subscriptions) shall be a Life Member.

27.2.2.1. Those members who have been appointed as such at the date of the resolution adopting these Articles shall continue to be Life Members.

27.2.2.2. The qualification period for a person to become a Life Member shall be, prior to 1 January 2018, 25 consecutive years; and on or after 1 January 2018, 30 consecutive years.

- 27.2.2.3. A Life Member shall enjoy all the rights of a Full Annual Member but shall pay no subscriptions.
- 27.2.3. The Affiliated Associations are such associations of the Sport in 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 the Sport, who may be affiliated to the Company, subject to approval from time to time of any such Affiliated Association's constitution or articles of association by the Board and subject to payment of the appropriate subscription as determined by the Board together with any other requirements decided from time to time by the Board.
- 27.2.3.1. Each Affiliated Association is to maintain its own register of members, one copy of which must be deposited with NISA annually.
- 27.2.3.2. The members of the Affiliated Association may participate in International and NISA events and tests provided they are either Full Annual Members, Life Members or Associate Members. Judges and officials of NISA events and tests must be Full Annual Members or Life Members.
- 27.2.3.3. Affiliated Associations and their members may receive an appropriate benefits package as determined by the Board.
- 27.2.4. Clubs operating in the Sport within the United Kingdom may be affiliated to NISA, subject to the approval of the constitution or articles of association of such Affiliated Clubs by the Board and payment of the appropriate subscription together with any other requirements decided from time to time by the Board.
- 27.2.4.1. The members of Affiliated Clubs may participate in NISA events and tests provided they are also Full Annual Members, Life Members or Associate Members.
- 27.2.5. The Board may affiliate any other 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 of association and the payment of the appropriate subscription.
- 27.2.5.1. Members of Other Affiliates may participate in NISA events and tests provided they are also Full Annual Members, Life Members or Associate Members.
- 27.3. Every corporation and unincorporated association which is admitted as a Voting Member may exercise such powers as are prescribed by Part 9 of the 2006 Act.
- 27.4. The Board may from time to time admit Associate Members, who shall not be Voting Members of the Company, but who shall be subject to the Rules and Regulations of NISA.
- 27.5. 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 (including voting rights) and such privileges as the Board may from time to time determine.

## **28. Applications for Membership**

- 28.1. No person shall become a member of the Company unless:
- 28.1.1. that person has completed an application for membership in such form as required by the Board; and
  - 28.1.2. the Board, or any person or committee to which the Board has delegated such power, has approved the application or, in the case of Affiliated Associations, Affiliated Clubs or Other Affiliates, unless the Board has expressly approved and consented to their admittance.
- 28.2. The Board may delegate the function of approval to the Chief Executive on such terms and for such period(s) as the Board thinks fit. Notwithstanding any such delegation (unless the Board resolves otherwise), the Chief Executive shall refer to the Board, for approval, any bulk application for membership which could be considered as being made with the main intention of influencing voting at a general meeting of the Company.
- 28.3. Acceptance into membership of the Company shall be indicated by a written 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 into the relevant category of membership.
- 28.4. A list of the members of the Company shall be kept at the registered office of the Company and shall be subject to the provisions of the Data Protection Act 1998.

## **29. Conditions of membership**

- 29.1. All members of the Company shall be subject to the Rules and Regulations.
- 29.2. The Board may from time to time fix the levels of subscription, affiliation, licence and registration fees to be paid to the Company by members of the Company and by Participants in the Sport.
- 29.3. The members or the Participants (as the case may be) shall pay any subscription, affiliation, licence and/or registration fee set by the Board under Article 29.2.
- 29.3.1. Any member or Participant whose subscription, affiliation, licence and/or registration fee is in arrears, as defined by any Rules and Regulations of the Company, shall be deemed to have resigned his membership of the Company (in the case of a member) or shall be deemed ineligible to participate in the Sport (in the case of Participants) unless the Board decides otherwise.

- 29.4. A subscription shall become due on application to become a member of the Company (and shall be 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.
- 29.4.1. A Full Annual Member, Affiliated Association, Affiliated Club or Other Affiliate, who has failed to pay the appropriate subscription within one month of the due date for payment, shall cease to have a vote at general meetings of the Company while such payment is outstanding.
- 29.4.2. If within a period of three months from the date the appropriate subscription is due, a Full Annual Member, Affiliated Association, Affiliated Club or Other Affiliate does not pay the subscriptions, they shall cease to be a member of the Company.
- 29.4.2.1. A Full Annual Member, Life Member, Affiliated Association, Affiliated Club or Other Affiliate, 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.
- 29.4.3. If a Full Annual Member, Life Member, Affiliated Association, Affiliated Club or Other Affiliate resigns from membership of the Company at any time, by giving notice in writing to the Board, 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 subscription or other fee payment which is due.

### **30. Termination of membership**

- 30.1. A member may withdraw from membership of the Company by giving fourteen clear days' notice to the Company in writing.
- 30.2. A membership terminates automatically when a person dies, or a corporate body or association ceases to exist, or on the failure of the member to comply or to continue to comply with any condition of membership set out in the Articles or the Rules or Regulations.
- 30.3. Membership is not transferable.
- 30.4. Any person, corporate body or association ceasing to be a member forfeits all rights in relation to and claims upon the Company, its property and its funds and has no right to the return of any part of his/its annual fees.
- 30.5. It shall be the duty of the Board, if at any time the Board shall be of the opinion that the interests of the Company so require, by notice in hard copy form sent by prepaid post to a members' address, to request that member whether a Voting Member or a Non-Voting Member) to withdraw from membership of the Company within a time specified in such notice. No such notice shall be sent except on a vote of a majority of the directors present and voting, which majority shall include one half of the total number of the Board for the time being.

30.5.1. If, on expiry of the time specified in such notice, the member concerned has not withdrawn from membership by submitting notice in hard copy form of his resignation, or if at any time after receipt of the notice requesting him to withdraw from membership the member shall so request in hard copy form, the matter shall be submitted to a properly convened and constituted meeting of the Board. The Board and the member whose expulsion is under consideration shall be given at least fourteen days' notice of the meeting, and such notice shall specify the matter to be discussed.

30.5.1.1. The member concerned shall, at the meeting, be entitled to present a statement in his/its defence either verbally or in hard copy form, and he/it shall not be required to withdraw from membership unless a majority of the directors present and voting at the Board meeting shall, after receiving the statement in his defence, vote for his expulsion, or unless the member fails to attend the meeting without sufficient reason being given. If such a vote is carried, or if the member shall fail to attend the meeting without sufficient reason being given, he/it shall thereupon cease to be a member and in the case of a Voting Member his/its name shall be erased from the register of members.

30.5.1.2. The Board may exclude the member from the Company's premises until the meeting considering his/its expulsion has been held. For the avoidance of doubt, the member shall be entitled to attend the Company's premises to attend that meeting (if it is held at them) for the purpose of making his/its representations.

30.6. The Board may suspend, or terminate under Article 30.5, the membership of a member (which shall, for these purposes include an Associate Member or an Honorary Member), if:

30.6.1. either, the member is in breach of the Articles, Rules or Regulations, or the rules or 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 Rules and Regulations and such disciplinary hearing finds that such a breach has occurred and recommends the suspension or termination 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 termination of membership (as the case may be).

30.6.2. or, in the opinion of the Board, it is desirable and in the best interests of the Company that the member should cease to be a member; and the Board may only form this opinion if:

30.6.2.1. the member has been given at least 14 (fourteen) days notice in writing of the meeting of the Board at which the matter is to be considered and the reasons for the resolution(s); and

30.6.2.2. 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.

30.6.2.3. In forming its opinion under Article 30.6.2, the Board shall, inter alia, take into account whether 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.

30.7. A member who is suspended in accordance with Article 30.6 shall not be entitled to vote on any resolutions put forward at any general meeting or otherwise during the period of their suspension.

30.8. A person resigning in pursuance of a request from the Board, or whose membership is terminated under this Article 30, shall be disqualified from again becoming a member of the Company except with the written consent of the Board.

## **ORGANISATION OF GENERAL MEETINGS**

### **31. Notice of and Calling General Meetings**

31.1. General meetings are called on at least 28 clear days' written notice.

31.1.1. Such notice shall set out the agenda and business for the general meeting concerned.

31.2. A general meeting may be called at any time by the Board, or by the Company Secretary acting on behalf of the Board, or may be called on written request to the Board from at least 5% of the Voting Members.

31.3. On receipt of a written request made pursuant to Article 31.2, the Board, must call a general meeting within 21 days, and the general meeting must be held not more than 28 days after the date of the notice calling the general meeting.

31.3.1. If a general meeting is not convened by the Board, within 28 days after a requisition from the number of Voting Members set out in Article 31.2, a general meeting may be convened, at the expense of the Company, by the Voting Members making such requisition in accordance with Article 31.2.

31.4. The Company shall post advance notice of a general meeting on the Company's website at least 80 (eighty) days in advance of the date specified for such meeting. This notice shall be placed prominently and shall remain so until after the meeting in question has taken place.

31.4.1. Members wishing, in any year, to receive hard copy versions of any such 80 (eighty) day notification and all subsequent documentation, including any proposed resolutions, 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.

31.4.2. Proposals for business or resolutions relevant to the purposes of a general meeting may be put forward by a minimum of ten Voting Members, providing that such requested business is, in the opinion of the Board, consistent with the provisions of the Articles and does not

contravene any relevant legislation. Such proposals shall be sent in writing to the Board within 14 days after the 80 day advance notice of the general meeting.

31.4.3. All documents relating to a general meeting of the Company 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 Company's website at least 28 (twenty eight) 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 a period to be determined by the Board from time to time, for future reference.

31.4.4. The Company shall, in accordance with Article 46, notify the members of the postings of the relevant documents and notices on the Company's website.

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

## **32. Purposes of General Meetings**

32.1. The Company shall hold a general meeting in every calendar year as its annual general meeting at such time and place as may be determined by the Board and shall specify the meeting as such in notices calling it, provided that no more than fifteen months shall elapse between annual general meetings.

32.2. The annual general meeting shall be held for the following purposes:

32.2.1. to receive from the Board the Company's annual accounts and financial statements;

32.2.2. to receive from the Board a report of the activities of the Company since the previous annual general meeting;

32.2.3. to appoint the Company's auditors;

32.2.4. to elect any candidates to the positions of Nominated Directors for the ensuing terms of office;

32.2.5. to elect any candidates to the positions of elected members of technical advisory committees (as set out in Article 8.2.1.1) for the ensuing terms of office; and

32.2.6. to transact such other business as the Board may determine or (in the case that the annual general meeting has been called pursuant to a request from at least 5% of the Voting Members as specified in Article 31.2) has been set out in the request for the meeting, providing that such requested business is, in the opinion of the Board, consistent with the provisions of these Articles and does not contravene any relevant legislation.

32.3. All meetings, other than annual general meetings, shall be called general meetings.

32.3.1. The business of such general meetings shall be decided by the Board or (in the case that the general meeting has been called pursuant to a request from at least 5% of the Voting Members as specified in Article 31.2) as has been set out in the request for the meeting, providing that such requested business is, in the opinion of the Board, consistent with the provisions of these Articles and does not contravene any relevant legislation.

32.4. The Articles may only be altered or repealed by a special resolution at any general meeting of the Company with the approval of 75% of the votes cast by the Voting Members entitled to vote.

32.5. Each approved proposal shall become effective from the time it was approved by a general meeting, or determined by a resolution of a general meeting.

32.5.1. Subject to Article 32.5.2, no special or ordinary resolution shall be valid if used in such a way as to contravene the 2006 Act, and no resolution shall be valid unless it is set out in the notice convening the general meeting at which the resolution is to be proposed.

32.5.2. If it is apparent that there is a clerical or other error or omission in any proposal, contained in the notice or agenda of a general meeting, such error or omission may be corrected at the meeting without previous notice.

### **33. Attendance and speaking at general meetings**

33.1. Only Voting Members and directors will be entitled to attend general meetings. 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.

33.2. In determining attendance at a general meeting, it is immaterial whether any two or more members attending are in the same place as each other.

33.3. Two or more persons, who are not in the same place as each other, attend a general meeting if their circumstances are such that, if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

33.4. 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 meetings.

33.5. At a general meeting the following shall be entitled to attend and speak to the following extent:

33.5.1. Full Annual Members and Life Members, whose rights and privileges are not suspended or terminated under the Articles or the Rules or the Regulations, shall be entitled to attend and speak;

33.5.2. Up to two representatives from each Affiliated Association, whose rights and privileges are not suspended or terminated under the Articles or the Rules or the Regulations, may attend and speak;



33.5.3. Up to two representatives from each Affiliated Club, whose rights and privileges are not suspended or terminated under the Articles or the Rules or the Regulations, may attend and speak; and

33.5.4. Up to two representatives from each Other Affiliate, whose rights and privileges are not suspended or terminated under the Articles or the Rules or the Regulations, may attend and speak.

#### **34. Quorum for general meetings**

34.1. No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

34.2. Subject to Article 37.6, ten of the Voting Members present in person shall be a quorum for a general meeting.

#### **35. Chairing general meetings**

35.1. 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 minutes after the time appointed for holding the meeting, the Vice-Chair shall preside. If the Vice-Chair is also not present or is unwilling to preside within thirty minutes of the time at which the meeting was due to start, the directors present, or (if no directors are present) the members, must appoint a director or member to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.

35.2. The person chairing a meeting in accordance with this Article is referred to as "the chair of the meeting".

#### **36. Attendance and speaking by directors and non-members**

36.1. Directors may attend and speak at general meetings, whether or not they are members of the Company.

36.2. The chair of the meeting may permit other persons, who are not members or directors of the Company, to attend and speak at a general meeting.

#### **37. Adjournment of general meetings**

- 37.1. If the persons attending a general meeting within fifteen 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.
- 37.2. The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- 37.2.1. the meeting consents to the adjournment; or
- 37.2.2. it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner.
- 37.3. The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 37.4. When adjourning a general meeting, the chair of the meeting must:
- 37.4.1. 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
- 37.4.2. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 37.5. If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Company must give at least seven clear days' notice of it:
- 37.5.1. to the same persons to whom notice of the Company's general meetings is required to be given; and
- 37.5.2. containing the same information which such notice is required to contain.
- 37.6. 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, provided that, if at such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, three Voting Members present in person shall be a quorum.

## **VOTING AT GENERAL MEETINGS**

### **38. Voting: general**

- 38.1. Only Voting Members shall be entitled to vote at a general meeting. A person is able to exercise the right to vote at a general meeting when:
- 38.1.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

- 38.1.2. 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.
- 38.2. Subject to Article 38.4, every Voting Member shall be entitled to receive notice of, attend and cast one vote (in person, by proxy or by postal vote, as the case may be) at general meetings.
- 38.3. 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 Companies Acts, every resolution is decided by a majority of votes cast.
- 38.4. Save for the election of Nominated Directors (which shall take place by postal or electronic ballot in accordance with Article 19.3) and/or for the election of members of technical advisory committees (which shall take place by postal or electronic ballot in accordance with Article 8.2.1.1), at any general meeting 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 vote and each proxy, duly authorised under the Articles, shall have one vote for each proxy held.
- 38.5. In the event of an equality of votes, either on a show of hands or a poll, the chair of the meeting is entitled to a casting vote in addition to any other vote he may have.
- 38.6. The following categories of membership shall have the following voting rights, and shall thereby be Voting Members of the Company as defined in Article 27.2:
- 38.6.1. A Full Annual Member who has been in membership for at least thirteen months shall have one vote, whether in person or by proxy (save in relation to a general meeting at which elections are held, where the relevant Full Annual Member shall have one vote in relation to each position that is the subject of a ballot under Articles 32.2.4 and 32.2.5);
- 38.6.1.1. A Full Annual Member who is 16 years of age or older shall be able to exercise his/her vote, in person or by proxy, him/herself;
- 38.6.1.2. An authorised parent or guardian, of a Full Annual Member who is under 16 years of age or otherwise lacks the relevant capacity, shall be able to exercise the vote, in person or by proxy, on behalf of the Full Annual Member;
- 38.6.2. A Life Member shall have one vote whether in person or by proxy (save in relation to a general meeting at which elections are held, where the relevant Life Member shall have one vote in relation to each position that is the subject of a ballot under Article 32.2.4 and 32.2.5);
- 38.6.3. An Affiliated Association shall have one vote by proxy (save in relation to a general meeting at which elections are held, where the relevant Affiliated Association shall have one vote in relation to each position that is the subject of a ballot under Article 32.2.4 and 32.2.5). The vote must represent the due decision of the elected committee or board of directors of the Affiliated Association.
- 38.6.4. An Affiliated Club shall have one vote by proxy (save in relation to a general meeting at which elections are held, where the relevant Affiliated Club shall have one vote in relation to each position that is the subject of a ballot under Article 32.2.4 and 32.2.5). The vote must

represent the due decision of the elected committee or board of directors of the Affiliated Club.

38.6.5. An Other Affiliate shall have one vote by proxy (save in relation to a general meeting at which elections are held, where the relevant Other Affiliate shall have one vote in relation to each position that is the subject of a ballot under Article 32.2.4 and 32.2.5). The vote must represent the due decision of the elected committee or board of directors of the Other Affiliate.

38.7. The Chief Executive or any other employee of the Company may, at the request of the Board, attend any general meeting of the Company, in order to assist the Board on any matter concerning the affairs of the Company and to respond to all reasonable questions.

38.7.1. The Chief Executive or any other employee of the Company shall not be entitled, by virtue only of their employment, to vote at any general meeting.

38.7.2. The Chief Executive and any other employee of the Company, if they are also a member of the Company, shall be disqualified during the term of their employment and for a period of one month thereafter from voting at any general meeting of the Company 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 committees of the Company.

38.8. Any member who provides services to the Company, on a contractual or 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 20.5 shall be entitled to attend and vote at any general meeting (but subject as hereafter mentioned) and shall continue to enjoy the other benefits of their membership, but shall at any general meeting (whether they are present or not), declare their interest to the Chair (or the chair of the meeting, if the Chair is not present).

38.8.1. If the relevant member is not present at the general meeting, the declaration of interest shall be in writing, addressed to the Chair at the registered office of the Company, to be received by the Company at least two clear days before the relevant general meeting.

38.8.2. In any matter to be discussed or resolution to be considered that howsoever touches or concerns that provision of services or touches and concerns such member's 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, such member shall be prohibited from voting on a resolution relevant thereto.

## **39. Errors and disputes**

- 39.1. No objection may be raised to the qualification of any person 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.
- 39.2. Any such objection must be referred to the chair of the meeting, whose decision is final.

#### **40. Poll votes**

- 40.1. A poll on a resolution may be demanded:
- 40.1.1. in advance of the general meeting where it is to be put to the vote; or
  - 40.1.2. 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.
- 40.2. A poll may be demanded by:
- 40.2.1. the chair of the meeting;
  - 40.2.2. the Board;
  - 40.2.3. by not less than 5 Voting Members; or
  - 40.2.4. a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 40.3. A demand for a poll may be withdrawn if:
- 40.3.1. the poll has not yet been taken; and
  - 40.3.2. the chair of the meeting consents to the withdrawal of the demand.
- 40.4. A poll shall be taken as the chair of the meeting directs and he may appoint Independent Scrutineers and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the result of the resolution of the meeting at which the poll was demanded.
- 40.5. A poll demanded on the election of a chair of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair of the meeting directs, not being more than thirty days after the poll was 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.

40.6. No notice need be given of a poll not taken forthwith 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 clear days' notice shall be given specifying the time and place at which the poll is to be taken.

#### **41. Postal Ballot**

41.1. Subject to the requirements of the Articles, the Board may decide, in advance of a general meeting, to call a postal ballot in respect of an election which would otherwise be put to a vote at the general meeting.

41.1.1. If there is to be a postal ballot, the details of the resolution and voting papers shall be sent at such time as the Board shall prescribe to the Voting Members.

41.1.1.1. Voting papers must be returned to the Independent Scrutineer in a sealed envelope by such time as the Board shall prescribe and shall be opened and counted by such Independent Scrutineer as the Board shall decide.

41.2. The result of the postal ballot will be declared by the Board.

#### **42. Content of proxy notices**

42.1. Proxies may only validly be given by a notice in writing (a "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 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 Board may determine; and

42.1.4. is delivered to the Independent Scrutineer in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.

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

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

42.3.1. A proxy must vote on each proposal in the manner indicated by the member who appointed them, unless the vote has been left open to the discretion of the proxy.

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

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

42.4.2. 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.

42.5. A proxy may be the Chair (or in his absence, the chair of the meeting) or other Full Annual Member or Life Member, or a duly appointed representative (as evidenced by a relevant decision recorded in the meeting minutes) of an Affiliated Association, Affiliated Club or Other Affiliate.

42.6. The name and address of the Independent Scrutineer shall appear on each voting form, ballot form and proxy notice issued to the members from time to time.

42.7. At each general meeting of the Company the Independent Scrutineer (with such assistance from the Independent Scrutineer's staff, or from two Voting Members of the Company present at the meeting, as may be required) shall conduct the counting of votes and the validation and counting of voting forms and proxy notices.

42.8. For proxy notices or ballot forms to be valid in any vote, they must be fully and correctly completed and signed by the relevant member (or on its behalf) and, in the event of any dispute regarding validity, the Independent Scrutineer's decision shall be final.

#### **43. Delivery of proxy notices**

43.1. A person who 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 Independent Scrutineer by or on behalf of that person.

43.2. When a person, who has appointed a valid proxy, attends a general meeting himself, only he may exercise his vote on any show of hands or poll.

43.3. An appointment under a proxy notice may be revoked by delivering to the Independent Scrutineer a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given by noon two clear working days before the day of the meeting.

43.4. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the general meeting or adjourned meeting to which it relates.

43.5. 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 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 special 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 special 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.
- 44.4. If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair of the meeting's error does not invalidate the vote on that resolution.

#### **45. Written resolutions**

- 45.1. Subject to Article 45.4, a resolution in writing agreed by the Appropriate Majority of members who would have been entitled to vote upon it, if it had been proposed at a general meeting, shall be effective, provided that:
- 45.1.1. a copy of the proposed resolution has been sent to every eligible member; and
  - 45.1.2. the Appropriate Majority of members has signified its agreement to the resolution in an authenticated document which has been received at the Office within the period of twenty-eight days beginning with the circulation date.
- 45.2. A resolution in writing may comprise several copies to which one or more members have signified their agreement. In the case of a member that is an incorporated body or an unincorporated association its authorised representative may signify agreement.
- 45.3. In Article 45.1, the Appropriate Majority is:



45.3.1. in the case of an ordinary resolution, a simple majority of the eligible members; and

45.3.2. in the case of a special resolution, seventy-five percent or more of the eligible members.

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

45.4.1. a resolution to remove a director before his period of office expires; and

45.4.2. a resolution to remove an auditor before his period of office expires.

## **PART 4**

### **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 2006 Act provides for documents or information which are authorised or required by any provision of the 2006 Act to be sent or supplied by or to the Company.

46.2. The applicable address shall be:

46.2.1. in the case of a Voting Member, at his registered address as it appears in the register of members or by giving notice using electronic communications to an address for the time being notified to the Company by the Voting Member; and

46.2.2. in the case of a Non-Voting Member, at his last known address.

46.3. Subject to these Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by the Board may also be sent or supplied by the means by which that director has requested in writing 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 hours.

46.5. Any Voting Member described in the register of members by an address not within the United Kingdom, who shall from time to time give the company an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him as such address, or an address to which notices may be sent using electronic communications,

but, save as aforesaid and as provided by the 2006 Act, only those Voting Members who are described in the register of members by an address within the United Kingdom shall be entitled to receive notices from the Company.

46.6. Any notice, if served by first class (or equivalent) post, shall be deemed to have been served on the second day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post as a prepaid letter. Any notice, if served by electronic communications, shall be deemed to have been given at the expiration of forty-eight hours after the time it was sent.

#### **47. Limitation on right to inspect accounts and other records**

47.1. Except as provide by law or authorised by the Board or by an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

### **DIRECTORS' INDEMNITY AND INSURANCE**

#### **48. Indemnity**

48.1. Subject to Article 48.2, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against:

48.1.1. any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or any associated company;

48.1.2. any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in Section 235(6) of the 2006 Act); and

48.1.3. any other liability incurred by that director as an officer of the Company or an associated company.

48.2. This Article 48 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

48.3. In this Article 48:

48.3.1. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same corporate body; and

48.3.2. a "relevant director" means any director or former director of the Company or an associated company.

#### **49. Insurance**

49.1. The Board may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

49.2. In this Article 49:

49.2.1. a "relevant director" means any director or former director of the Company or an associated company;

49.2.2. a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associate company or any pension fund or employees' share scheme of the Company or associated company; and

49.2.3. companies are associated if one is a subsidiary of the other or both are subsidiaries of the corporate body.

### **DISSOLUTION**

#### **50. Winding-Up or Dissolution**

50.1. 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 of the Company, but shall be given or transferred to some other institution or organisation having similar objects to the Objects of the Company and which shall prohibit a distribution of its income and property amongst its members, such institution or organisation to be determined as directed in writing by ISU or any successor body to ISU.

**ANNEX**

**Annex 1 - Model Form of Proxy Notices**

NATIONAL ICE SKATING ASSOCIATION OF THE UNITED KINGDOM LIMITED ("the Company")

[I]/[We], .....

of .....

being a Voting [Member]/[Members] of the above-named Company, hereby appoint:

.....

of .....

.....

or failing him, the chair of the meeting,

as [my]/[our] proxy to attend, vote and speak in [my]/[our] name[s] and on [my]/[our] behalf at the

general meeting of the Company to be held on ..... 20[ ], and at any

adjournment thereof .

This Proxy Form is to be used in respect of the resolutions, mentioned below, as follows:

Resolution Number [ ] - For\* / Against\* / Abstain\*

Resolution Number [ ] - For\* / Against\* / Abstain\*

*(\*Strike out whichever is not applicable)*

Unless otherwise instructed, the proxy may vote as [he] [she] thinks fit or else abstain from voting.

Signed this ..... day of ..... 20[ ]