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**THE COMPANIES ACT 2006**

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**PRIVATE COMPANY LIMITED BY GUARANTEE**

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**ARTICLES OF ASSOCIATION**

**OF**

**SIH (ICE HOCKEY) LIMITED**

**Company No. SC691075**

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Adopted on \_\_\_\_\_ 2026

**MILLS & REEVE**

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**The Companies Act 2006**  
**Private Company Limited by Guarantee**

**Articles of Association**

**of**

**SIH (Ice Hockey) Limited**

**PART 1 - NAME, OBJECTS, POWERS AND LIMITATION OF LIABILITY**

**1**     **Name**

The name of the Company is SIH (Ice Hockey) Limited.

**2**     **Objects**

2.1     The objects for which the Company is established ("**Objects**") are to:

2.1.1     support and work with Ice Hockey UK Limited ("**IHUK**") to organise, promote, foster, increase participation in and develop the sport of Ice Hockey and para ice hockey in Scotland;

2.1.2     maintain association or affiliation with IHUK and co-operate with IHUK in connection with Ice Hockey in the United Kingdom;

2.1.3     support IHUK to act as the representative member for the United Kingdom in international affairs including in relation to the International Ice Hockey Federation for the benefit of the Members and Ice Hockey as a whole;

2.1.4     do all such other things as shall be thought fit to further the interests of the Company or to be incidental or conducive to the attainment of all or any of the objects stated in this Article 2.

**3**     **Powers**

3.1     The Company shall have the powers to do all such lawful things as are consistent with the furtherance of its Objects ("**Powers**").

3.2     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, by way of distribution, bonus or otherwise by way of profit to any Member.

3.3     Nothing in Article 3.2 shall prevent the payment in good faith by the Company:

3.3.1     of reasonable and proper remuneration to any Member for any services rendered to the Company;

3.3.2     of reasonable and proper remuneration to any director in accordance with Article 19;

- 3.3.3 to any Member or director who is engaged by the Company in a professional capacity, of all reasonable professional and other charges for work done by them or their firm or company when instructed by the Board to act in that capacity on behalf of the Company, provided that:
- (i) such Member or director shall be absent during the relevant discussion from all meetings at which the employment and remuneration of such a firm or company are discussed;
  - (ii) such Member or director shall not vote on any resolution relating to the employment or remuneration of such firm or company; and
  - (iii) the Board is satisfied that the engagement of that individual or the firm or company in question is both necessary and expedient in the interests of the Company;
- 3.3.4 to any Member, director or committee member of reasonable and proper out-of-pocket expenses incurred in the exercise of their powers and the discharge of their responsibilities in relation to the Company;
- 3.3.5 of interest on money lent by a Member or director at a commercial rate of interest;
- 3.3.6 of reasonable and proper rent for premises demised or let by any Member or director; or
- 3.3.7 of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the Board (or any of its members) in relation to the Company, provided that such insurance shall not extend to indemnification against liability for wilful or criminal wrongdoing or default.

#### **4 Liability of Members**

- 4.1 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 it is a Member or within one year after it ceases to be a Member, for any of the items set out in Article 4.2.
- 4.2 The items for which the Members undertake to contribute are:
- 4.2.1 payment of the debts and liabilities of the Company contracted before it ceases to be a Member;
  - 4.2.2 payment of the cost, charges and expenses of winding up; and
  - 4.2.3 the adjustment of the rights of the contributories among themselves.

#### **DIRECTORS AND OTHER OFFICE HOLDERS**

## **DIRECTORS' POWERS AND RESPONSIBILITIES**

### **5 Directors' General Authority**

- 5.1 Subject to the Act, these Articles and any Regulations made pursuant to them, the Board is responsible for the management of the Company's business, for which purpose it may exercise all the Powers of the Company.
- 5.2 The Members may, by special resolution, direct the Board to take, or refrain from taking, specified action.
- 5.3 No valid act carried out by the Board shall be invalidated by a subsequent resolution passed by the Company in general meeting.

### **6 Directors May Delegate**

- 6.1 Subject to these Articles, the Board may delegate any of the powers which are conferred on it under these Articles:
  - 6.1.1 to such person, committee or region;
  - 6.1.2 by such means (including by power of attorney);
  - 6.1.3 to such an extent;
  - 6.1.4 in relation to such matters or territories; and
  - 6.1.5 on such terms and conditions,as it thinks fit.
- 6.2 All acts and proceedings delegated under Article 6.1 shall be reported to the Board in due course.
- 6.3 If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any person to whom they are delegated.
- 6.4 The Board may revoke any delegation in whole or part, or alter, its terms and conditions.

## **DECISION-MAKING BY DIRECTORS**

### **7 Directors to Take Decisions Collectively**

Any decision of the Board must be either a majority decision or a decision taken in accordance with Article 8.

### **8 Unanimous Decisions**

- 8.1 A decision of the Board is taken in accordance with this Article when all Eligible Directors indicate to each other in writing that they share a common view on a matter.

- 8.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 8.3 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.

## **9 Calling a Meeting of the Board**

- 9.1 Subject to these Articles, the Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit.
- 9.2 Any director may call a meeting of the Board by giving at least seven (7) days' notice of the meeting to the directors or by directing the Company Secretary to give such notice, unless all the directors agree to such meeting being called on shorter notice.
- 9.3 Notice of any meeting of the Board must indicate:
- 9.3.1 its proposed date and time;
  - 9.3.2 where it is to take place; and
  - 9.3.3 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.
- 9.4 Notice of a directors' meeting shall be given to each director in writing, which (for the avoidance of doubt) includes email.

## **10 Participation in Meetings of the Board**

- 10.1 Subject to these Articles, directors participate in a meeting of the Board, or part of a meeting of the Board, when:
- 10.1.1 the meeting has been called and takes place in accordance with these Articles, and
  - 10.1.2 they can each communicate to the others by any method (virtual or otherwise) any information or opinions they have on any particular item of the business of the meeting.
- 10.2 In determining whether directors are participating in a meeting of the Board, it is irrelevant where any director is or how they communicate with each other.
- 10.3 If all the directors participating in a meeting of the Board are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

## **11 Quorum**

- 11.1 At a meeting of the Board, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 11.2 The quorum for meetings of the Board may be fixed from time to time by a decision of the directors, and unless otherwise fixed, is two (2) directors, or in the event of the number of directors falling to one (1), such sole Director may not take any decisions of the Company, besides to appoint a further Director.

## **12 Chairing of Meetings of the Board**

- 12.1 The Chair shall chair meetings of the Board. The Chair shall preside at all meetings of the Board at which they shall be present. If the Chair shall be absent, or if at any meeting they are not present within fifteen (15) minutes after the time appointed for holding the meeting or is not willing or able to preside, the directors present shall choose one of their number to be chair of the meeting, and the appointment of the chairperson of the meeting must be the first business of the meeting.
- 12.2 The person chairing a meeting in accordance with this Article is known as the chairperson of the meeting.

## **13 Casting Vote**

- 13.1 Voting on any issue at a meeting of the Board shall be on a show of hands and each member of the Board shall be entitled to one (1) vote.
- 13.2 If the numbers of votes for and against a proposal at a meeting of the Board are equal, the chairperson of the meeting shall, if they are present, have a casting vote.

## **14 Directors' Conflicts of Interest**

- 14.1 The directors must declare the nature and extent of any direct or indirect interest which they have in any proposed or existing transaction or arrangement with the Company and any duty owed to a third party or any direct or indirect interest which they have or may have which conflicts or possibly may conflict with their duties to the Company or the interests of the Company ("**Conflict**").
- 14.2 Provided that a Director has declared any Conflict ("**Interested Director**") in accordance with Article 14.1, the Interested Director shall be eligible to vote and count in the quorum notwithstanding the Conflict unless otherwise determined by the Chair acting reasonably.
- 14.3 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided they have declared the nature and extent of their interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- 14.3.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 14.3.2 may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a director;
- 14.3.3 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 14.3.4 shall not, save as they may otherwise agree, be accountable to the Company for any benefit which they (or a person connected with them (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of their duty under section 176 of the Act.

## **15 Records of Decisions**

- 15.1 The Board must ensure that the Company keeps a record, in writing, for at least ten (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 meeting.
- 15.2 Any such records, if purporting to be signed by the chairperson of the meeting, or by the chairperson of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

## **16 Directors' Discretion to Make Regulations**

- 16.1 The Board shall have the power to make, vary and revoke Regulations for the better administration of the Company.
- 16.2 Regulations made under Article 16.1 must be compliant with the Act and these Articles in order to be valid.

## **APPOINTMENT OF DIRECTORS**

### **17 Composition of the Board**

- 17.1 Unless otherwise determined by ordinary resolution, the number of directors shall be not more than two (2).
- 17.2 All acts carried out in good faith at any meeting of the Board or of any committee, or by any person acting as a director, shall, notwithstanding it being afterwards

discovered that there was some defect in the appointment or continuance in office of any such person, be as valid as if every such person had been duly appointed or had duly continued in office.

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

## **18 Termination of Director's Appointment**

- 18.1 Without prejudice to any other provision of these Articles, a person shall cease to be a director of the Company as soon as:

18.1.1 a bankruptcy order is made against that person or a composition is made with that person's creditors generally in satisfaction of that person's debts; or

18.1.2 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three (3) months; or

18.1.3 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; or

18.1.4 that person ceases to be a member of the Board by virtue of any provisions of the Act or is prohibited by law from being a director; or

18.1.5 that person is removed from office by a resolution duly passed pursuant to section 168 of the Act; or

18.1.6 that person shall have been absent for more than three consecutive Board meetings without permission of the Board; or

18.1.7 the period for which they were appointed or elected has ended and they have not been re-appointed or re-elected.

- 18.2 A person serving as Chair who is removed from office as a director for whatever reason shall be deemed to have resigned from their position as Chair and the vacancy shall be filled in accordance with these Articles.

## **19 Directors' Remuneration**

- 19.1 Subject to the provisions of the Act, and to Article 19.2 below, the Board may enter into an agreement or arrangement with any director:

19.1.1 for their services to the Company as a director; and

- 19.1.2 for their employment by the Company or for the provision by them of benefits or any services outside the scope of the ordinary duties of a director.
- 19.2 Subject to these Articles, a director's remuneration may take any form and include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director provided that such remuneration:
- 19.2.1 is fixed having regard to the current remuneration of directors in comparable posts;
- 19.2.2 does not exceed the general market rate for directors providing comparable services; and
- 19.2.3 is not to any extent determined by or conditional upon the profits or losses derived from some or all of the activities of the Company or by reference to the level of the Company's gross income from some or all of its activities.
- 19.3 Unless the Board decides otherwise, directors' remuneration accrues from day to day.
- 19.4 Unless the Board decides otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries (if any) or of any other body corporate in which the Company is interested (if any).

## **20 Chair**

- 20.1 Subject to the provisions of the Act, the Board shall appoint, and may remove, a Director to be the Chair and may delegate to the Chair such of its powers as it thinks desirable to be executed by the Chair.
- 20.2 A Chair appointed in accordance with Article 20.1 shall hold office as a member of the Board until they cease to be a Director pursuant to Article 18 or are removed pursuant to Article 20.1.

## **21 Company Secretary**

The Board may appoint any person who is willing to act as the Company Secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Board so decides, appoint a replacement, in each case by a decision of the Board.

## **22 Casual Vacancies**

- 22.1 A casual vacancy arising among the directors shall be filled by the Board provided always that the person appointed to fill the vacancy shall hold office until such time as the person he or she replaced was due to retire but shall be eligible for re-appointment in accordance with these Articles.

## **PART 2 - MEMBERS**

### **BECOMING AND CEASING TO BE A MEMBER**

#### **23 Application for Membership**

- 23.1 The Members of the Company shall be such persons or organisations as are admitted to membership in accordance with these Articles.
- 23.2 Subject to the provisions of these Articles, each Member shall be entitled to receive one (1) vote at any general meeting.
- 23.3 No applicant shall become a Member unless they have executed and delivered to the Company an application for membership in such form as the Board requires and which has been approved by or on behalf of the Board.
- 23.4 All Members must pay to the Company such registration and membership fees as the Board may from time to time determine.
- 23.5 For the avoidance of doubt, the Company is expressly permitted to be a sole member company.

#### **24 Conditions of Membership**

- 24.1 Each Member shall be bound by and subject to these Articles and the Regulations.
- 24.2 The Members shall pay any registration and membership fees set by the Board under Article 23.4.

#### **25 Termination of Membership**

- 25.1 The Board may terminate the membership of any Member without the consent of the Member in question by giving it written notice if, in the reasonable opinion of the Board:
- 25.1.1 it is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or
- 25.1.2 it has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
- 25.1.3 it has failed to observe the terms of these Articles and where applicable the Regulations; or
- 25.1.4 it is in the Company's best interests to do so.
- 25.2 A Member whose membership is terminated under this Article shall not be entitled to a refund of any registration or membership fee and shall remain liable to pay to the Company any sum owed by it.

- 25.3 Following such termination, the Member shall be removed from the register of members.
- 25.4 A Member may withdraw from membership of the Company by giving seven clear days' notice to the Company in writing.
- 25.5 A Member's membership terminates automatically if (in the case of an individual) they die, or (in the case of an organisation) it ceases to exist.
- 25.6 Membership is not transferable.
- 25.7 Any Member ceasing to be a Member immediately 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 its registration or membership fee.

## **ORGANISATION OF GENERAL MEETINGS**

### **26 Notice of and Calling General Meetings**

- 26.1 General meetings shall be called on at least three (3) clear days' written notice or by shorter notice if such short notice is agreed by the Members.
- 26.2 The notice shall:
- 26.2.1 specify the time and place of the meeting;
  - 26.2.2 the general nature of the business to be transacted at the meeting; and
  - 26.2.3 be sent to all the Members, to each director and to the Auditors.
- 26.3 A general meeting may be called at any time by the Board, or by the Company Secretary (if any) acting on behalf of the Board, or by any Member of the Company.
- 26.4 The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed or proceeding at any meeting.

### **27 Attendance and Speaking at General Meetings**

- 27.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 27.2 A person is able to exercise the right to vote at a general meeting when:
- 27.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - 27.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

- 27.3 The Board may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 27.4 In determining attendance at a general meeting, it is immaterial whether any Members attending it are in the same place as each other.
- 27.5 Members 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.

## **28 Quorum for General Meetings**

- 28.1 No business other than the appointment of the chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 28.2 Unless otherwise determined by ordinary resolution, and except where the Company has only one Member, two Members present in person, by a duly authorised representative or by proxy, or one-tenth of the total number of such persons for the time being (rounded up to a whole number), whichever is the greater, shall be a quorum. Where the Company has only one Member, the quorum shall be that Member only.

## **29 Chairing General Meetings**

- 29.1 Subject to Article 29.2, the Chair shall chair general meetings if present and willing to do so. If the Chair shall be absent, or if at any meeting they are not present within 15 minutes after the time appointed for holding the same, the directors present, or if no directors are present, the meeting, must appoint a director or Member to chair the meeting, and the appointment of the chairperson of the meeting must be the first business of the meeting.
- 29.2 The person chairing a meeting in accordance with this Article is referred to as the chairperson of the meeting.

## **30 Attendance and Speaking by Non-Members**

The chairperson of the meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting. For the avoidance of doubt, the Board can attend and speak at general meetings of the Company.

## **31 Adjournment**

- 31.1 The chairperson of the meeting may adjourn a general meeting at which a quorum is present if:
- 31.1.1 the meeting consents to an adjournment, or
- 31.1.2 it appears to the chairperson of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

- 31.2 The chairperson of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 31.3 When adjourning a general meeting, the chairperson of the meeting must:
  - 31.3.1 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
  - 31.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

## **VOTING AT GENERAL MEETINGS**

### **32 Voting: General**

- 32.1 Each Member shall be entitled to receive notice of, attend and cast one vote at general meetings.
- 32.2 Each Member is entitled to send such number of representatives to attend and speak at general meetings as the Board may determine from time to time, but at all times only one of those representatives shall have a vote.
- 32.3 A resolution put to the vote of a general meeting must be decided on a show of hands (in physical or electronic form).
- 32.4 Every resolution is decided by a majority of votes cast. In the case of an equality of votes, the chairperson of the meeting shall be entitled to a casting vote in addition to any other vote they may have.

### **33 Errors and Disputes**

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

### **34 Content and Delivery of Proxy Notices**

- 34.1 Proxies may only validly be appointed by a notice in writing ("**proxy notice**") which:
  - 34.1.1 states the name and address of the Member appointing the proxy;
  - 34.1.2 identifies the person appointed to be that Member's proxy and the specific general meeting in relation to which that fellow Member is appointed;
  - 34.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the directors may determine; and

- 34.1.4 is delivered to the Registered Office in accordance with these Articles not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate.
- 34.2 A proxy appointment which is incorrectly completed or which is not deposited, delivered or received in a manner permitted by these Articles shall be invalid unless the Chair in their absolute discretion, decides to treat the same as valid.
- 34.3 The Board may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 34.4 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 34.5 Unless a proxy notice indicates otherwise, it must be treated as:
- 34.5.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- 34.5.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 34.6 A person who is entitled to attend, speak or vote (either on a show of hands or 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 Company by or on behalf of that person.
- 34.7 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by who or on whose behalf the proxy notice was given.
- 34.8 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 34.9 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.

## **35 Amendments to Resolutions**

- 35.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 35.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than forty-eight (48) hours before the meeting is to take place (or such later time as the chairperson of the meeting may determine), and

- 35.1.2 the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.
- 35.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 35.2.1 the chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- 35.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 35.3 With the consent of the chairperson of the meeting, an amendment may be withdrawn by its proposer at any time before the resolution is voted upon.
- 35.4 If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on that resolution.

## **36 Written Resolution**

- 36.1 A resolution in writing agreed by the Appropriate Majority of Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible Member and the Appropriate Majority of Members has signified its agreement to the resolution in an authenticated document which has been received at the Registered Office within the period of twenty-eight (28) days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more Members have signified their agreement. A Member's authorised representative may signify agreement.
- 36.2 In Article 36.1, the "**Appropriate Majority**" is:
- 36.2.1 in the case of an ordinary resolution, a simple majority of the Members;
- 36.2.2 in the case of a special resolution, 75% or more of the Members.

## **37 Changes to the Articles**

- 37.1 No change to these Articles shall be made unless the changes are approved by a special resolution.

# **ADMINISTRATIVE ARRANGEMENTS**

## **38 Means of Communication to be Used**

- 38.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.

- 38.2 The applicable address shall be the Member's registered address as it appears in the Company's register of members or such address as may be provided to the Company by the Member using electronic communications.
- 38.3 Subject to these Articles, any notice or document to be sent or supplied to a member of the Board in connection with the taking of decisions by the Board may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 38.4 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than forty-eight (48) hours.
- 38.5 Any Member described in the register of members by an address not within the United Kingdom, which shall from time to time give the Company an address within the United Kingdom at which notices may be served upon it or an address to which notices may be sent using electronic communications, shall be entitled to have notices served upon it at such address, or such address to which notices may be sent using electronic communications, but, save as aforesaid and as provided by the Act, only those Members who are described in the register of members by an address within the United Kingdom or in respect of whom the Company has received an address to which notices may be sent using electronic communications shall be entitled to receive notices from the Company.
- 38.6 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 38.6.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, twenty-four (24) hours after it was posted;
  - 38.6.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - 38.6.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
  - 38.6.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article, no account shall be taken of any part of a day that is not a Business Day.

## **39 Accounts and Audit**

- 39.1 At least once in every financial year the accounts of the Company shall be examined, and the accuracy of the profit and loss account and balance sheet reviewed (if required by law or the Code) by the Auditors.

39.2 The Auditors shall be appointed, and their fees fixed by the Members.

## **DIRECTORS' INDEMNITY AND INSURANCE, DISSOLUTION AND DEFINITIONS**

### **40 Indemnity and Insurance**

40.1 Subject to Article 40.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

40.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by them as a relevant officer:

- (i) in the actual or purported execution and/or discharge of their duties, or in relation to them; and
- (ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by them in defending any civil or criminal proceedings, in which judgment is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them, in their capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

40.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings or application referred to in Article 40.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

40.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

40.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

40.4 In this Article:

40.4.1 companies are "**associated**" if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

40.4.2 a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any

pension fund or employees' share scheme of the Company or associated company; and

40.4.3 a "**relevant officer**" means any director or other officer or former director or other officer of the Company.

#### 41 **Dissolution**

If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the Members but shall be given or transferred to some other institution or institutions having objects similar to the Objects, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under Article 3.2, such institution or institutions to be determined by a simple majority of the Members at or before the time of dissolution and in so far as effect cannot be given to such provisions then such property shall be disposed of at the discretion of the Board for some other philanthropic or charitable purpose or purposes.

#### 42 **Definitions**

42.1 In these Articles, unless the context otherwise requires:

"**Auditors**" means the auditors for the time being of the Company;

"**Act**" means the Companies Act 2006;

"**Articles**" means these articles of association, as may be amended from time to time;

"**bankruptcy**" includes individual insolvency proceedings in a jurisdiction other than Scotland which have an effect similar to that of sequestration;

"**Board**" means the board of directors of the Company from time to time, the members of which are the directors of the Company for the purposes of the Act;

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

"**Chair**" means the independent chair of the Board appointed by the Board in accordance with Article 20;

"**chairperson of the meeting**" has the meaning given in Article 12.2 (in respect of a Board meeting) or Article 29.2 (in respect of a general meeting);

"**clear days**" means a period of days exclusive of the day on which the notice is served and of the day for which it is given;

"**Code**" means the Code for Sports Governance as published by UK Sport from time to time;

“**Company Secretary**” means such person as the Board appoints as the secretary of the Company from time to time in accordance with Article 21;

“**Conflict**” means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

“**director**” means a director of the Company, and includes any person occupying the position of director, by whatever name called;

“**document**” includes, unless otherwise specified, any document sent or supplied in electronic form (including email);

“**electronic form**” has the meaning given in Section 1168 of the Act;

“**EIH**” means The English Ice Hockey Association Limited, a company incorporated in England and Wales with company number 03730185;

“**Eligible Director**” means a director who would be entitled to vote on the matter at a meeting of directors;

“**general meeting**” means a general meeting of the Company;

“**hard copy form**” has the meaning given in Section 1168 of the Act;

“**Ice Hockey**” means the sport of ice hockey;

“**IHUK**” means Ice Hockey UK Limited, a company incorporated in England and Wales with company number 03800672;

“**independent**” has the meaning given to it in the Code;

“**Interested Director**” has the meaning given in Article 14.1;

“**Member**” means any member admitted from time to time to membership of the Company in accordance with Article 23 who, under these Articles, is entitled to receive notice of, attend and vote at general meetings and “**Members**” means such members who are together the members of the Company for the purposes of the Act;

“**Objects**” has the meaning given in Article 2;

“**ordinary resolution**” has the meaning given in Section 282 of the Act;

“**participate**” in relation to a directors’ meeting, has the meaning given in Article 10;

“**Powers**” has the meaning given in Article 3.1;

“**proxy notice**” has the meaning given in Article 34.1;

“**Registered Office**” means the registered office of the Company from time to time;

**“Regulations”** means the regulations of the Company made by the Board in accordance with Article 16.1, as amended from time to time;

**“special resolution”** has the meaning given in Section 283 of the Act;

**“United Kingdom”** means the United Kingdom of Great Britain and Northern Ireland; and

**“writing”** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form (including by email) or otherwise.

- 42.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act.
- 42.3 Words importing the singular number shall include the plural number and vice versa. Words importing the masculine gender only shall include the feminine gender. Words importing persons shall include corporations, unincorporated associations and partnerships.
- 42.4 For the purposes of Section 20 of the Act, the relevant model articles shall be deemed to have been excluded fully and replaced with the provisions of it.