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## THE COMPANIES ACT 2006

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### A Company Limited by Guarantee and Not having a Share Capital

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Adopted on the 16 July 2015, amended on the 9 July 2019 and on the 28 July 2021

### Articles of Association

OF

### THE WELSH HOCKEY UNION LIMITED

Company Registration No: 4891518

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Date of Incorporation 8/09/2003  
(Private Company, Limited by guarantee, no share capital)



sportwales  
chwaraeon cymru

*Delivering world class hockey experiences*

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PART 1  
INTERPRETATION AND LIMITATION OF LIABILITY

**1. Defined terms**

In the Articles, unless the context requires otherwise; -

**"Appointed Directors"** means a Director of the Company, who has been appointed to this position by the other Directors, who may or may not be an Independent Director;

**"Articles"** means the Company's articles of association;

**"Board"** means the board of Directors for the time being of the Company;

**"Byelaws"** means byelaws made by the Directors to deal with particular circumstances not covered by the articles, rules and regulations of the Company;

**"Director"** means a director of the Company, and includes any person occupying the position of Director, by whatever name called; and "Directors" means all such Directors

**"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;

**"chair"** means the chair of the Board;

**"Companies Acts"** means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

**"Company"** means The Welsh Hockey Union Limited, Company Registration No: 4891518;

**"Company Secretary"** means the secretary of the Company as appointed from time to time;

**"document"** includes, unless otherwise specified, any document sent or supplied in electronic form;

**"Elected Directors"** means a Director of the Company, who has been elected by the membership, who may or may not be an Independent Director;

**"electronic form"** has the meaning given in section 1168 of the Companies Act 2006;

**"General Meeting"** is a meeting of the Members;

**"Great Britain Hockey Limited"** is a company limited by guarantee, company No. 04685504 owned equally by the hockey associations of England, Scotland and Wales;

**"Hockey"** shall mean the sport of hockey in all its forms in Wales but always excluding Ice Hockey and Street/Roller Hockey;

**"Independent"** means free from any close connection to the Company and, from the perspective of an objective outsider, would be viewed as independent;

**"Independent Directors"** means the Independent Directors of the Company appointed pursuant to these Articles. An Independent Director may be either an Elected Director (by the members) or an Appointed Director (by the other directors);

**"Member"** has the meaning given in the Company's membership regulations as amended from time to time, that sets out membership rights including voting rights; every Member with voting rights shall have one vote at meetings of the Company;

**"National Governing Body"** means an organisation which is generally recognised as the governing body for that particular sport;

**"Nominated Representative"** is the person nominated by a Member with voting rights to attend, speak and vote on behalf of that Member at meetings of the Company;

**"Nominations Committee"** the committee made up of Independent Directors, responsible for leading the process for appointments of all Directors, including reviewing and recommending candidates for the posts of Elected Directors and Appointed Directors to Members with voting rights or the Board as appropriate.

**"North Region"** includes Anglesey, Conwy, Denbighshire, Flintshire, Gwynedd, Powys, Wrexham;

**"ordinary resolution"** has the meaning given in section 282 of the Companies Act 2006;

**"participate"**, in relation to a Directors' meeting, has the meaning given in Article 12;

**"President"** means the president for the time being of the Company;

**"proxy notice"** has the meaning given in Article 35;

**"rules"** means the rules of the Company in force at any time;

**"Senior Independent Director"** means an Independent Director (who is also an Appointed Director) appointed to the office of senior independent director;

**"South Region"** includes Blaenau Gwent, Bridgend, Caerphilly, Cardiff, Carmarthenshire, Ceredigion, Merthyr Tydfil, Monmouthshire, Neath Port Talbot, Newport, Pembrokeshire, Rhondda Cynon Taf, Swansea, Torfaen, Vale of Glamorgan;

**"special resolution"** has the meaning given in section 283 of the Companies Act 2006;

**"subsidiary"** has the meaning given in section 1159 of the Companies Act 2006;

**"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 or otherwise.

Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company. The provisions of Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Company and these Articles shall apply instead.

## PART 2 - OBJECTS

### 2 Objects

The Company's purpose is to act as the National Governing Body for the Sport of Hockey in Wales and in doing so:

- 2.1 to promote Hockey in all its forms in Wales;
- 2.2 to provide to the Members, services, advice and assistance in connection with Hockey in all its forms;
- 2.3 to represent and protect the interests of our Members
- 2.4 to represent and protect the interests of Great Britain Hockey Limited;
- 2.5 to provide and promote Hockey related education, training and other services to Members, organisations and the public in Wales;
- 2.6 to make and reinforce any rules and regulations for the sport of hockey, very often in line with European and International regulations
- 2.7 to do all other things that are incidental or conducive to the attainment of the above objectives

### 3 Liability of Members

- 3.1 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 a Member or within one year after ceasing to be a Member, for; -
  - 3.1.1 payment of the Company's debts and liabilities contracted before ceasing to be a Member,
  - 3.1.2 payment of the costs, charges and expenses of winding up, and
  - 3.1.3 adjustment of the rights of the contributories among themselves.

PART 3 - DIRECTORS  
DIRECTORS' POWERS AND RESPONSIBILITIES

**4 Directors' general authority**

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

**5 Members' reserve power**

The voting Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action. No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

**6 Senior Independent Director**

6.1 The Directors may appoint one of their Appointed Directors to the post of Senior Independent Director for such purpose and term of office as they determine and may at any time remove an Appointed Director from that office.

6.2 The Chief Executive shall be excluded from any voting process regarding the appointment of the Senior Independent Director.

**7 Directors may delegate**

7.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles; -

7.1.1 to such person or committee;

7.1.2 by such means (including by power of attorney);

7.1.3 to such an extent;

7.1.4 in relation to such matters or territories; and

7.1.5 on such terms and conditions as they think fit.

7.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

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

**8 Committees**

8.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

8.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

## DECISION-MAKING BY DIRECTORS

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

The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 10.

### **10 Unanimous decisions**

- 10.1 A decision of the Directors 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 a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director 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 had it been proposed as a resolution at a Directors' meeting.
- 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 Directors' meeting**

- 11.1 Any Director may call a Directors' meeting by giving notice, in accordance with any Director's code of conduct from time to time, of the meeting to the Directors or by authorising the Company Secretary (if any) to give such notice.
- 11.2 A Directors' meeting must be called by at least seven clear days' notice unless either:
  - 11.2.1 all the Directors agree; or
  - 11.2.2 urgent circumstances require shorter notice.
- 11.3 Notice of any Directors' meeting must indicate; -
  - 11.3.1 its proposed date and time;
  - 11.3.2 where it is to take place;
  - 11.3.3 the general nature of business to be considered at such meeting; and
  - 11.3.4 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.
- 11.4 Notice of a Directors' meeting must be given to each Director but need not be in writing.
- 11.5 Article 41 shall apply, and notice of Directors' meetings may be sent in electronic form to an address provided by the Director for the purpose.

## **12 Participation in Directors' meetings**

- 12.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when; -
- 12.1.1 the meeting has been called and takes place in accordance with the 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 Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 12.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 12.4 The Board of Directors shall have power to invite any person it wishes to attend any meeting of the Board of Directors in an advisory capacity but without power to vote thereat.

## **13 Quorum for Directors' meetings**

- 13.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 13.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than four, and unless otherwise fixed it is four.
- 13.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision; -
- 13.3.1 to appoint further Appointed Directors, or
  - 13.3.2 to call a General Meeting so as to enable the Members to elect further Elected Directors.

## **14 Chairing of Directors' meetings**

If the Chair is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the Senior Independent Director, if one is appointed by the Directors, will chair the meeting. If the Senior Independent Director is not present, appointed or willing to chair the meeting the participating Directors must appoint one of themselves to chair it.

## **15 Casting vote**

- 15.1 If the numbers of votes for and against a proposal are equal, the Chair or (if the Chair is not chairing the meeting) such other Director chairing the meeting has a casting vote. A casting vote shall be applicable to all voting matters save as excluded at 15.2 below.

- 15.2 But this does not apply if, in accordance with the Articles, the Chair or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **16 Transactions or other arrangements with the Company**

- 16.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Companies Act 2006, and provided the Director has 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:

16.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

16.1.2 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; and/or

16.1.3 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested.

## **17 Directors' Conflicts of interest / Directors' power to authorise a Conflict of interest**

- 17.1 The Directors may authorise any matter proposed to them by any Director which would, if not authorised, involve a Director breaching their duty under section 175 of the Companies Act 2006 to avoid conflicts of interest ('**Conflict**').

- 17.2 Any authorisation under this article will be effective only if: -

17.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of the Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;

17.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and

17.2.3 the matter was agreed to without their voting or would have been agreed to if their vote had not been counted.

- 17.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently): -

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

- 17.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine;
- 17.3.3 be terminated or varied by the Directors at any time
- 17.3.4 provide that, where the Director in question obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a Director of the Company) information that is confidential to a third party, they shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence.

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

- 17.4 Where the Directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the Director: -

- 17.4.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;
- 17.4.2 is not given any documents or other information relating to the Conflict;
- 17.4.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.

- 17.5 Where the Directors authorise a Conflict; -

- 17.5.1 the Director will be obliged to conduct themselves in accordance with any terms imposed by the Directors in relation to the Conflict;

- 17.5.2 the Director will not infringe any duty they owe to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided they act in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.

- 17.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which they derive from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in a General Meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

## **18 Non-disclosure of Conflict of Interests – Sanctions**

Any Director who fails to disclose a conflict of interest to the Directors in accordance with Articles 16 and 17 may be charged with bringing the Company into disrepute in accordance with any Directors' code of conduct from time to time.

## **19 Directors' discretion to make further rules**

- 19.1 The Directors may from time to time make such rules, regulations, statutes or Byelaws as they may deem necessary for the proper conduct and management of the Company and how they will be communicated.
- 19.2 The Directors shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such rules, regulations, statutes or Byelaws, which so long as they shall be in force, shall be binding on all Members of the Company. Provided, nevertheless, that no rule, regulation, statute or Byelaw shall be inconsistent with, or shall affect or repeal anything contained in the Articles of the Company.

### APPOINTMENT OF DIRECTORS

## **20 Board of Directors**

- 20.1 There shall be a maximum of 11 Directors and the minimum number shall be five.
- 20.2 The business of the Company shall be managed by the Directors who shall consist of; -
  - 20.2.1 Up to three Elected Directors; and
  - 20.2.2 Up to seven Appointed Directors; and
  - 20.2.3 The Chief Executive Officer or such person appointed to a similar position in the Company (in ex-officio capacity).
- 20.3 The Company shall follow an agreed open and transparent recruitment process for all Director appointments and elections.
- 20.4 The Board should appoint one of the Independent Directors (who is also an Appointed Director) to be the Senior Independent Director.
- 20.5 At all times, at least 25% of the Board must be Independent Directors.

### **Elected Directors**

- 20.6 Nominations for Elected Directors must be made by a Member holding voting rights. Nominations must be submitted (together with the nominee's written consent) on the Company's approved form to the Nominations Committee (or, if there is no Nominations Committee, to the Board). The process for nominations and elections/appointments is to be determined by the Board as set out in the rules. The nomination must be received by the Nominations Committee or the Board (as appropriate) at least six weeks before the date of the General Meeting in which the election is to take place. Confirmation of receipt of valid nominations will be sent in writing to the nominator as soon as reasonably practicable after such receipt.
- 20.7 New nomination details for Elected Directors shall be forwarded to all voting Members at least 14 days prior to the meeting at which the election is to take place.

- 20.8 All Elected Directors' terms of office shall be three years, with retirement at the General Meeting nearest to the date on which their term of office expires (notwithstanding that the relevant General Meeting may precede the date on which their term of office expires), unless they shall have previously resigned or ceased to be a director by virtue of Article 21 below. Elected Directors shall be eligible for re-election for a maximum of two further terms.

### **Appointed Directors**

- 20.9 An Appointed Director's term of office shall be two years from their registration at Companies House and Appointed Directors are eligible for re-appointment for a maximum of three further terms.
- 20.10 The Board shall have power to appoint such individuals as it considers appropriate as Appointed Directors. Appointed Directors shall be recruited through an open and transparent skills and competency-based selection process determined by the Directors. Applicants will be assessed as to their suitability by the Nominations Committee (if any), who may also hold interviews and recommend candidates for appointment. The Board will make the final decision on the appointments.

### **Chair**

- 20.11 The Board shall have power to appoint an individual as Chair. The Chair shall be recruited through an open and transparent skills and competency-based process determined by the Directors. Any vacancy shall be openly advertised. Applicants will be assessed as to their suitability by an appointment panel convened for this specific purpose by the Board (who may also hold interviews and recommend a candidate for appointment. The membership of the appointment panel will be determined by the Board, but it will include a member of the Nominations Committee (if any). The Board will make the final decision as to appointment.
- 20.12 An Elected or Appointed Director may apply for the post of Chair and will be considered along with any external candidates. An external candidate may only be appointed where there is a vacancy on the Board and must be appointed as an Appointed Director at the same time.
- 20.13 A Chair's initial term of office is two years. A Chair may be re-appointed for a further three terms of office as Chair.
- 20.14 For the avoidance of doubt, the Directors may choose to reappoint a Chair or Appointed Director without following the open recruitment process required for the first appointment.
- 20.15 If a Chair ceases to be a Director for any reason, they shall automatically cease to be Chair.
- 20.16 Nothing shall prevent an existing or previous director serving a further term or terms (in accordance with articles 20.8 or 20.9 as appropriate) should they be re-elected or re-appointed, except that no Director (other than the Chief Executive Officer or such person appointed to a similar position in the Company, in an ex-officio capacity) whether elected or appointed, may be considered for immediate re-election or re-appointment if they have served for nine consecutive years or more, subject to article 20.17 below.

- 20.17 At the end of the maximum term served stated in articles 20.8 or 20.9 as appropriate a person shall be ineligible for nomination, election or appointment as a Director for a period of four years following the end of the maximum term.
- 20.18 Any term served by any Director before the adoption of these Articles shall not be included in the reckoning of the number of years served for the purposes of 20.16 above but will be used for the continuation of the rolling term election system in place at the time prior to the adoption of these Articles.
- 20.19 The Directors may fill a casual vacancy, in their number of Directors, by appointment, to act for the appropriate period remaining on the original Director's term (whether elected or appointed). Any part of a year served in such circumstances by a newly appointed Director will be treated as if it were a full year for the purposes of article 20.9.
- 20.20 The Directors for the time being of the Board may act notwithstanding any vacancy in their body, provided that the number of Directors does not fall below five.
- 20.21 Subject to the provisions of these Articles, including Director rules and regulations set under article 19.2 and maximum terms, any person who is willing may act as a Director of the Company if permitted by law to do so.
- 20.22 A Director cannot be a Nominated Representative and, in the event, that a Nominated Representative shall be elected or appointed as a Director they shall immediately cease to be a Nominated Representative.

## **21 Termination of Director's term of office**

Whether an Elected Director or an Appointed Director, a person ceases to be a Director as soon as; -

- 21.1 that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- 21.2 a bankruptcy order is made against that person;
- 21.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 21.4 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;
- 21.5 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;
- 21.6 the Directors resolve that the person's office be vacated by a resolution duly passed in line with any Directors' code of conduct from time to time or in accordance with Section 168 and 169 of the 2006 Act;
- 21.7 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed that a Director or Chair be removed from office. Such a resolution shall not be passed unless a Director or Chair has

been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at their own option) being heard by or of making written representations to the Board.

## **22 Directors' remuneration**

- 22.1 Directors may undertake any services for the Company that the Directors decide.
- 22.2 Directors are entitled to such remuneration as the Directors determine; -
  - 22.2.1 for their services to the Company as Directors, and
  - 22.2.2 for any other service which they undertake for the Company
- 22.3 Subject to the Articles, a Director's remuneration may; -
  - 22.3.1 take any form,
  - 22.3.2 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,
  - 22.3.3 unless the Directors decide otherwise, Directors' remuneration accrues from day to day,
  - 22.3.4 unless the Directors decide 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 or of any other body corporate in which the Company is interested.

## **23 Directors' expenses**

The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at; -

- 23.1 meetings of Directors or committees,
- 23.2 General Meetings,
- 23.3 or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## **24 The President**

- 24.1 Nominations for the position of President must be made by a Member holding voting rights. The nomination must be submitted (together with the nominee's written consent) on the Company's approved application form. The nomination must be received by the Company at least six calendar weeks before the date of General Meeting in which the election is to take place. The Company will confirm receipt of valid nominations in writing to the nominator as soon as reasonably practicable after such receipt.

- 24.2 Nomination details shall be forwarded to all voting Members at least 14 days prior to the meeting at which the election is to take place.
- 24.3 The President shall hold office for a term of three years, retiring at the General Meeting nearest to the date on which their term of office expires (notwithstanding that the relevant General Meeting may precede the date on which their term of office expires), unless they shall have previously resigned.
- 24.4 Nothing shall prevent an existing or previous President serving a further term or terms should they be re-elected except that no President may be considered for further election if they have served for six years or more in the preceding 9 years prior to their consideration for election.
- 24.5 Any term served by a President before the adoption of these Articles shall not be included in the reckoning of the number of years served but will be used for the continuation of the rolling term election system in place at the time prior to the adoption of these articles.
- 24.6 The President cannot be a Nominated Representative and, in the event, that a Nominated Representative shall be elected President they shall immediately cease to be a Nominated Representative.

#### PART 4 - MEMBERS

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

### **25 Membership**

- 25.1 There shall be different categories of member and membership with different rights and privileges as agreed by the Directors and set out in the Membership Regulations of the Company as amended from time to time.
- 25.2 Every voting Member, on being accepted, will be entitled to receive notices of and attend all General Meetings of the Company, to be on the mailing list of the Company and to such other additional rights and privileges as the Directors may from time to time determine.
- 25.3 On acceptance of its application to become a Member such Member if requested to do so, shall provide the name of its Nominated Representative for voting purposes by notice in writing to the Company and a Member may at any time in like manner remove its Nominated Representative and make new nominations. A Nominated Representative must be 18 years old or over.
- 25.4 Notices will be made available in the manner determined by the Directors.

### **26 Termination of Membership**

- 26.1 A Member may withdraw from membership by giving 7 days' notice to the Company in writing.
- 26.2 Membership shall cease if a Member shall fail to pay any money due to the Company including without limitation any affiliation fee payable under these Articles or the Company's rules and Byelaws.

- 26.3 Membership is not transferable other than with the agreement of the Directors.
- 26.4 The Company, acting reasonably and following the disciplinary procedures of the Company may expel any Member (or members of it) if it considers that it is inappropriate that membership should continue or if the conduct of the Member (or members of it) shall bring the Company into disrepute.

## ORGANISATION OF GENERAL MEETINGS

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

- 27.1 There is no requirement for the Company to hold an annual General Meeting in any given year.
- 27.2 A General Meeting may be called at any time at the request of the Directors by giving 28 days' notice to the Members or upon receipt by the Company of a requisition to call such a meeting signed by not less than 6 Nominated Representatives with at least 2 being from the North Region and at least 2 from the South Region.
- 27.3 Any such request made by the Nominated Representatives must state the terms of a resolution or resolutions capable of being voted upon at the meeting
- 27.4 Following a valid request by the Nominated Representatives the Company must organise a General Meeting within 2 months of receiving the request.
- 27.5 The Directors will circulate notice for a General Meeting at least 28 days before the date of the meeting and circulate the agenda at least 14 days before the date of the meeting.
- 27.6 A Member or Director 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.
- 27.7 A Member is able to exercise the right to vote at a General Meeting when; -
- 27.7.1 that Member is able to vote, whether in person (including by Nominated Representative), by proxy, or by postal or electronic vote, on resolutions put to the vote at the meeting, and
- 27.7.2 that Member'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 persons attending the meeting.
- 27.8 The Directors may make whatever arrangements they consider appropriate to enable those attending a General Meeting to exercise their rights to speak or vote at it.
- 27.9 In determining attendance at a General Meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 27.10 Two or more 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**

No business other than the appointment of the chair of the meeting (subject to article 29) is to be transacted at a General Meeting if the persons attending it do not constitute a quorum. A quorum shall be 10 voting Members in person (including by Nominated Representative), by proxy or by postal or electronic vote.

## **29 Chairing General Meetings**

29.1 The Directors shall confirm in the notice of every General Meeting the name of the person who shall be chairing the meeting.

29.2 It is expected that the President will be the Chair of the General Meeting. Failing which, the duty will fall to the Chair of the Board. If the Chair of the Board is not available, the duty will fall to Senior Independent Director of the Board. This shall not impact the ability for the Directors to choose and confirm the person who shall be chairing the meeting.

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

29.4 If the identified chair of the meeting is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start; -

29.4.1 the Directors present must appoint a Director to chair the meeting;

29.4.2 (if no Directors are present), the meeting must appoint a Member to chair the meeting and the appointment of the chair of the meeting must be the first business of the meeting.

## **30 Attendance and speaking by Directors and non-Members**

30.1 Directors may attend and speak at all meetings of the Company, whether or not they are Members.

30.2 The chair of the meeting may permit other persons who are not Members or Nominated Representatives of Members to attend and speak at a General Meeting.

## **31 Adjournment**

31.1 If the persons attending a General Meeting within half an hour 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.

31.2 The chair of the meeting may adjourn a General Meeting at which a quorum is present if; -

31.2.1 the meeting consents to an adjournment, or

31.2.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting

or ensure that the business of the meeting is conducted in an orderly manner.

- 31.2.3 if any confidential information which may affect any voting at the meeting has been disclosed to any other person without the authorisation of the Directors.
- 31.3 The chair of the meeting must adjourn a General Meeting if directed to do so by the meeting.
- 31.4 When adjourning a General Meeting, the chair of the meeting must; -
  - 31.4.1 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 Directors, and
  - 31.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 31.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given);-
  - 31.5.1 to the same persons to whom notice of the Company's General Meeting is required to be given, and
  - 31.5.2 containing the same information which such notice is required to contain.
- 31.6 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.

#### VOTING AT GENERAL MEETINGS

### **32 Voting: general**

- 32.1 Methods of voting will be clearly indicated in notices of meetings, and may include:
  - 32.1.1 a show of hands of Members or Nominated Representatives of Members present;
  - 32.1.2 proxy voting;
  - 32.1.3 postal voting; and/or
  - 32.1.4 electronic voting.
- 32.2 The Directors may permit decisions to be taken at General Meetings by a combination of postal voting, voting by electronic means and voting in person or by proxy provided that each Member has only one vote.
- 32.3 Any election shall always be put to a vote and if there shall be more candidates than positions available the vote will be conducted by secret ballot.

- 32.4 The voting process stipulated at 32.2 shall not apply when the election is in relation to a role where only one candidate has come forward as a potential candidate for that role. In that situation if there is only one nominee for any position being considered the nominee will automatically be elected without the need for a vote.
- 32.5 For the avoidance of doubt no person other than a Member or Nominated Representative of a Member shall have the right to a vote at meetings unless that person is holding a proxy.
- 32.6 If a Nominated Representative shall by reason of sickness or any other cause be unable to attend a meeting then the Member which has appointed the Nominated Representative may by prior notice in writing to the Company appoint a temporary alternative representative to attend that meeting in place of such Nominated Representative or it may grant a proxy in writing either to the President, Chair or other Director, or to another Member or the Nominated Representative of another Member. No Nominated Representative may hold more than one proxy.
- 32.7 A temporary alternative representative shall have the same right to attend speak, hold a proxy and vote at such meeting as the Member or Nominated Representative of a Member whose place they have been appointed to take.
- 32.8 If a Member shall be unable to attend a General Meeting then the Member may grant a proxy in writing either to the Chair, a Director, or another Nominated Representative.

### **33 Voting: written resolutions**

- 33.1 A written resolution signed by a majority of those entitled to vote at a General Meeting (or, where the Companies Acts require, a greater majority) is as valid as a resolution actually passed at a General Meeting. For this purpose, the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature required to reach the relevant majority.
- 33.2 A written resolution under this article may not be combined with any other method of voting set out elsewhere in these Articles.

### **34 Errors and disputes**

- 34.1 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.
- 34.2 Any such objection must be referred to the chair of the meeting whose decision is final.

## **35 Poll votes**

- 35.1 A poll on a resolution may be demanded; -
  - 35.1.1 in advance of the General Meeting where it is to be put to the vote, or
  - 35.1.2 at a General Meeting, either before that resolution takes place or immediately after the result of that resolution is declared.
- 35.2 A poll may be demanded by; -
  - 35.2.1 the chair of the meeting;
  - 35.2.2 the Directors;
  - 35.2.3 two or more persons having the right to vote on the resolution.
- 35.3 A demand for a poll may be withdrawn if; -
  - 35.3.1 the poll has not yet been taken, and
  - 35.3.2 the chair of the meeting consents to the withdrawal.
- 35.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

## **36 Postal and electronic (email) voting**

- 36.1 The Directors must appoint at least two Independent individuals to serve as scrutineers to supervise the conduct of the postal/email ballot and the counting of votes.
- 36.2 If postal and/or email voting is to be allowed on a matter, the Company must send to Members not less than 21 days before the deadline for receipt of votes cast in this way:
  - 36.2.1 a notice by email, if the Member has agreed to receive notices in this way under article 40.1.2, including an explanation of the purpose of the vote and the voting procedure to be followed by the Member, and a voting form capable of being returned by email or post to the Company, containing details of the resolution being put to a vote, or of the candidates for election, as applicable;
  - 36.2.2 a notice by post to all other Members, including a written explanation of the purpose of the postal vote and the voting procedure to be followed by the Member; and a postal voting form containing details of the resolution being put to a vote, or of the candidates for election, as applicable.
- 36.3 The voting procedure must require all forms returned by post to be in an envelope with the Member's name and signature, and nothing else, on the outside, inside another envelope addressed to 'The Scrutineers', at the Company's principal office or such other postal address as is specified in the voting procedure.

- 36.4 The voting procedure for votes cast by email must require the Member's name to be at the top of the email, and the email must be authenticated in the manner specified in the voting procedure.
- 36.5 Email votes must be returned to an email address used only for this purpose and must be accessed only by a scrutineer.
- 36.6 The voting procedure must specify the closing date and time for receipt of votes and must state that any votes received after the closing date or not complying with the voting procedure will be invalid and not be counted.
- 36.7 The scrutineers must make a list of names of Members casting valid votes, and a separate list of Members casting votes which were invalid. These lists must be provided to a Director or other person overseeing admission to, and voting at, the General Meeting. A Member who has cast a valid postal or email vote must not vote at the meeting and must not be counted in the quorum for any part of the meeting on which they have already cast a valid vote. A Member who has cast an invalid vote by post or email is allowed to vote at the meeting and counts towards the quorum.
- 36.8 For postal votes, the scrutineers must retain the internal envelopes (with the Member's name and signature). For email votes, the scrutineers must cut off and retain any part of the email that includes the Member's name. In each case, a scrutineer must record on this evidence of the Member's name that the vote has been counted, or if the vote has been declared invalid, the reason for such declaration.
- 36.9 Votes cast by post or email must be counted by all the scrutineers before the meeting at which the vote is to be taken. The scrutineers must provide to the person chairing the meeting written confirmation of the number of valid votes received by post and email and the number of votes received which were invalid.
- 36.10 The scrutineers must not disclose the result of the postal/email ballot until after votes taken by hand or by poll at the meeting, or by poll after the meeting, have been counted. Only at this point shall the scrutineers declare the result of the valid votes received, and these votes shall be included in the declaration of the result of the vote.
- 36.11 Following the final declaration of the result of the vote, the scrutineers must provide to a Director or other authorised person bundles containing the evidence of Members submitting valid postal votes; evidence of Members submitting valid email votes; evidence of invalid votes; the valid votes; and the invalid votes.
- 36.12 Any dispute about the conduct of a postal or email ballot must be referred initially to a panel set up by the Directors, to consist of two Directors and two Independent individuals. If the dispute cannot be satisfactorily resolved by the panel, it must be referred to the Electoral Reform Services.

### **37 Content of proxy notices**

- 37.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which; -
- 37.1.1 states the name and address of the Member appointing the proxy;
  - 37.1.2 identifies the person appointed to be that Member's proxy and the General Meeting in relation to which that person is appointed;
  - 37.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine;
  - 37.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the General Meeting to which they relate.
- 37.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes, proxy notices must be received by the Company at least 48 hours before the start of the meeting to which the proxy refers.
- 37.3 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.
- 37.4 Unless a proxy notice indicates otherwise, it must be treated as; -
- 37.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - 37.4.2 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.

### **38 Delivery of proxy notices**

- 38.1 A Nominated Representative that is entitled to attend, speak or vote (by any means) 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 Member.
- 38.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing signed by the Member by whom or on whose behalf the proxy notice was given.
- 38.3 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.

### **39 Amendments to resolutions**

- 39.1 An ordinary resolution to be proposed at a General Meeting may be amended by ordinary resolution if;
- 39.1.1 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 48 hours before the meeting is to

take place (or such later time as the chair of the meeting may determine), and

- 39.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 39.2 A special resolution to be proposed at a General Meeting may be amended by ordinary resolution, if; -
  - 39.2.1 the chair of the meeting proposes the amendment at the General Meeting at which the resolution is to be proposed, and
  - 39.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 39.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

## PART 5 - ADMINISTRATIVE ARRANGEMENTS

### **40 Company Secretary**

A Company Secretary may be appointed by the Directors on such terms and conditions as the Directors shall decide and unless the person so appointed is a Director, the Company Secretary shall have no voting rights at Directors' meetings.

#### **Means of communication to be used**

- 40.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorized or required by any provision of that Act to be sent or supplied by or to the Company, including, without limitation:
  - 40.1.1 in hard copy form;
  - 40.1.2 in electronic form; or
  - 40.1.3 by making it available on a website.
- 40.2 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors 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.
- 40.3 Where a document or information is required or authorised to be sent or supplied by or to the Company under the Companies Act 2006 is sent or supplied in electronic form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Act (and not revoked that agreement). Where any other document or information is sent or supplied in electronic form or made available on a website the Directors may decide what agreement (if any) is required from the recipient.

- 40.4 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 48 hours.

#### **41 Records and accounts**

- 41.1 The Directors must comply with the requirements of the Companies Acts as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of:

- 41.1.1 annual returns;
- 41.1.2 annual reports; and
- 41.1.3 annual statements of account.

- 41.2 The Directors must keep proper records of:

- 41.2.1 all proceedings at Member meetings;
- 41.2.2 all proceedings at meetings of the Directors;
- 41.2.3 all reports of committees; and
- 41.2.4 all professional advice obtained.

- 41.3 The annual accounts must be audited, regardless of any exemptions which may apply from time to time.

#### **42 No right to inspect accounts and other records**

Except as provided by law or authorised by the Directors or 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.

#### **43 Provision for employees on cessation of business**

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

### DIRECTORS' INDEMNITY AND INSURANCE

#### **44 Indemnity**

- 44.1 A Director of the Company or an associated company may be indemnified out of the Company's assets against; -

- 44.1.1 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 an associated company,
- 44.1.2 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 Companies Act 2006),

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

44.2 This Article 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.

44.3 In this Article; -

44.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

44.3.2 a "relevant Director" means any Director or former Director of the Company or an associated company.

## **45 Insurance**

45.1 The Directors 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.

45.2 In this Article; -

45.2.1 a "relevant Director" means any Director or former Director of the Company or an associated company,

45.2.2 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 associated company or any pension fund or employees' share scheme of the Company or associated company, and

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

## **46 Dissolution**

46.1 The Company may only be wound up by special resolution of the Members at a General Meeting.

46.2 If the Company is wound up or dissolved and there is any property remaining after all its debts are settled, this will be given to some other institution or institutions that support Hockey provided that the receiving institution(s) also prohibits the distribution of income and property among its members in the same way as the Company. The institutions(s) will be decided by the Members at or before the time of dissolution.