

A

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association

of

West Somerset Railway Association

Company No: 02968284

BWB
Bates Wells Brait

10 Queen Street Place, London EC4R 1BE
www.bwblp.com

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association of West Somerset Railway Association

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber

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 4JB

David Leslie Randall, Electronic 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 Road, Taunton, TA2 7QD

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

Dated 16 May 1994

Witness to the above signatures:

A Bishop
Retired
Ruscombe, Brent Street, Brent Knoll,
High Bridge, Somerset, TA9 4BE

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

West Somerset Railway Association

Company No: 02968284

[adopted on 30 September 2017]



10 Queen Street Place, London EC4R 1BE
www.bwbllp.com

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Index to Articles of Association of West Somerset Railway Association

| | |
|---|----|
| INTERPRETATION..... | 1 |
| 1. Defined terms | 1 |
| OBJECTS AND POWERS..... | 1 |
| 2. Objects | 1 |
| 3. Powers | 1 |
| LIMITATION ON PRIVATE BENEFITS..... | 3 |
| 4. Limitation on private benefits | 3 |
| LIMITATION OF LIABILITY AND INDEMNITY..... | 5 |
| 5. Liability of members | 5 |
| 6. Indemnity | 5 |
| TRUSTEES..... | 5 |
| <i>TRUSTEES' POWERS AND RESPONSIBILITIES</i> | 5 |
| 7. Trustees' general authority | 5 |
| 8. Members' reserve power | 5 |
| 9. Chair | 5 |
| 11. Committees | 6 |
| 12. Delegation of investment management | 7 |
| 13. Rules | 7 |
| <i>DECISION-MAKING BY TRUSTEES</i> | 8 |
| 14. Trustees to take decisions collectively | 8 |
| 15. Calling a Trustees' meeting | 8 |
| 16. Participation in Trustees' meetings | 8 |
| 17. Quorum for Trustees' meetings | 9 |
| 18. Chairing of Trustees' meetings | 9 |
| 19. Casting vote | 9 |
| 20. Unanimous decisions without a meeting | 9 |
| 21. Trustee interests and management of conflicts of interest | 10 |
| 22. Register of Trustees' interests | 11 |
| <i>APPOINTMENT AND RETIREMENT OF TRUSTEES</i> | 12 |
| 23. Number of Trustees | 12 |
| 24. Appointment of Trustees and retirement of Trustees by rotation | 12 |
| 25. Disqualification and removal of Trustees | 14 |
| PATRONS..... | 15 |
| 26. Patrons | 15 |
| MEMBERS..... | 15 |
| <i>BECOMING AND CEASING TO BE A MEMBER</i> | 15 |
| 27. Becoming a member | 15 |
| 28. Termination of membership | 15 |
| 29. Categories of membership | 16 |
| 30. Individual Members | 16 |

| | | |
|-----|---|----|
| 31. | Corporate Members | 16 |
| 32. | Incorporated Organisations | 17 |
| 33. | Unincorporated Organisations | 17 |
| 34. | Honorary Members | 17 |
| 35. | Associate members | 17 |
| | <i>ORGANISATION OF GENERAL MEETINGS</i> | 18 |
| 36. | Annual general meetings | 18 |
| 37. | Other general meetings | 18 |
| 38. | Length of notice | 18 |
| 39. | Contents of notice | 18 |
| 40. | Service of notice | 18 |
| 41. | Attendance and speaking at general meetings | 19 |
| 42. | Quorum for general meetings | 19 |
| 43. | Chairing general meetings | 19 |
| 44. | Attendance and speaking by Trustees, patrons and non-members | 20 |
| 45. | Adjournment | 20 |
| | <i>VOTING AT GENERAL MEETINGS</i> | 21 |
| 46. | Voting: general | 21 |
| 47. | Votes | 21 |
| 48. | Errors and disputes | 22 |
| 49. | Poll votes | 22 |
| 50. | Procedure on a poll | 23 |
| 51. | Proxies | 23 |
| 52. | Delivery of Proxy Notices | 24 |
| 53. | Amendments to resolutions | 26 |
| | <i>WRITTEN RESOLUTIONS</i> | 26 |
| 54. | Written resolutions | 26 |
| | <i>ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS</i> | 27 |
| 55. | Communications by the Association | 27 |
| 56. | Communications to the Association | 29 |
| 57. | Secretary | 29 |
| 58. | Irregularities | 29 |
| 59. | Minutes | 29 |
| 60. | Records and accounts | 30 |
| 61. | Exclusion of model articles | 30 |
| | <i>WINDING UP</i> | 30 |
| 62. | Winding up | 30 |
| | <i>SCHEDULE</i> | 31 |
| | <i>INTERPRETATION – DEFINED TERMS</i> | 31 |

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of West Somerset Railway Association

Company No: 02968284

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

OBJECTS AND POWERS

2. Objects

The objects of the Association are to promote education in the heritage of the railway from Taunton to Minehead by restoring, preserving and displaying railway locomotives, carriages, wagons and other artefacts (including documents, drawings, photographs, recordings and films) of historical interest and the buildings connected therewith.

3. Powers

3.1 To further its objects the Association may:

3.1.1 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;

3.1.2 provide and assist in the provision of money, materials or other help;

3.1.3 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;

3.1.4 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;

3.1.5 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;

3.1.6 provide or procure the provision of counselling and guidance;

3.1.7 provide or procure the provision of advice;

3.1.8 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;

- 3.1.9 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.10 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.1.11 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Association must comply as appropriate with the Charities Act 2011);
- 3.1.12 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Association must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 3.1.13 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.14 invest the Association's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.1.15 arrange for investments or other property of the Association to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.1.16 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.1.17 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.18 accept (or disclaim) gifts of money and any other property;
- 3.1.19 raise funds by way of subscription, donation or otherwise;
- 3.1.20 trade in the course of carrying out the objects of the Association and carry on any other trade which is not expected to give rise to taxable profits;
- 3.1.21 incorporate and acquire subsidiary companies to carry on any trade;
- 3.1.22 subject to Article 4 (Limitation on private benefits):
 - (a) engage and pay employees, consultants and professional or other advisers; and
 - (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.1.23 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.1.24 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Association's objects);
- 3.1.25 undertake and execute charitable trusts;

- 3.1.26 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Association, including (without limitation) by creating permanent endowment;
- 3.1.27 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.1.28 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.1.29 pay out of the funds of the Association the costs of forming and registering the Association;
- 3.1.30 insure the property of the Association against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Association;
- 3.1.31 provide indemnity insurance for the Trustees or any other officer of the Association in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to “charity trustees” in the said Section 189(1) shall be treated as references to officers of the Association); and
- 3.1.32 do all such other lawful things as may further the Association’s objects.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

- 4.1 The income and property of the Association shall be applied solely towards the promotion of its objects.

Permitted benefits to members

- 4.2 No part of the income and property of the Association may be paid or transferred directly or indirectly by way of dividend or bonus or otherwise by way of profit to any member of the Association. This shall not prevent any payment in good faith by the Association of:
 - 4.2.1 any payments made to any member in his, her or its capacity as a beneficiary of the Association;
 - 4.2.2 reasonable and proper remuneration to any member for any goods or services supplied to the Association (including services performed by the member under a contract of employment with the Association), provided that if such member is a Trustee Articles 4.3 and 4.4 shall apply;
 - 4.2.3 interest at a reasonable and proper rate on money lent by any member to the Association;
 - 4.2.4 any reasonable and proper rent for premises let by any member to the Association; and
 - 4.2.5 any payments to a member who is also a Trustee which are permitted under Articles 4.3 or 4.4.

Permitted benefits to Trustees and Connected persons

4.3 No Trustee may:

4.3.1 sell goods, services or any interest in land to the Association;

4.3.2 be employed by, or receive any remuneration from, the Association; or

4.3.3 receive any other financial benefit from the Association;

unless the payment is permitted by Article 4.4 or authorised by the court or the Charity Commission.

4.4 A Trustee may receive the following benefits from the Association:

4.4.1 a Trustee or person Connected to a Trustee may receive a benefit from the Association in his, her or its capacity as a beneficiary of the Association;

4.4.2 a Trustee or person Connected to a Trustee may be reimbursed by the Association for, or may pay out of the Association's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Association;

4.4.3 no Trustee or Connected Person may be employed by the Association (except in exceptional circumstances and with the prior consent of the Charity Commission), 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 of 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 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 21 (Trustee Interests and Management of Conflicts of Interest); and

(c) no more than a minority of the Trustees are subject to such a contract in any financial year.

4.4.4 a Trustee or person Connected to a Trustee may receive interest at a reasonable and proper rate on money lent to the Association;

4.4.5 a Trustee or person Connected to a Trustee may receive reasonable and proper rent for premises let to the Association;

4.4.6 the Association may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.1.31;

4.4.7 a Trustee or other officer of the Association may receive payment under an indemnity from the Association in accordance with the indemnity provisions set out at Article 6; and

4.4.8 a payment may be made to any company in which a Trustee or Connected Person has no more than 1% shareholding.

provided that where benefits are conferred under Article 4.4, Article 21 (Trustee Interests and Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of members

5.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Association in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for:

5.1.1 payment of the Association's debts and liabilities contracted before he, she or it ceases to be a member;

5.1.2 payment of the costs, charges and expenses of winding up; and

5.1.3 adjustment of the rights of the contributories among themselves.

6. Indemnity

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Association shall be indemnified out of the assets of the Association in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Association may be indemnified out of the assets of the Association in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

7. Trustees' general authority

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

8. Members' reserve power

8.1 The members may, by special resolution, direct the Trustees to take, or refrain from taking, specified action.

8.2 No such special resolution invalidates anything which the Trustees have done before the passing of the resolution.

9. Chair

9.1 The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office.

9.2 The Trustees may also appoint one of their number to be the Vice-Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office.

10. **Trustees may delegate**

10.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.

10.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Association to any person or committee.

10.3 Any delegation by the Trustees may be:

10.3.1 by such means;

10.3.2 to such an extent;

10.3.3 in relation to such matters or territories; and

10.3.4 on such terms and conditions;

as they think fit.

10.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

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

10.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Association for such purposes and on such conditions as they determine.

11. **Committees**

11.1 In the case of delegation to committees:

11.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);

11.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;

11.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;

11.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

11.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Association except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

11.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

12. **Delegation of investment management**

12.1 The Trustees may delegate the management of investments to a Financial Expert or Financial Experts provided that:

12.1.1 the investment policy is set down in Writing for the Financial Expert or Financial Experts by the Trustees;

12.1.2 timely reports of all transactions are provided to the Trustees;

12.1.3 the performance of the investments is reviewed regularly with the Trustees;

12.1.4 the Trustees are entitled to cancel the delegation arrangement at any time;

12.1.5 the investment policy and the delegation arrangements are reviewed regularly;

12.1.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

12.1.7 the Financial Expert or Financial Experts must not do anything outside the powers of the Trustees.

13. **Rules**

13.1 The Trustees may from time to time make, repeal or alter such rules as they think fit as to the management of the Association and its affairs. The rules shall be binding on all members of the Association. No rule shall be inconsistent with the Companies Acts, the Articles or any rule of law.

13.2 The rules may regulate the following matters but are not restricted to them:

13.2.1 the duties of any officers or employees of the Association;

13.2.2 the admission of members of the Association and the benefits conferred on such members, and any subscriptions, fees or payments to be made by members;

13.2.3 the conduct of members of the Association in relation to one another, and to the Association's employees and volunteers;

13.2.4 the conduct of business of the Trustees or any committee (including, without limitation, how the Trustees make decisions and how such rules are to be recorded or communicated to Trustees);

13.2.5 the procedure at general meetings;

- 13.2.6 any of the matters or things within the powers or under the control of the Trustees; and
- 13.2.7 generally, all such matters as are commonly the subject matter of company rules.
- 13.3 The Association in general meeting has the power to alter, add to or repeal the rules.

DECISION-MAKING BY TRUSTEES

14. Trustees to take decisions collectively

- 14.1 Any decision of the Trustees must be either:
 - 14.1.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 19); or
 - 14.1.2 a unanimous decision taken in accordance with Article 20.

15. Calling a Trustees' meeting

- 15.1 Four Trustees may (and the Secretary, if any, must at the request of four Trustees) call a Trustees' meeting.
- 15.2 A Trustees' meeting must be called by at least 14 Clear Days' notice unless either:
 - 15.2.1 all the Trustees agree; or
 - 15.2.2 urgent circumstances require shorter notice.
- 15.3 In deciding on the date and time of any Trustees' meeting, the Trustees calling or requesting the Secretary to call the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Trustees as practicable are likely to be available to participate.
- 15.4 Notice of Trustees' meetings must be given to each Trustee.
- 15.5 Every notice calling a Trustees' meeting must specify:
 - 15.5.1 the place, day and time of the meeting;
 - 15.5.2 the general nature of the business to be considered at such meeting; and
 - 15.5.3 if it is anticipated that Trustees 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.
- 15.6 Notice of Trustees' meetings need not be in Writing.
- 15.7 Article 55 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

16. Participation in Trustees' meetings

- 16.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:

- 16.1.1 the meeting has been called and takes place in accordance with the Articles; and
- 16.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).
- 16.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 16.3 If all the Trustees 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.

17. **Quorum for Trustees' meetings**

- 17.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 17.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than three, and unless otherwise fixed it is three or one-third of the total number of Trustees, whichever is the greater.
- 17.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision:
 - 17.3.1 to appoint further Trustees; or
 - 17.3.2 to call a general meeting so as to enable the members to appoint further Trustees.

18. **Chairing of Trustees' meetings**

- 18.1 The Chair, if any, shall preside as chair of each Trustees' meeting.
- 18.2 If, at any meeting of the Trustees, the Chair is not present within five minutes of the time appointed for the meeting, the Vice-Chair shall preside as chair of the meeting.
- 18.3 If, at any meeting of the Trustees, the Chair and the Vice-Chair are not present within five minutes of the time appointed for the meeting, the Trustees present at the meeting shall choose one of their number to chair the meeting until the Chair or the Vice Chair, as the case may be, arrives.

19. **Casting vote**

- 19.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.
- 19.2 Article 19.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

20. **Unanimous decisions without a meeting**

- 20.1 A decision is taken in accordance with this Article 20 when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Trustees cannot rely on this Article to make a decision if one or more of the Trustees has a Conflict of Interest which, under Article 21, results in them not being entitled to vote.
- 20.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.
- 20.3 A decision which is made in accordance with this Article 20 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 20.3.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary (“the Recipient”), which person may, for the avoidance of doubt, be one of the Trustees;
- 20.3.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) as soon as reasonably practicable whether the resolution has been formally approved by the Trustees in accordance with this Article 20.3;
- 20.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
- 20.3.4 the Recipient must prepare a minute of the decision in accordance with Article 59 (Minutes).

21. **Trustee interests and management of conflicts of interest**

Declaration of interests

- 21.1 Unless Article 21.2 applies, a Trustee must declare the nature and extent of:
- 21.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Association; and
- 21.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Association or his or her duties to the Association.
- 21.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

Participation in decision-making

- 21.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Association, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.
- 21.4 When any Trustee has a conflict of interest with or in respect of the Association ("**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:
- 21.4.1 to continue to participate in discussions leading to the making of a decision and/or to vote;
- 21.4.2 to disclose information confidential to the Association to a third party; or
- 21.4.3 to take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a person Connected with him or her of any payment or material benefit from the Association, or to refrain from taking any step to remove the conflict.
- 21.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 21.5, he or she must:
- 21.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;
- 21.5.2 not be counted in the quorum for that part of the process; and
- 21.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Association

- 21.6 Where a Trustee or person Connected with him or her has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:
- 21.6.1 the Trustee shall not be in breach of his or her duties to the Association by withholding confidential information from the Association if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and
- 21.6.2 the Trustee shall not be accountable to the Association for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.
- 21.7 A Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Association shall be disapplied in relation to the transactions and arrangements permitted by Article 3.1.31 and described in Articles 4.4.1 to 4.4.7 (inclusive).

22. **Register of Trustees' interests**

The Trustees must ensure a register of Trustees' interests is kept.

APPOINTMENT AND RETIREMENT OF TRUSTEES

23. **Number of Trustees**

There shall be at least six and no more than 10 Trustees unless otherwise determined by ordinary resolution.

24. **Appointment of Trustees and retirement of Trustees by rotation**

24.1 Those persons notified to the Registrar of Companies as the first directors of the Association shall be the first Trustees.

24.2 Any person who is willing to act as a Trustee, who is a Member or a representative of a Corporate Member and who would not be disqualified from acting under the provisions of Article 25, may be appointed to be a Trustee:

24.2.1 by ordinary resolution; or

24.2.2 by a decision of the Trustees in accordance with Article 25.3.

24.3 Any Trustee appointed in accordance with Article 25.2.2 will only stay in office until the next annual general meeting when he or she will be eligible for election by the Members.

Automatic retirement

24.4 At every annual general meeting the following Trustees must retire from office but may (subject to the provisions of this Article 24) offer themselves for reappointment by the members:

24.4.1 one third of the Trustees who are subject to retirement by rotation, or the number nearest to one third; and

24.4.2 any Trustees who have been appointed by the Trustees since the last annual general meeting.

24.5 The following rules shall apply to determine who shall retire by rotation under Article 24.4.1:

24.5.1 the Trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment;

24.5.2 as between persons who became or were last reappointed Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be decided by lot;

24.5.3 if there is only one Trustee who is subject to retirement by rotation, he or she shall retire;

24.5.4 Trustees appointed by the Trustees under Article 25.2.2 shall not be taken into account in determining the Trustees who are to retire by rotation.

- 24.5.5 For the avoidance of doubt, the maximum term of any Trustee who is subject to retirement by rotation shall be three years after which time they must offer themselves for reappointment.

Deemed reappointment

- 24.6 If the Association at the meeting at which a Trustee retires by virtue of Article 24.4.1 does not fill the vacancy, the retiring Trustee will, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Trustee is put to the meeting and lost.

Maximum term

- 24.7 A Trustee who has served for two consecutive terms of office must take a break from office and may not be reappointed until the earlier of:
- 24.7.1 the anniversary of the commencement of his or her break from office; and
- 24.7.2 if applicable, the annual general meeting following the annual general meeting at which his or her break from office commenced.

For the purposes of this Article 25.7 a term of office shall not include a term for which the Trustee was appointed by a decision of the Trustees.

Minimum age

- 24.8 No person may be appointed as a Trustee unless he or she has reached the age of 16 years.

Conditions of appointment

- 24.9 No person other than a Trustee retiring by virtue of Article 24.4.1 shall be appointed or reappointed a Trustee at any general meeting unless:
- 24.9.1 he or she is nominated for election by another Member; and
- 24.9.2 at least 30 but not more than 60 Clear Days before the date appointed for the meeting, notice executed by two members qualified to vote at the meeting has been given to the Association of the intention to nominate that person for appointment or reappointment stating the particulars which would, if he or she were so appointed or reappointed, be required to be included in the Association's register of Trustees together with notice executed by that person of his or her willingness to be appointed or reappointed.
- 24.10 At least five but not more than 28 Clear Days before the date appointed for holding a general meeting notice must be given to all who are entitled to receive notice of the meeting of any person (other than a Trustee retiring by virtue of Article 24.4.1 at the meeting) who is recommended by the Trustees for appointment or reappointment as a Trustee at the meeting or in respect of whom notice has been duly given to the Association of the intention to propose him or her at the meeting for appointment or reappointment as a Trustee.
- 24.11 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:

- 24.11.1 is an employee of the Association;
- 24.11.2 has been an employee of the Association at any time in the preceding 12 months; or
- 24.11.3 has not been a Member for the whole of the 12 months immediately preceding the closing date for nominations for the annual general meeting at which he or she wishes to stand for election.

Timing of retirement

- 24.12 A Trustee who retires at an annual general meeting and who is not reappointed shall retain office until either:
 - 24.12.1 the meeting appoints someone in his or her place; or
 - 24.12.2 (if no one is appointed in his or her place) until the end of the meeting.

General

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

25. Disqualification and removal of Trustees

- 25.1 A Trustee shall cease to hold office if:
 - 25.1.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
 - 25.1.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;
 - 25.1.3 he or she ceases to be a Member or a representative of a Corporate Member of the Association;
 - 25.1.4 he or she is the subject of a written opinion by a registered medical practitioner who is treating him or her addressed to the Association stating that the Trustee has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
 - 25.1.5 notification is received by the Association from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least the prescribed minimum number of Trustees will remain in office when such resignation has taken effect);
 - 25.1.6 he or she fails to attend four consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;
 - 25.1.7 at a general meeting of the Association, a resolution is passed that he or she be removed from office, provided the meeting has invited his or her views and considered the matter in the light of such views; or
 - 25.1.8 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed by at least half of the total number of trustees that he or she be removed from office.

- 25.1.9 Such a resolution shall not be passed unless he or she 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 his or her option) being heard by or of making written representations to the Trustees.

PATRONS

26. Patrons

The Trustees may appoint and remove any individual(s) as patron(s) of the Association on such terms as they shall think fit. A patron (if not a member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Association and shall also have the right to receive accounts of the Association when available to members.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

27. Becoming a member

27.1 The members of the Association shall be the subscribers to the Memorandum of Association of the Association and such other persons as are admitted to membership by the Trustees in accordance with the Articles.

27.2 With the exception of the subscribers to the Memorandum, no person may become a member of the Association unless:

27.2.1 that person supports the objects of the Association;

27.2.2 that person has attained the age of 16 years;

27.2.3 that person pays their first annual subscription (refundable in the event of non-admittance);

27.2.4 that person has applied for membership in a manner approved by the Trustees; and

27.2.5 the Trustees have approved the application. The Trustees may in their absolute discretion decline to accept any person as a member and need not give reasons for so doing.

27.3 The Trustees may from time to time prescribe criteria for membership but will not be obliged to accept persons fulfilling those criteria as members.

Subscriptions

27.4 The Trustees may at their discretion levy subscriptions on members of the Association at such rate or rates as they shall decide.

Register of members

27.5 The names of the members of the Association must be entered in the register of members which shall include, where relevant, a note that an unincorporated organisation is a member through the person of its chair under Article 34, details of the nominated representative which is a member of the Association on behalf of an unincorporated organisation under Article 33.

28. Termination of membership

28.1 Subject to Article 34, membership is not transferable.

28.2 A member shall cease to be a member:

28.2.1 if the member, being an individual, dies;

28.2.2 if the member is a member on behalf of an unincorporated organisation under Article 34 and the unincorporated organisation ceases to exist;

28.2.3 if the member, being a Corporate Member, goes into liquidation other than for the purpose of a solvent reconstruction or amalgamation, has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets, or has an order made or a resolution passed for its winding up;

28.2.4 on the expiry of at least seven Clear Days' notice given by the member to the Association of his, her or its intention to withdraw;

28.2.5 if any subscription or other sum payable by the member to the Association is not paid on the due date and remains unpaid seven days after notice served on the member by the Association informing him, her or it that he, she or it will be removed from membership if it is not paid. The Trustees may re-admit to membership any person removed from membership on this ground on him, her or it paying such reasonable sum as the Trustees may determine; or

28.2.6 if, at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed resolving that the member be expelled on the ground that his, her or its continued membership is harmful to or is likely to become harmful to the interests of the Association. Such a resolution may not be passed unless the member has been given at least 28 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees. A member expelled by such a resolution shall nevertheless remain liable to pay to the Association any subscription or other sum owed by him, her or it.

29. Categories of membership

29.1 Subject to Article 29.2, the Trustees may establish such different categories of membership as they think fit. The Trustees may, at their discretion, impose different subscriptions and confer different benefits on different membership categories and may, at their discretion, alter such benefits and subscriptions at any time.

29.2 The Trustees may not create different classes of members with different rights within the meaning of those parts of the Companies Acts which deal with class rights.

30. **Individual Members**

Subject to Article 28.2, any individual or natural person shall be eligible for admission as an Individual Member.

31. **Corporate Members**

31.1 Subject to Article 28.2, any Group Body shall be eligible for admission as a Corporate Member.

32. **Incorporated organisations**

32.1 An organisation admitted to membership which is an incorporated body may by resolution of its directors or other governing body authorise a person or persons to act as its authorised representative or representatives at any meeting of the Association. Evidence of the appointment of the representative must be provided in the form of:

32.1.1 an original or certified copy of the resolution of the directors or other governing body of the Corporate Member;

32.1.2 a letter confirming the appointment of the representative on the letterhead of the Corporate Member signed by a duly authorised individual and submitted with evidence of the authority under which it was signed; or

32.1.3 such other form as the Trustees may reasonably require.

32.2 A person authorised under Article 33.1 may exercise (on behalf of the Corporate Member) the same powers as the Corporate Member could exercise if it were an individual member and shall, by virtue of its appointment of an authorised representative in accordance with Article 33.1, be eligible for election or appointment to any office of the Association including the Trustees.

33. **Unincorporated organisations**

An organisation admitted to membership which is unincorporated shall be a member through the person of its nominated representative from time to time. Every such organisation must notify the Association in writing of the name of its nominated representative and may, subject to the Trustees' right to decline to accept any person as a member, replace such nominated representative at any time by giving notice to the Association. The membership rights may be exercised by the nominated representative or by the organisation which he or she represents.

34. **Honorary Members**

34.1 The Trustees may nominate an individual who has rendered outstanding service to the Association to be an Honorary Member.

34.2 Once nominated by a decision of the Trustees, the appointment of an Honorary Member must be made by majority vote at a general meeting.

34.3 The membership of an Honorary Member may be terminated by a majority vote of the Members at a general meeting.

34.4 An Honorary Member shall be entitled to all of the privileges and obligations of membership without any further subscription payments being due for as long as they are an Honorary Member.

35. **Associate members**

The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make, provided that no such associate members shall be members of the Association for the purposes of the Articles or the Companies Acts.

ORGANISATION OF GENERAL MEETINGS

36. **Annual general meetings**

The Association must hold an annual general meeting within 18 months of incorporation and afterwards once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next. It shall be held at such time and place as the Trustees think fit.

37. **Other general meetings**

37.1 The Trustees may call a general meeting at any time.

37.2 The Trustees must call a general meeting if required to do so by the members under the Companies Acts.

38. **Length of notice**

38.1 All general meetings must be called by either:

38.1.1 at least 14 Clear Days' notice; or

38.1.2 shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the members.

39. **Contents of notice**

39.1 Every notice calling a general meeting must specify the place, day and time of the meeting and the general nature of the business to be transacted.

39.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.

39.3 In every notice calling a meeting of the Association there must appear with reasonable prominence a statement informing the member of his, her or its rights to appoint another person as his, her or its proxy at a meeting of the Association.

39.4 If the Association gives an electronic Address in a notice calling a meeting, it will be deemed to have agreed that any Document or information relating to proceedings at the meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice).

40. **Service of notice**

Notice of general meetings must be given to every member, including the nominated representative for any Corporate Member, to the Trustees, to any patron(s) and to the auditors of the Association.

41. **Attendance and speaking at general meetings**

41.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

41.2 A person is able to exercise the right to vote at a general meeting when:

41.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

41.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

41.3 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

41.4 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.

42. **Quorum for general meetings**

42.1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present.

42.2 The quorum shall be 30 persons entitled to vote on the business to be transacted (each being a member, an authorised representative of a Corporate Member or a proxy for a member)

42.2.1 If two or more persons are authorised representatives of the same Corporate Member they shall together count as one person for the purposes of Article 42.2.

42.3 If a quorum is not present within half an hour from the time appointed for the meeting:

42.3.1 the chair of the meeting may adjourn the meeting to such day, time and place (within 14 days of the original meeting) as he or she thinks fit; and

42.3.2 failing adjournment by the chair of the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such day (within 14 days of the original meeting), time and place as the Trustees may determine, and if at the adjourned

meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

43. Chairing general meetings

43.1 The Chair (if any), failing which the Vice-Chair, or in the absence of both the Chair and the Vice-Chair, some other Trustee nominated by the Trustees shall preside as chair of every general meeting.

43.2 If neither the Chair, the Vice-Chair nor any Trustee nominated in accordance with Article 43.1 and willing to act is present within fifteen minutes after the time appointed for holding the meeting, the Trustees present shall elect one of their number to chair the meeting and, if there is only one Trustee present and willing to act, he or she shall be chair of the meeting.

43.3 If no Trustee is present and willing to act as chair of the meeting within fifteen minutes after the time appointed for holding the meeting, the members present in person, or via their authorised representative if a Corporate Member, or by proxy and entitled to vote must choose one of the members or authorised representatives of Corporate Members present in person to be chair of the meeting. For the avoidance of doubt, a proxy holder who is not a member entitled to vote shall not be entitled to be appointed chair of the meeting under this Article 43.3.

44. Attendance and speaking by Trustees, patrons and non-members

44.1 Patrons may attend and speak at general meetings, whether or not they are members.

44.2 The chair of the meeting may permit other persons who are not members of the Association (or otherwise entitled to exercise the rights of members in relation to general meetings) to attend and speak at a general meeting.

45. Adjournment

45.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

45.1.1 the meeting consents to an adjournment; or

45.1.2 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.

45.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

45.3 When adjourning a general meeting, the chair of the meeting must:

45.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees; and

45.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

45.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Association must give at least 7 Clear Days' notice of it:

- 45.4.1 to the same persons to whom notice of the Association's general meetings is required to be given; and
- 45.4.2 containing the same information which such notice is required to contain.
- 45.5 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

46. Voting: general

- 46.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 46.2 On a vote on a resolution at a meeting on a show of hands, unless a poll is duly demanded, a declaration by the chair of the meeting that the resolution:
 - 46.2.1 has or has not been passed; or
 - 46.2.2 passed with a particular majority;

is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with Article 59 is also conclusive evidence of that fact without such proof.

47. Votes

Votes on a show of hands

- 47.1 On a vote on a resolution which is carried out by a show of hands, the following persons have one vote each:
 - 47.1.1 each member present in person; and
 - 47.1.2 (subject to Article 52.3) each proxy present who has been duly appointed by one or more persons entitled to vote on the resolution; and
 - 47.1.3 each authorised representative of a Corporate Member present;

provided that if a person attending the meeting falls within both of the above categories, he or she is not entitled to cast more than one vote but shall instead have a maximum of one vote.

Votes on a poll

- 47.2 On a vote on a resolution which is carried out by a poll, the following persons have one vote each:
 - 47.2.1 every member present in person; and
 - 47.2.2 every member present by proxy (subject to Article 52.3); and

- 47.2.3 every authorised representative of a Corporate Member (subject to Article 47.3) present.
- 47.3 On a vote on a resolution at a meeting which is carried out by a poll, if more than one authorised representative of a Corporate Member purports to vote on behalf of the same Corporate Member:
 - 47.3.1 if they purport to vote in the same way, they will be treated as having cast one vote between them; and
 - 47.3.2 if they purport to vote in different ways they are treated as not having voted.

General

- 47.4 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have.
- 47.5 No member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Association have been paid.

48. Errors and disputes

- 48.1 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.
- 48.2 Any such objection must be referred to the chair of the meeting whose decision is final.

49. Poll votes

- 49.1 A poll on a resolution may be demanded:
 - 49.1.1 in advance of the general meeting where it is to be put to the vote; or
 - 49.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 49.2 A poll may be demanded by:
 - 49.2.1 the chair of the meeting;
 - 49.2.2 the Trustees;
 - 49.2.3 two or more persons having the right to vote on the resolution;
 - 49.2.4 any person, who, by virtue of being appointed proxy or authorised representative of a Corporate Member for one or more members having the right to vote on the resolution, holds two or more votes; or
 - 49.2.5 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

49.3 A demand for a poll may be withdrawn if:

49.3.1 the poll has not yet been taken; and

49.3.2 the chair of the meeting consents to the withdrawal.

50. **Procedure on a poll**

50.1 Subject to the Articles, polls at general meetings must be taken when, where and in such manner as the chair of the meeting directs.

Results

50.2 The chair of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.

50.3 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

Timing

50.4 A poll on:

50.4.1 the election of the chair of the meeting; or

50.4.2 a question of adjournment;

must be taken immediately.

50.5 Other polls must be taken within 30 days of their being demanded.

50.6 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

Notice

50.7 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.

50.8 In any other case, at least seven days' notice must be given specifying the time and place at which the poll is to be taken.

51. **Proxies**

Power to appoint

51.1 A member (including a Corporate Member) is entitled to appoint another person as his, her or its proxy to exercise all or any of his, her or its rights to attend and speak and vote at a meeting of the Association. A proxy must vote in accordance with any instructions given by the member by whom the proxy is appointed.

Manner of appointment

- 51.2 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:
 - 51.2.1 states the name and address of the member appointing the proxy;
 - 51.2.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 51.2.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - 51.2.4 is delivered to the Association in accordance with the Articles and any instructions contained in the notice of general meeting to which they relate.
- 51.3 A proxy for a member representing an unincorporated organisation under Article 34 may be appointed by the member or by the organisation which he or she represents.
- 51.4 The Association may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 51.5 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.
- 51.6 Unless a Proxy Notice indicates otherwise, it must be treated as:
 - 51.6.1 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
 - 51.6.2 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.

52. Delivery of Proxy Notices

- 52.1 The Proxy Notification Address in relation to any general meeting is:
 - 52.1.1 the registered office of the Association; or
 - 52.1.2 any other Address or Addresses specified by the Association as an Address at which the Association or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form; or
 - 52.1.3 any electronic Address falling within the scope of Article 52.2.
- 52.2 If the Association gives an electronic Address:
 - 52.2.1 in a notice calling a meeting;
 - 52.2.2 in an instrument of proxy sent out by it in relation to the meeting; or
 - 52.2.3 in an invitation to appoint a proxy issued by it in relation to the meeting;

it will be deemed to have agreed that any Document or information relating to proxies for that meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice). In this Article 52.2, Documents relating to proxies include the appointment of a proxy in relation to a meeting, any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy, and notice of the termination of the authority of a proxy.

Attendance of member

- 52.3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting (including an authorised representative of a Corporate Member) remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Association by or on behalf of that person (or the Corporate Member which they represent). If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.

Timing

- 52.4 Subject to Articles 52.5 and 52.6, a Proxy Notice must be received at a Proxy Notification Address not less than 48 hours before the general meeting or adjourned meeting to which it relates.
- 52.5 In the case of a poll taken more than 48 hours after it is demanded, the Proxy Notice must be received at a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.
- 52.6 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be:
- 52.6.1 received in accordance with Article 52.4; or
- 52.6.2 given to the chair, Secretary (if any) or any Trustee at the meeting at which the poll was demanded.

Interpretation

- 52.7 Saturdays, Sundays, and Public Holidays are not counted when calculating the 48 hour and 24 hour periods referred to in this Article 52.

Revocation

- 52.8 An appointment under a Proxy Notice may be revoked by delivering a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address.
- 52.9 A notice revoking the appointment of a proxy only takes effect if it is received before:
- 52.9.1 the start of the meeting or adjourned meeting to which it relates; or
- 52.9.2 (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

Execution

52.10 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

53. Amendments to resolutions

53.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

53.1.1 notice of the proposed amendment is given to the Association in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours (excluding Saturdays, Sundays and Public Holidays) before the meeting is to take place (or such later time as the chair of the meeting may decide); and

53.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

53.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

53.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

53.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

53.3 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.

WRITTEN RESOLUTIONS

54. Written resolutions

General

54.1 Subject to this Article 54 a written resolution agreed by:

54.1.1 members representing a simple majority; or

54.1.2 (in the case of a special resolution) members representing not less than 75%;

of the total voting rights of eligible members shall be effective.

54.2 On a written resolution each member shall have one vote.

54.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

54.4 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

Circulation

- 54.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his, her or its agreement and the date by which the resolution must be passed if it is not to lapse.

In relation to a resolution proposed as a written resolution of the Association the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.

- 54.6 The required majority of eligible members must signify their agreement to the written resolution within the period of 56 days beginning with the Circulation Date.
- 54.7 Communications in relation to written resolutions must be sent to the Association's auditors in accordance with the Companies Acts.

Signifying agreement

- 54.8 A member signifies his, her or its agreement to a proposed written resolution when the Association receives from him, her or it (or from someone acting on his, her or its behalf) an authenticated Document:

- 54.8.1 identifying the resolution to which it relates; and
- 54.8.2 indicating the member's agreement to the resolution.

- 54.9 For the purposes of Article 54.8:

- 54.9.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and

- 54.9.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:

- (a) the identity of the sender is confirmed in a manner specified by the Association; or
- (b) where no such manner has been specified by the Association, if the communication contains or is accompanied by a statement of the identity of the sender and the Association has no reason to doubt the truth of that statement.

- 54.10 If the Association gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

55. Communications by the Association

Methods of communication

- 55.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Association under the Articles or the Companies Acts 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 the Association, including without limitation:

- 55.1.1 in Hard Copy Form;
 - 55.1.2 in Electronic Form; or
 - 55.1.3 by making it available on a website.
- 55.2 Where a Document or information which is required or authorised to be sent or supplied by the Association under the Companies Acts 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 Acts (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 Trustees may decide what agreement (if any) is required from the recipient.
- 55.3 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.

Deemed delivery

- 55.4 A member present in person or by proxy or via their authorised representative if a Corporate Member at a meeting of the Association shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 55.5 Where any Document or information is sent or supplied by the Association to the members:
- 55.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
 - 55.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
 - 55.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
 - (a) when the material was first made available on the website; or
 - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 55.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a member) may agree with the Association that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

- 55.7 Where any Document or information has been sent or supplied by the Association by Electronic Means and the Association receives notice that the message is undeliverable:

- 55.7.1 if the Document or information has been sent to a member or Trustee and is notice of a general meeting of the Association, the Association is under no obligation to send a Hard Copy of the Document or information to the member's or Trustee's postal address as shown in the Association's register of members or Trustees, but may in its discretion choose to do so;
- 55.7.2 in all other cases, the Association shall send a Hard Copy of the Document or information to the member's postal address as shown in the Association's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and
- 55.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

- 55.8 Copies of the Association's annual accounts and reports need not be sent to a person for whom the Association does not have a current Address.
- 55.9 Notices of general meetings need not be sent to a member who does not register an Address with the Association, or who registers only a postal address outside the United Kingdom, or to a member for whom the Association does not have a current Address.

56. Communications to the Association

The provisions of the Companies Acts shall apply to communications to the Association.

57. Secretary

- 57.1 A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:
- 57.1.1 anything authorised or required to be given or sent to, or served on, the Association by being sent to its Secretary may be given or sent to, or served on, the Association itself, and if addressed to the Secretary shall be treated as addressed to the Association; and
- 57.1.2 anything else required or authorised to be done by or to the Secretary of the Association may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

58. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

59. **Minutes**

59.1 The Trustees must ensure minutes are made:

59.1.1 of all appointments of officers made by the Trustees;

59.1.2 of all resolutions of the Association and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and

59.1.3 of all proceedings at meetings of the Association and of the Trustees,[and of committees of Trustees,] including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Association, be sufficient evidence of the proceedings.

60. **Records and accounts**

60.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

60.1.1 annual reports;

60.1.2 annual statements of account; and

60.1.3 annual returns or confirmation statements.

60.2 Except as provided by law or authorised by the Trustees or an ordinary resolution of the Association, no person is entitled to inspect any of the Association's accounting or other records or Documents merely by virtue of being a member.

61. **Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

WINDING UP

62. Winding up

If upon winding up or dissolution 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 similar objects 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 4, 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

INTERPRETATION – DEFINED TERMS

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

| | Term | Meaning |
|-----|---------------------------|--|
| 1.1 | “Address” | includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means; |
| 1.2 | “Articles” | the Association’s articles of association; |
| 1.3 | “Chair” | has the meaning given in Article 9; |
| 1.4 | “Association” | The West Somerset Railway Association; |
| 1.5 | “Circulation Date” | in relation to a written resolution, has the meaning given to it in the Companies Acts; |
| 1.6 | “Clear Days” | in relation to the period of a notice, that period excluding 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; |
| 1.7 | “Companies Acts” | the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Association; |
| 1.8 | “Connected” | any person falling within one of the following categories: <ul style="list-style-type: none">(a) a member of the Trustee’s family or household;(b) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or(c) the spouse or civil partner of any person in (b); or(d) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (b) or (c);(e) a person or body who is a business associate of the Trustee (not including a company with which the Trustee’s only |

connection is an interest consisting of no more than 1% of the voting rights); or

(f) any company, partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

| | | |
|------|---|--|
| 1.9 | “Corporate Member” | has the meaning given in Article 32; |
| 1.10 | “Document” | includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form; |
| 1.11 | “Electronic Form” and “Electronic Means” | have the meanings respectively given to them in Section 1168 of the Companies Act 2006; |
| 1.12 | “Financial Expert” | an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000; |
| 1.13 | “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; |
| 1.14 | “Hard Copy” and “Hard Copy Form” | have the meanings respectively given to them in the Companies Act 2006; |
| 1.15 | “Honorary Member” | has the meaning given in Article 35; |
| 1.16 | “Member” | has the meaning given in Article 28.1; |
| 1.17 | “Proxy Notice” | has the meaning given in Article 51; |
| 1.18 | “Proxy Notification Address” | has the meaning given in Article 52; |
| 1.19 | “Public Holiday” | means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered; |
| 1.20 | “Secretary” | the secretary of the Association (if any); |
| 1.21 | “Trustee” | a director of the Association, and includes any person occupying the position of director, by whatever name called; and |
| 1.22 | “Writing” | 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. |