

West Somerset Railway Association

(COMPANY NOT HAVING A SHARE CAPITAL)



Articles of Association

2010

THE COMPANIES ACTS 1985 AND 2006
COMPANY NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
WEST SOMERSET RAILWAY ASSOCIATION

1 The name of the company is West Somerset Railway Association and in this document it is called “the Association”. The registered office of the Association is to be situated in England and Wales.

2 INTERPRETATION

In the articles:

“address”	means a postal address or, for the purposes of electronic communication, a fax number, an email or postal address or a telephone number for receiving text messages in each case registered with the Association;
“the articles”	means the Association’s articles of association;
“the Association”	means the company intended to be regulated by these articles;
“Charities Act”	means the Charities Act 1993 as amended by the Charities Act 2006;
“Chairman”	means a person appointed in accordance with article 17.6
“clear days”	in relation to a period of notice means a period excluding: <ul style="list-style-type: none">- the day when the notice is given or deemed to be given; and- the day for which it is given or on which it is to take effect;
“the Commission”	means the Charity Commission for England and Wales;
“Companies Acts”	means the Companies Acts (as defined in section 2 of the Companies Acts 2006) insofar as they apply to the Association;
“Conflicted Trustee”	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person stands to receive a benefit from the Association, or has some separate interest or duty in a matter to be decided, or in relation to

	information which is confidential to the Association;
“Connected Person”	means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he or she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee’s family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee’s only connection is an interest consisting of no more than one per cent of the voting rights;
“a Corporate Member”	means a Group Body admitted to membership of the Association in accordance with Article 7;
“document”	includes, unless otherwise specified, any document sent or supplied in electronic form;
“electronic form”	has the meaning given in section 1168 of the Companies Act 2006;
“a Group Body”	means a corporate entity, partnership, club, trust, society or other group of people or entity that is not an individual or natural person;
“Head Office”	means the registered or other office from which the Association is effectively managed or controlled;
“Member”	means an Individual, but not including junior members, or Group Body admitted to membership of the Association in accordance with Article 7 provided that each type of member shall constitute one and the same class and ‘membership’ shall be construed accordingly;
“the memorandum”	means the Association’s memorandum of association;
“month”	means a calendar month;
“the seal”	means the common seal of the Association if it has one;

“the secretary”	means any person appointed to perform the duties of the secretary of the Association;
“a Trustee”	means a director of the Association who is a charity trustee as defined in the Charities Act. Trustees means the directors;
“the United Kingdom”	Great Britain and Northern Ireland;
“in writing”	means written, printed, lithographed or electronic form or partly one and partly another and any other mode of representing or reproducing words in a visible or legible form;

words importing one gender shall include all genders and the singular includes the plural and vice versa.

Unless the context otherwise requires words or expressions contained in the articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the Association.

Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

3 LIABILITY OF MEMBERS

- 3.1 The liability of the members is limited.
- 3.2 Every member of the Association promises, in the event of the Association being wound up while he or she or it is a member or within one year after he or she or it ceases to be a member, to contribute such sum as may be demanded of him or her or it towards the debts and liabilities of the Association incurred before he or she or it ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves, such sum not exceeding one pound.

4 OBJECTS

The Association is established to promote education by the restoring, preserving and displaying railway locomotives, carriages, wagons and other artefacts of historical interest and buildings connected therewith in particular but without prejudice to the generality of the foregoing, those connected with the South West of England and the preserving and displaying of books, drawings, records, documents, sound and visual recordings, cinematograph films and photographs relating to such artefacts and vehicles, their history and development.

5 POWERS

The Association has the power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular the Association has power:

- 5.1 to manage and be responsible for the whole of the assets of the former unincorporated Association known as the West Somerset Railway Association and to enter into such agreements and to take all such steps as may be necessary for the purpose;
- 5.2 to raise funds. In doing so, the Association must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
- 5.3 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 5.4 to sell, lease or otherwise dispose of all or any part of the property belonging to the Association. In exercising this power the Association must comply with sections 36 and 37 of the Charities Act 1993, as amended by the Charities Act 2006;
- 5.5 to borrow money and to charge the whole or any part of the property belonging to the Association as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The Association must comply with sections 38 and 39 of the Charities Act 1993, as amended by the Charities Act 2006, if it wishes to mortgage land;
- 5.6 to co-operate with other charities, voluntary bodies, statutory authorities and any company operating the Taunton to Minehead railway or any part thereof and to exchange information and advice with them;
- 5.7 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the objects;
- 5.8 to establish subsidiary companies to provide support and revenue for the activities and objects of the Association;
- 5.9 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity;
- 5.10 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 5.11 to employ and remunerate such staff as are necessary for carrying out the work of the Association. The Association may employ or remunerate a Trustee only to the extent it is permitted to do so by article 6 and providing it complies with the conditions in that article;
- 5.12 to:
 - a. deposit or invest funds;
 - b. employ a professional fund manager;
 - c. arrange for the investments or other property of the Association to be held in the name of a nominee;in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 5.13 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 73F of the Charities Act 1993.

6 BENEFITS AND CONFLICTS FOR MEMBERS AND TRUSTEES

- 6.1 The property and funds of the Association must be used only for promoting the Objects and do not belong to the Members but:
- a. Members who are not Trustees may be employed by or enter into contracts with the Association and receive reasonable payment for goods or services supplied; and subject to compliance with Article 6.4:
 - b. Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Association;
 - c. Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Association; and
 - d. Individual Members, Trustees and Connected Persons who are beneficiaries may receive charitable benefits in that capacity.
- 6.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Association except:
- a. as mentioned in Articles 5.13, 6.1b, 6.1c, 6.1d, or 6.3;
 - b. reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Association;
 - c. an indemnity in respect of any liabilities properly incurred in running the Association (including the costs of a successful defence to criminal proceedings);
 - d. payment to any company in which a Trustee or a Connected Person has no more than a one per cent shareholding; or
 - e. in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and subject, where required by the Act, to the approval or affirmation of the Members).
- 6.3 No Trustee or Connected Person may be employed by the Association except in accordance with Article 6.2e, but any Trustee or Connected Person may enter into a written contract with the Association (stating the maximum to be paid), to supply goods or services in return for a payment or other material benefit but only if:
- a. the goods or services are actually required by the Association, and the Trustees decide that it is in the best interests of the Association to enter into such a contract;
 - b. the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.4; and
 - c. no more than a minority of the Trustees are subject to such a contract in any financial year.
- 6.4 Subject to Article 6.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:

- a. declare the nature and extent of his or her interest at or before discussion begins on the matter;
 - b. withdraw from the meeting for that item after providing any information requested by the Trustees;
 - c. not be counted in the quorum for that part of the meeting; and
 - d. be absent during the vote and have no vote on the matter.
- 6.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Association to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee:
- a. to continue to participate in discussions leading to the making of a decision and/or to vote, or
 - b. to disclose information confidential to the Association to a third party, or
 - c. to take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Association, or to refrain from taking any step required to remove the conflict.
- 6.6 A Conflicted Trustee who obtains (other than through his or her position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Association if he or she declares the conflict in accordance with Article 6.4 and then withholds such confidential information from the Association.
- 6.7 For any transaction or arrangement authorised under Articles 5.13, 6.1b to 6.1d, 6.2 and 6.3, the Trustee's duty under the Act to avoid a conflict of interest with the Association shall be disapplied provided the relevant provisions of Article 6.4 have been followed.

7 MEMBERSHIP

- 7.1 The membership may consist of Individual Members (including Life Members), Corporate Members and Honorary Members and any other class of Member that the Trustees may establish from time to time.
- 7.2 The Members of the Association shall be such persons and Group Bodies who:-
- a. support the objects of the Association;
 - b. submit a signed application in the form required by the Trustees;
 - c. pay their first annual subscription (refundable in the event of non-admittance); and
 - d. are approved by the Trustees.
- 7.3 The Trustees must keep a register of members' names and addresses.

- 7.4 The admission of a Member shall be at the discretion of the Trustees, acting reasonably in the best interests of achieving the charitable purposes of the Association. The Trustees shall not be required to disclose their reasons for any refusal to approve an application.
- 7.5 Any individual shall be eligible for admission as a Member, provided he or she has attained the age of 16.
- 7.6 Any individual shall be eligible for admission as a junior member for as long as he or she is 13, 14 or 15 years of age. For the avoidance of doubt, junior members are not Members and will not have any voting rights.
- 7.7 Any Group Body shall be eligible for admission as a Corporate Member. A Corporate Member shall be entitled to appoint one representative, and any such representative shall be entitled to exercise on its behalf the same voting and all other rights as an Individual Member, and shall by virtue of its appointment as such representative be eligible for election or appointment to any office of the Association including the Trustees.
- 7.8 The Trustees may recommend a Member who has rendered outstanding service to the Association for Honorary Membership to be determined by the Members in general meeting. Once admitted, an Honorary Member shall enjoy all the privileges of membership including the right to vote except that they shall not by virtue of their Honorary Membership be required to pay any membership subscription.
- 7.9 Membership shall be terminated in the event that:
- a. a Member dies or, if a Corporate Member, ceases to exist;
 - b. a Member resigns by notice in writing to the Association unless on such resignation there would be less than two Members;
 - c. a Member's annual subscription or any other sum due to the Association is not, following one written reminder, paid in full within two months of the due date;
 - d. a Member is removed from membership by a majority resolution of those present and voting at a meeting of the Trustees provided always that no member shall be removed unless:-
 - (i) the Trustees resolve that, due to the Member's conduct or otherwise (at the Trustees' absolute discretion), it is in the best interests of the Association for membership to be removed;
 - (ii) such Member shall have 28 clear days' notice in writing of the date of the meeting and of the grounds upon which the Member's removal is sought;
 - (iii) such Member has been given the opportunity (by himself or herself or itself or through his or her or its nominated representative) to make representations to the Trustees; and
 - (iv) each Trustee has been given at least 28 clear days' notice that the business of the meeting will include the removal of a Member.

- 7.10 The Trustees may from time to time recommend the rate of the annual subscription for any class of Member, such rates to be determined by the Members in general meeting. A Life membership subscription shall entitle a Member to all the privileges of membership without any further subscription payment during the membership. A Life Member shall be subject to all the obligations of membership.
- 7.11 Membership is not transferable.
- 7.12 Where a person or Group Body has ceased for any reason to be a Member it shall be within the power of the Trustees, on such conditions as it may deem appropriate, to reinstate that person or Group Body as a Member.
- 7.13 Any person or Group Body ceasing to be a Member shall nevertheless remain liable to pay all sums (if any) for which he or she or it is liable to the Association as at the date of his or her or it ceasing to be a Member. Termination of membership shall not entitle any Member to repayment or refund of all or any part of his or her or its annual subscription that has already been paid or fallen due.

8 GENERAL MEETINGS AND NOTICE

- 8.1 An annual general meeting must be held in every calendar year. Not more than fifteen months may elapse between successive annual general meetings.
- 8.2 The Trustees may call a general meeting at any time.
- 8.3 The period of notice required for a general meeting of the Association shall be 14 clear days. A general meeting may be called, by shorter notice if it is so agreed, by a majority in number of Members having the right to attend and vote at the meeting where together such Members hold not less than 90 percent of the total voting rights.
- 8.4 The notice must specify the general nature of the business of the meeting and the place, day and time of the meeting, and state if it is an annual general meeting. The notice must also set out the right of Members to appoint a proxy under section 324 of the Companies Act 2006 and article 12.
- 8.5 The notice must be given to each Member having the right to attend and vote at the meeting including the nominated representative of a Corporate Member, and to the Trustees and auditors.
- 8.6 The accidental omission to give notice of a general meeting to a person who was entitled to receive such notice shall not invalidate any resolution passed, or the proceedings held, at any such meeting.

9 PROCEEDINGS AT GENERAL MEETINGS

- 9.1 No business shall be transacted at any general meeting unless a quorum is present. A quorum is 20 Members and authorised representatives of Corporate Members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting.

- 9.2 If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case the meeting shall be adjourned to such time and place as the Trustees shall determine, and if at such reconvened meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Members present in person or proxy and entitled to vote upon the business to be conducted at the meeting shall constitute a quorum.
- 9.3 Subject to article 9.5, the Trustees may reconvene an adjourned meeting by giving at least seven clear days' notice which states the date, time and place of such meeting.
- 9.4 General meetings shall be chaired by the person who has been appointed to chair meetings of the Trustees, the Chairman. If the Chairman is not present, then the Vice Chairman will chair the meeting. In the absence of both the Chairman and the Vice Chairman within 15 minutes of the time appointed for holding the meeting, a Trustee nominated by the Trustees shall chair the meeting. If there is only one Trustee present and willing to act, he or she shall chair the meeting. If no Trustee is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the Members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.
- 9.5 The chairman of a general meeting at which a quorum is present may (and shall if so directed by the Members at the meeting in person or by proxy on a show of hands) adjourn the meeting. No business shall be transacted at any reconvened meeting other than business that was to have been transacted at the adjourned meeting. Whenever a meeting is adjourned for thirty days or more, notice of the reconvened meeting shall be given in the same manner as an original meeting.
- 9.6 Any vote at a general meeting shall be decided on a show of hands.

10 VOTES OF MEMBERS

- 10.1 Subject to Article 10.3, each Individual Member aged 16 years or older and each Corporate Member shall have one vote.
- 10.2 The vote of a Corporate Member shall be exercisable by its nominated representative. The Corporate Member must give written notice to the Association of the name of its representative. If no such notice is received by the Association the representative will not be entitled to represent the Corporate Member or vote at any meeting. Once notice is received the Association shall register the details of the representative entitling such individual to attend and vote at meetings on behalf of the Corporate Member until such time as written notice to the contrary is received. The Trustees may treat any notice received as authentic and shall not be required to consider whether the representative has been properly appointed by the Corporate Member.

- 10.3 No Member shall be entitled to vote (in person, by proxy or by a representative) at any general meeting unless the Member is duly entered in the register of Members and has paid every subscription and other sum (if any) which is due and payable to the Association in respect of his or her or its membership.
- 10.4 Any objection to the qualification of any voter at a meeting must be raised at the meeting where the vote is tendered and the decision of the chairman of the meeting shall be final.

11 WRITTEN RESOLUTIONS

- 11.1 Subject to the provisions of article 11.2, Members may vote on resolutions in writing.
- 11.2 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75 percent) of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:-
- a. a copy of the proposed resolution has been sent to every Member entitled to vote; and
 - b. a simple majority (or in the case of a special resolution a majority of not less than 75 percent) of Members has signified its agreement to the resolution; and
 - c. it is contained in an authenticated document which has been received at the Association's registered office within the period of 56 days beginning with the circulation date.
- 11.3 A resolution in writing may comprise any number of copies to which one or more Members have signified their agreement, all of which, when taken together shall constitute one written resolution.
- 11.4 In the case of a Corporate Member, the authorised representative may signify its agreement in accordance with the Corporate Member's own constitutional rules and any legal requirements.

12 PROXIES OF MEMBERS

- 12.1 Any Member may appoint another person (who does not need to be a Member) to exercise all or any part of a Member's rights to attend, to speak at and to vote at a general meeting of the Association.
- 12.2 The notice in writing appointing a proxy (a "proxy notice") and any written authority under which it is executed (or any copy of such authority certified by a notary or in some other manner approved by the Trustees) shall be lodged with the Association not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the proxy notice proposes to vote:
- a. in the case of a proxy notice, at the Association's registered office or such other address in the United Kingdom specified in the notice

convening the meeting or in the proxy notice form sent out by the Association in relation to the meeting; or

- b. in the case of an appointment contained in an electronic communication, and where an address has been specified by the Association for the purpose of receiving electronic communications in the notice convening the meeting, or in any proxy notice (or in any invitation contained in an electronic communication to appoint a proxy) sent by the Association in relation to the meeting, to such address.

12.3 In the case of a representative of a Corporate Member, any proxy shall be appointed by the Corporate Member itself or its attorney and not by the representative, unless such representative is duly authorised by the Corporate Member to do so.

12.4 Any proxy notice not received as described in Article 12.2 shall be invalid. No proxy notice shall be valid after the expiration of twelve months from the date of its execution.

12.5 A vote given in accordance with the terms of a proxy notice by a representative of a Corporate Member shall be valid notwithstanding:-

- a. in the case of an individual, the previous death or insanity of the appointer; or
- b. in the case of a Corporate Member, it ceasing to exist; or
- c. in respect of any Member, the revocation or determination of the proxy or of the authority under which the proxy was executed,

provided that no notice in writing of any of the circumstances in this article 12.5 have been received at the address specified in article 12.2, before the commencement of the meeting or adjourned meeting at which the vote is given.

12.6 Any proxy notice shall be in the form as set out in schedule 1 to the articles or as near to it as circumstances will permit or in any other form that the Trustees may approve.

13 THE TRUSTEES

13.1 The number of Trustees shall be neither less than six nor more than 12 unless otherwise determined by ordinary resolution.

13.2 A Trustee must be a natural person aged 16 years or older. Subject to the provisions of article 15, there is no maximum age limit for a Trustee.

13.3 A person who is neither a Member nor a representative of a Corporate Member shall not be eligible for appointment as a Trustee.

13.4 A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at the meetings of the Trustees.

13.5 Subject to the number of Trustees not exceeding the prescribed maximum, the Trustees may appoint a Member of the Association as a Trustee at any time providing that any Member so appointed shall retain his or her office

only until the next annual general meeting when he or she will be eligible for election by the Members.

- 13.6 A Trustee must not be paid any remuneration unless it is authorised by article 6.

14 ROTATION, APPOINTMENT AND RETIREMENT OF TRUSTEES

- 14.1 The Association may by ordinary resolution appoint a person who is a Member as a Trustee providing he or she is willing to act as a trustee and as a director registered at Companies House. The Association may also by ordinary resolution determine the rotation in which Trustees are to retire.
- 14.2 Members entitled to vote shall be notified of the Trustees due to retire by rotation at an annual general meeting and those eligible for re-election and shall be invited to nominate another Member for election as a Trustee to fill any vacancy that becomes available by rotation or otherwise. The nomination paper shall be in a form determined by the Trustees from time to time and shall be made available to Members not less than 120 days prior to the meeting. The Trustees may, as they sees fit, request information about a Member nominated to be a Trustee.
- 14.3 No Member shall be eligible for election as a Trustee unless a nomination paper signed by two Members as proposer and seconder and by the nominee consenting to act as a trustee and as a director registered at Companies House has been received by the Trustees not less than 85 clear days prior to the annual general meeting.
- 14.4 No Member shall be eligible for election as a Trustee if at the date of the annual general meeting at which it is proposed he or she be elected, he or she:
- a. is an employee of the Association; or
 - b. has been an employee of the Association at any time in the preceding 12 months; or
 - c. is disqualified from acting as a Trustee under the provisions of article 15.
- 14.5 All Members who are entitled to receive notice of an annual general meeting must be given not less than seven nor more than 28 clear days' notice of any resolution to be put to the meeting to appoint a Trustee other than a Trustee who is to retire by rotation.
- 14.6 If there are more candidates than vacancies for Trustees, the election of candidates shall be determined by a vote of the Members in accordance with the provisions of these articles. In the event of an equality of votes, the candidate or candidates to be elected from those having an equal number of votes shall be chosen by lot.
- 14.7 At every annual general meeting one-third of the Trustees who are subject to retirement by rotation (excluding Trustees appointed by the Trustees between annual general meetings who shall in any event retire), or if their

number is not three or a multiple of three, the number nearest to one third, shall retire from office. If there is only one Trustee he or she must retire.

- 14.8 The Trustees to retire by rotation shall be those who have been longest in office since their last appointment. If any Trustees became or were appointed Trustees on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- 14.9 If the Association, at the meeting at which a Trustee retires by rotation, does not fill the vacancy, the retiring Trustee shall, if willing to act, be deemed re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for his or her re-appointment is put to the meeting and lost.
- 14.10 A Trustee retiring by rotation shall be eligible for re-election. No person, other than a Trustee retiring by rotation and standing for re-election, shall be appointed or re-appointed at any general meeting unless he or she is formally nominated pursuant to this article 14 and elected by the Members.
- 14.11 The appointment of a Trustee shall take effect upon the conclusion of the annual general meeting at which he or she is appointed. If a Trustee is required to retire at an annual general meeting by a provision of the articles the retirement shall take effect at the conclusion of the meeting.
- 14.12 The Trustees may from time to time appoint honorary officers who shall hold office for such time and on such terms as the Trustees may determine.

15 DISQUALIFICATION AND REMOVAL OF TRUSTEES

A Trustee shall cease to hold office if he or she:-

- 15.1 ceases to be a director by virtue of any provision in the Companies Acts or is prohibited by law from being a director;
- 15.2 is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision);
- 15.3 ceases to be a Member or representative of a Corporate Member of the Association;
- 15.4 becomes incapable by reason of mental disorder, illness, or injury of managing and administering his or her own affairs;
- 15.5 becomes incapable of attending, or participating in, meetings of the Trustees by reason of infirmity or a failure of his or her mental faculties and the Trustees, at their absolute discretion, resolve that his or her office be vacated;
- 15.6 is removed from office by a resolution of the Association pursuant to the Acts;
- 15.7 resigns as a Trustee by notice to the Association (provided at least the prescribed minimum number of Trustees remains at the time notice takes effect); or
- 15.8 is absent without permission of the Trustees from four consecutive meetings of the Trustees and the Trustees resolve that his or her office be vacated.

16 POWERS AND DUTIES OF THE TRUSTEES

- 16.1 The business of the Association shall be managed by the Trustees which may exercise all the powers of the Association subject to any restrictions or limitations imposed by the Companies Acts, the articles or any special resolution.
- 16.2 No alteration of the memorandum or the articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.
- 16.3 The Trustees may from time to time make rules for the proper conduct and management of the Association. A rule made by the Trustees must not affect or repeal or be inconsistent with anything contained in the articles. The rules for the time being in force shall be binding upon all Members. The Association in general meeting has the power to alter, add to or repeal the rules.
- 16.4 The Trustees may act notwithstanding any vacancy in the Trustees provided always that in the event their number shall at any time be reduced to less than the minimum prescribed number or less than the number fixed as a quorum, the continuing Trustees or Trustee may lawfully act only for the purpose of admitting Members to the Association, filling vacancies, or of calling a general meeting.
- 16.5 The Trustees shall keep and maintain a register of Trustees' interests. Trustees must enter in the register the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Association which has not previously been entered in the register. The register will be open to inspection by the Members and any authority as required by law. Where appropriate, interests of Trustees shall be declared at meetings of the Trustees.
- 16.6 The Trustees shall be required to act in accordance with their duties both in their capacities as company directors and as charity trustees as may be required from time to time by the Companies Acts and the Charities Acts.

17 PROCEEDINGS OF THE TRUSTEES

- 17.1 The Trustees shall meet at least twice a year (and normally once a month and at such other times as it thinks fit). The Trustees may adjourn or otherwise regulate their meetings as they think fit.
- 17.2 The quorum shall be three or one third of the total number of Trustees whichever shall be the greater. Subject to the provisions of article 16.5, no decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made. 'Present' includes being present by suitable electronic means agreed by the Trustees on which a participant or participants may communicate with all other participants.
- 17.3 Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the person who is chairing the meeting shall have a second or casting vote. Subject to any shorter notice period agreed by

all the Trustees and the provisions of article 17.2, at least five clear days' notice of every meeting of the Trustees must be given to each Trustee.

- 17.4 The Chairman of the Trustees or in his or her place the Vice Chairman may call a meeting of the Trustees. The secretary or in his or her place the Chairman of the Trustees must call a meeting of Trustees within 21 days of being requested to do so by four Trustees and at least 14 days written notice of such meeting shall be given to all Trustees including details of the business to be considered.
- 17.5 A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate simultaneously with all the other participants.
- 17.6 The Trustees shall from time to time elect a Chairman from amongst the existing Trustees who shall be entitled to chair all meetings of the Trustees at which he or she shall be present. The Trustees may determine for what period the Chairman is to hold office and may at any time revoke such appointment. The Trustees may also elect a Vice Chairman from amongst the existing Trustees and likewise determine the period he or she is to hold office and may at any time revoke such appointment. If at any meeting the Chairman of the Trustees is not present within five minutes after the time appointed for the meeting, the Vice Chairman shall preside over the meeting. In the absence within the above time limit of either of the Chairman of the Trustees or the Vice Chairman, the remaining Trustees present at the meeting shall choose one of their number to chair the meeting until the Chairman of the Trustees, or as the case may be, the Vice Chairman arrives.
- 17.7 All acts bona fide done by the meeting of the Trustees or of any properly constituted sub-committee of the Trustees, or by any person acting as a Trustee shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Trustee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Trustee or of any sub-committee of the Trustees.
- 17.8 The Trustees must ensure proper minutes are kept of all:
 - a. appointments of Trustees and other officers;
 - b. proceedings at meetings of the Trustees;
 - c. powers or functions delegated to sub-committees of Trustees;
 - d. proceedings at meetings of sub-committees of Trustees;
 - e. proceedings at meetings of the Association.

Any such minutes of any meeting, if purported to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

- 17.9 In respect of a meeting of the Trustees or of any sub-committee of the Trustees, a resolution in writing signed by a simple majority of all the

Trustees who are entitled to receive notice of a meeting of the Trustees or of such sub-committee of the Trustees, as the case may be, and to vote upon the resolution, shall be as valid and effectual as if it had been passed at a meeting of the Trustees or of such sub-committee, as the case may be, duly convened and held, provide that:-

- a. a copy of the resolution is sent to all the Trustees eligible to vote; and
- b. a simple majority of the Trustees has signified its agreement to the resolution in an authenticated document or documents which are received at Head Office within 28 days beginning with the circulation date.

18 DELEGATION BY THE TRUSTEES

- 18.1 The Trustees may delegate any of their powers except under Article 7.8 d. to sub-committees consisting of such of the Trustees as they think fit, and any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Trustees.
- 18.2 Meetings and proceedings of any such sub-committee shall be governed by the provisions of these articles in the same way that they regulate the meetings and proceedings of the Trustees so far as applicable and so far as the same shall not be superseded by any regulations made by the Trustees. All acts and proceedings of any such sub-committees shall be reported back to the Trustees in the manner determined by the Trustees.
- 18.3 The Trustees may at any time revoke or alter any delegation of power given under the articles.

19 SECRETARY

- 19.1 The Trustees may appoint a secretary to be responsible for the administrative affairs of the Trustees and to oversee the application of the principles of, and good practice in, corporate governance. The Trustees may also appoint an assistant and any person so appointed may act as temporary secretary in the absence of the secretary or if the position of secretary is vacant.
- 19.2 The secretary may be a Trustee unless the post holder is in receipt of remuneration in which case the arrangements detailed in 20.1 below will apply.

20 TREASURER

- 20.1 The Trustees may from time to time appoint a treasurer or honorary treasurer, determine his or her powers and duties, fix his or her salary, if any, and at their discretion remove or suspend him or her from office. The person appointed will be responsible for the oversight of the Association's financial affairs in accordance with the principles and practice of sound financial management and governance in accordance with his or her powers and duties as determined by the Trustees. The treasurer or honorary treasurer if not in receipt of remuneration shall be a Trustee. If in receipt of remuneration, the post shall be ex-officio with the post holder attending meetings of the Trustees as an officer of the Association.

- 20.2 The Trustees may also at any time appoint a temporary substitute for the treasurer, who shall, on such appointment for the purpose of these articles be deemed to be the treasurer.
- 20.3 All monies payable to the Association shall be received by the treasurer or such other officers of the Association or such Bank as the Trustees may from time to time appoint to receive the same. The receipt of the treasurer or such other officer or banker shall be a sufficient discharge.

21 BANKERS

One or more banking accounts shall be kept in the name of the Association at such bank or banks as the Trustees shall from time to time determine. Cheques shall only be drawn, signed and endorsed and other forms of payment or transfer effected in such manner by such person or persons as the Trustees or its delegated officers or relevant sub-committee shall from time to time direct.

22 THE SEAL

The Seal of the Association if any shall not be affixed to any instrument except by the authority of a resolution of the Trustees, and in the presence of at least two Trustees and of the secretary if any, and the said members and secretary if any shall sign every instrument to which the Seal shall be affixed in their presence, and in favour of any purchaser or person at the time dealing with the Association such signature shall be conclusive evidence of the fact that the Seal has been properly affixed. A register shall be kept of such dealings.

23 ACCOUNTS

- 23.1 The Trustees must keep accounting records as required by the Companies Acts.
- 23.2 The accounting records shall be kept at the Head Office, or, subject to the Companies Acts, at such other place as the Trustees shall think fit, and shall be open to the inspection of Trustees at all reasonable times.
- 23.3 The Association in general meeting may from time to time impose reasonable restrictions as to the time and manner of the inspection by the Members, other than Trustees, of the accounts and books of the Association, or any of them, and subject to such restrictions the accounts and books of the Association shall be open to the inspection of such Members at reasonable notice during business hours.
- 23.4 At the annual general meeting in every year the Trustees shall lay before the Association a proper income and expenditure account for the period since the last preceding account made up to a date not more than eight months before such meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Trustees and the Auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents

required by law to be annexed or attached thereto or to accompany the same shall not less than 21 clear days before the date of the meeting, subject nevertheless to the provisions of the Acts, be sent to the Auditors and to all other persons entitled to receive notices of general meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall be open to inspection and be read before the meeting as required by the relevant provisions of the Acts.

24 AUDIT

24.1 Once at least in every calendar year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors.

24.2 Auditors shall be appointed and their duties regulated in accordance with the relevant provisions of the Acts.

25 MEANS OF COMMUNICATION

25.1

- a. Subject to the articles, anything sent or supplied by or to the Association may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Association.
- b. Subject to the articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

25.2 Any notice to be given to or by any person pursuant to these articles:

- a. must be in writing; or
- b. must be given in electronic form.

25.3

- a. The Association may give any notice to a Member either:
 - (i) personally; or
 - (ii) by sending it by post in a prepaid envelope addressed to the Member at his or her or its address; or
 - (iii) by leaving it at the address of a Member; or
 - (iv) by giving it in electronic form to the Member's address.
- b. A member who does not register an address with the Association or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Association.

25.4 A Member present in person at any meeting of the Association shall be deemed to have received notice of the meeting and of the purposes for which it was called.

25.5

- a. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- b. Proof that an electronic form of notice was given shall be conclusive where the Association can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.
- c. In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:
 - (i) 48 hours after the envelope containing it was posted; or
 - (ii) in the case of an electronic form of communication, 48 hours after it was sent.

26 INDEMNITY

26.1 The Association shall indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.

26.2 The Association may indemnify an auditor against any liability incurred by him or her or it

- a. in defending proceedings (whether civil or criminal) in which judgement is given in his or her or its favour or he or she or it is acquitted; or
- b. in connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

27 DISSOLUTION

If upon winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Association, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Association, 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 Association under or by virtue of article 6.3, such charitable institution or institutions to be determined by the Members of the Association at or before the time of dissolution, or in default thereof by the Secretary of the Heritage Railway Association and if so and so far as effect cannot be given to such provision then to the Transport Trust or some other charitable object.

SCHEDULE 1

WEST SOMERSET RAILWAY ASSOCIATION

PROXY NOTICE

I/we of being
Member/s no. of the above-named charity, hereby appoint the *chairman of the meeting,
or failing *him or her, [name and address of substitute].....
..... as my/our proxy to vote in my/our
names[s] and on my/our behalf at the [annual/adjourned] general meeting of this charity to be held
on theday of and at any adjournment thereof.

This form is to be used in respect of the resolutions noted below as follows:

Resolution	For**	Against**
[number]		
[number]		
[number]		

**tick the appropriate box to indicate if, and how, you wish your proxy to vote on a resolution.

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

Signed [name] this day of 20 .

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

We, the several persons whose names and addresses are subscribed, are desirous of being formed into an Association in pursuance of this Memorandum of Association.

Brian John Crudge, Headmaster
22, Stoke Road, Taunton, Somerset, TA1 3EJ.

Richard Peter Jones, Deputy Headteacher
Meadowleigh, Houndsmoor Lane, Milverton.
Taunton, Somerset TA4 1LF.

John Edward Pearce, Sales Manager
2 Keats Road, Taunton TA1 2JB

David Leslie Randall, Electricity Supply Supervisor
48 Sandhurst Road, Yeovil. Somerset BA20 2LF

Audrey Mary Short, Chartered Accountant
Poldens, Church Lane, Ruishton, Taunton. TA3 5LL

Gareth Winter, Plant Engineer
22 Lansdowne Rd Taunton TA2 7QD

Anthony Frank Yardley, Civil Engineer
8 Beggs Close, North Petherton TA6 6RW

Dated the 16th day of May 1994

Witness to the above Signatures:

A Bishop – Retired
Ruscombe, Brent Street, Brent Knoll,
Highbridge, Somerset TA9 4BE

