

**The Companies Acts 2006**  
**Company limited by guarantee**  
**ARTICLES OF ASSOCIATION OF**

**THE RAILWAY PERFORMANCE SOCIETY FOUNDATION**

**1. Name**

The name of the company is **THE RAILWAY PERFORMANCE SOCIETY FOUNDATION** (the “Charity”)

**2. Registered Office**

The registered office of the Charity is to be in England and Wales.

**3. Interpretation**

In these Articles:

“**address**” means a postal address or, for the purposes of electronic communication, a fax number, and e-mail or postal address or a telephone number for receiving text messages in each case registered with the Charity;

“**AGM**” means an annual general meeting of the Charity;

“**Articles**” means the Charity’s articles of association;

“**Board**” means the Board of Directors

“**clear days**” in relation to the period of a notice means a 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;

“**Chairman**” means the chairman of the Board

“**Charities Act**” means the Charities Acts 1992, 1993 and 2006

“**Commission**” means the Charity Commission for England and Wales;

“**Companies Acts**” means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Charity;

“**connected person**” means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Director, any firm of which a Director is a member or employee, and any company of which a Director is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;

“**custodian**” means a person or body who undertakes safe custody of assets or of documents or records relating to them

**“document”** includes unless otherwise specified, any document sent or supplied in electronic form

**“EGM”** means an extraordinary general meeting of the Charity;

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

**“financial expert”** means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

**“financial year”** means the Charity’s financial year;

**“firm”** includes a limited liability partnership;

**“indemnity insurance”** means insurance against personal liability incurred by any Director for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

**“material benefit”** means a benefit which may not be financial but has a monetary value;

**“Member”** refers to company membership of the Charity;

**“Memorandum”** means the Charity’s Memorandum of Association;

**“month”** means calendar month;

**“nominee company”** means a corporate body registered or having an established place of business in England and Wales;

**“Objects”** means the Objects of the Charity as defined in article 6

**“officers”** includes the Directors and the Secretary (if any)

**“seal”** means the common seal of the Charity if it has one

**“taxable trading”** means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;

**“Directors”** means the directors of the Charity (who are charity trustees as defined by section 97 of the Charities Act 1993

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

**“written”** or **“in writing”** refers to a legible document on paper including a fax message

**“year”** means calendar year; and

words importing one gender shall include both other genders, and the singular shall include the plural and vice versa.

Unless the context otherwise requires words and expressions contained in the Articles have the same meanings as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the Charity.

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

**4. Limited Liability**

The liability of Members is limited.

**5. Guarantee**

Every Member promises, if the Charity is dissolved while he remains a Member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while he was a Member.

**6. Objects**

The objects of the Charity are to collect preserve and disseminate data and information regarding railway traction performance anywhere in the world so as to promote the education of the public in the understanding of railway traction performance and to apply the income of the Charity and all or such part of its capital to or for the benefit of the Charity and promotion of such Charitable Objects

**7. Powers**

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 7.1 To promote or carry out research.
- 7.2 To provide advice.
- 7.3 To publish or distribute information.
- 7.4 To co-operate with other bodies.
- 7.5 To support, administer or set up other charities.
- 7.6 To raise funds (but not by means of taxable trading).
- 7.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act).
- 7.8 To acquire or hire property of any kind.
- 7.9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act).
- 7.10 To make grants or loans of money and to give guarantees.

- 7.11 To set aside funds for special purposes or as reserves against future expenditure.
- 7.12 To deposit or invest in funds in any manner (but to invest only after obtaining such advice from a financial expert as the Directors consider necessary and having regard to the suitability of investments and the need for diversification).
- 7.13 To delegate the management of investments to a financial expert, but only on terms that:
- (1) the investment policy is set down in writing for the financial expert by the Directors;
  - (2) every transaction is reported promptly to the Directors;
  - (3) the performance of the investments is reviewed regularly with the Directors ;
  - (4) the Directors are entitled to cancel the delegation arrangement at any time;
  - (5) the investment policy and the delegation arrangement are reviewed at least once a year;
  - (6) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and
  - (7) the financial expert must not do anything outside the powers of the Directors.
- 7.14 To arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the control of the Directors or of a financial expert acting under their instructions, and to pay any reasonable fee required.
- 7.15 To deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required.
- 7.16 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 7.17 To pay for indemnity insurance for the Directors.
- 7.18 Subject to article 8, to employ paid or unpaid agents, staff or advisers.
- 7.19 To enter into contracts to provide services to or on behalf of other bodies.
- 7.20 To establish or acquire subsidiary companies to assist or act as agents for the Charity.
- 7.21 To pay the costs of forming the Charity.

- 7.22 To do anything else within the law which promotes or helps to promote the Objects.

## **8. Benefits to Members and Directors**

- 8.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:

- (1) Members who are not Directors may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
- (2) Members (including Directors) may be paid interest at a reasonable rate on money lent to the Charity;
- (3) Members (including Directors) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity; and
- (4) individual Members (whether or not Directors) may receive charitable benefits in the capacity of beneficiaries of the Charity.

- 8.2 A Director must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:

- (1) as mentioned in articles 7.17 (indemnity insurance), 8.1(2) (interest), 8.1(3) (rent), 8.1(4) (charitable benefits) or 8.3 (contractual payments);
- (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
- (3) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- (4) payment to any company in which a Director has no more than a 1 per cent shareholding; and
- (5) in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).

- 8.3 A Director may not be an employee of the Charity, but a Director or a connected person may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if:

- (1) the goods or services are actually required by the Charity;
- (2) the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Directors in accordance with the procedure in article 8.4; and
- (3) no more than one half of the Directors are interested in such a contract in any financial year.

- 8.4 Whenever a Director has a personal interest in a matter to be discussed at a

meeting of the Directors or a committee, he or she must:

- (1) declare an interest before the meeting or at the meeting before discussion begins on the matter;
- (2) be absent from the meeting for that item unless expressly invited to remain in order to provide information;
- (3) not be counted in the quorum for that part of the meeting; and
- (4) be absent during the vote and have no vote on the matter.

8.5 This article may not be amended without the prior written consent of the Commission

## **9. Members**

- 9.1 The Charity must maintain a register of Members.
- 9.2 The subscribers to the Memorandum are the first Members of the Charity
- 9.3 Any individual who is a Director shall be a Member
- 9.4 No individual who is not a Director may become a Member of the Charity
- 9.5 Membership is terminated if the individual concerned ceases to be a Director
- 9.6 Membership of the Charity is not transferable

## **10. General Meetings**

- 10.1 Members and Supporter Members are entitled to attend general meetings either personally or by proxy. Proxy forms must be delivered to the Secretary at least 24 hours before the meeting. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed.
- 10.2 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least 50% of the Members from time to time.
- 10.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other Member elected by those present presides at a general meeting.
- 10.4 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by a majority of the votes cast.
- 10.5 Every Member present in person or by proxy has one vote on each issue
- 10.6 A written resolution (signed by at least 50% plus one of those entitled to vote at a general meeting in the case of an ordinary resolution and signed by at least 75% of those entitled to vote at a general meeting in the case of a special resolution) is as valid as a resolution actually passed at a general meeting. For this purpose the written resolution may be set out in more than

one document and will be treated as passed on the date of the last signature.

10.7 Except at first, the Charity must hold an AGM in every year. The first AGM must be held within 12 months after the Charity's incorporation and not more than 15 months shall expire between one AGM and another.

10.8 At an AGM the Members and Supporter Members:

- (1) receive the accounts of the Charity for the previous financial year;
- (2) receive the Directors' report on the Charity's activities since the previous AGM;
- (3) elect the Directors for the forthcoming year
- (4) appoint auditors for the Charity if required by law to do so or the Members otherwise think fit;
- (5) may discuss and determine any issues of policy or deal with any other business put before them by the Directors.

10.9 A general meeting (other than an AGM) may be called at any time by the Directors and must be called within 28 clear days of a written request from at least three Members.

## **11 Supporter Members**

11.1 Any person who is a Member of The Railway Performance Society Limited for the time being together with any other person who shall from time to time have completed the formalities and paid the subscription from time to time prescribed by the Directors shall (subject to compliance with any regulations made by the Directors under the provisions of Article 14.6) be a Supporter member of the Charity

11.2 Supporter Members shall be entitled to be given notice of and to attend general meetings of the Charity but save as specifically provided in these Articles or as may otherwise be determined from time to time under clause 11.3 Supporter Members shall not have a vote

11.3 For the avoidance of doubt any person who is both a Member of the Charity and a Supporter Member shall only have one vote at a General Meeting

11.4 Supporter Members shall have such rights and privileges as the Directors shall from time to time determine

## **12. The Directors**

12.1 The Directors as charity trustees have control of the Charity and its property and funds.

12.2 The Directors shall consist of a Chairman, Secretary, Treasurer, and Editor together with up to eight Additional Members.: all of the Directors must be Members or Supporter Members at the date of appointment.

- 12.3 All Directors shall be elected annually at the AGM. Any Member or Supporter Member of the Charity may stand for election to the Board but must be proposed and seconded for the post by two other Members or Supporter Members of the Charity.
- 12.4 Nominations for the Board must be received by the Secretary not less than 56 days prior to the Annual General Meeting. In the absence of any valid nomination for a particular post nominations may be accepted from the floor of the meeting at the Chairman's discretion
- 12.5 In the event of their being more than one valid nomination for the same post there shall be an election by secret ballot by those Members and Supporter Members present at that AGM. Each candidate in a contested election shall submit to the Company Secretary within 14 days of the closing date for nominations a written statement in support of their candidature not exceeding 300 words in length. Copies of such statements shall be sent to all members with notice of the AGM. The candidates shall leave the room during any discussion prior to the vote. The meeting shall appoint a teller who shall have a casting vote in the event of a tie.
- 12.6 Every Director after appointment must sign a declaration of willingness to act as a charity trustee of the Charity before he or she may vote at any meeting of the Directors.
- 12.7 A Directors' term of office automatically terminates if he or she:
- (1) is disqualified under the Charities Act from acting as a charity Director;
  - (2) is incapable, whether mentally or physically, of managing his or her own affairs;
  - (3) is absent without notice from two consecutive meetings of the Directors and is asked by a majority of the other Directors to resign;
  - (4) ceases to be a Member
  - (5) resigns by written notice to the Directors (but only if at least three Directors will remain in office); or
  - (6) is removed by resolution of the Members present and voting at a general meeting after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views
- 12.8 The Directors may at any time co-opt any individual who is qualified to be appointed as a Director to fill a vacancy in their number or as an additional Director, but a co-opted Director holds office only until the next AGM and the number of co-opted Directors shall not at any time exceed one third of the total number of Directors
- 12.9 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

### **13. Directors' proceedings**

- 13.1 The Directors must hold at least two meetings each year. Any Director may call a meeting of the Directors.



- 13.2 The quorum for a meeting of the Directors is one half of the Directors but no Director shall be counted in the quorum present when any decision is made about a matter upon which he is not entitled to vote .
- 13.3 A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants.
- 13.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting.
- 13.5 Every issue shall be determined by an actual majority of the Directors for the time being of the Charity (whether or not all the directors are present at any meeting) but a written resolution signed by all the Directors is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 13.6 Except for the chairman of the meeting, who has a second or casting vote, every Director has one vote on each issue.
- 13.7 A Director may not appoint a proxy to act on his behalf at a meeting of the Directors
- 13.8 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.
- 13.9 A resolution of the Directors to;-
  - 13.9.1 amend these Articles of Association or
  - 13.9.2 permanently transfer to another the ownership of the Intellectual Property in all or any part the data and material comprised for the time being in the railway performance archives maintained by the Charity (currently known as 'The RPS Archives')

shall be of no effect unless it shall also have been passed at a General Meeting by not less than 75% of the Supporter Members present in person or by proxy

#### 14. **Directors' powers**

The Directors shall have the following powers in the administration of the Charity:

- 14.1 To appoint (and remove) any person to act as Secretary in accordance with the Companies Act.
- 14.2 To appoint a Chairman, Vice-Chairman, Treasurer and other honorary officers from among their number.
- 14.3 To delegate any of its functions to committees consisting of two or more individuals appointed by them. At least two members of every committee must be a Director. The terms of any delegation must be recorded in the Directors' minute book and may be upon such terms as the Directors determine including but not limited to terms relating to the exercise of delegated powers and to the incurring of expenditure. All proceedings of

committees must be reported promptly to the Directors.

- 14.4 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings and to prescribe a form of proxy.
- 14.5 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern its proceedings and proceedings of committees.
- 14.6 To make bye-laws regulating the admission of Members of the Charity (including the admission of organisations to Membership) and the rights and privileges of such Members and the entrance fees subscriptions and other fees or payments to be made by Members
- 14.7 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).
- 14.8 To set aside the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes
- 14.9 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 14.10 To exercise any powers of the Charity which are not reserved to a general meeting.

## **15. Records and Accounts**

- 15.1 The Directors must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
  - (1) annual returns;
  - (2) annual reports; and
  - (3) annual statements of account.
- 15.2 The Directors must keep proper records of:
  - (1) all proceedings at general meetings;
  - (2) all proceedings at meetings of the Directors;
  - (3) all reports of committees; and
  - (4) all professional advice obtained.
- 15.3 Accounting records relating to the Charity must be made available for inspection by any Director at any time during normal office hours and may be made available for inspection by Members if the Directors so decide.
- 15.4 A copy of the Charity's latest available statement of account must be supplied

on request to any Director or Member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.

## **16. Notices**

- 16.1 Notices to Members under the Articles may be sent by hand, by post or by suitable electronic means;
- 16.2 The only address at which a Member is entitled to receive notices is the address shown in the register of Members.
- 16.3 Any notice given to Members in accordance with these Articles is to be treated for all purposes as having been received:
- (1) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
  - (2) two clear days after being sent by first class post to that address;
  - (3) three clear days after being sent by second class or overseas post to that address;
  - (4) on the date of publication of a newspaper containing the notice;
  - (5) on being handed to the Member personally; or, if earlier,
  - (6) as soon as the Member acknowledges actual receipt.
- 16.4 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

## **17. Dissolution**

- 17.1 If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:
- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
  - (2) directly for the Objects or for charitable purposes which are within or similar to the Objects;
  - (3) in such other manner consistent with charitable status as the Commission approve in writing in advance.
- 17.2 A final report and statement of account must be sent to the Commission.

**COMPANIES ACT 2006**  
**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**THE RAILWAY PERFORMANCE SOCIETY LIMITED**  
**COMPANY NUMBER 4488089**  
(as adopted                    )

**1. MEMBERSHIP**

- 1.1 The Company shall consist of Ordinary Members together with the Special Member and such Honorary Members as are hereinafter mentioned.
- 1.2 Candidates for Ordinary Membership of the Company shall be required to complete such Form of Application for Membership as the Committee shall from time to time prescribe. Membership shall be by election of the Committee in its sole discretion and the Committee shall consider the application for membership at its first meeting after receipt of a duly completed application form by the Company Officer responsible for membership matters.
- 1.3 The due Annual Membership fee shall be payable by the new Ordinary Member immediately upon election to membership.
- 1.4 Following election to membership the Ordinary Member shall remain a Member until the occurrence of the first of the following events to occur namely:-
  - 1.4.1 his death
  - 1.4.2 his resignation as a Member
  - 1.4.3 his failure to pay the Annual Membership fee by the due date
- 1.5 The membership year shall end on 31 March. The Annual Membership fee shall be such sum as the Committee shall from time to time decide.
- 1.6 The number of Members with which the Company proposes to be registered is unlimited.
- 1.7 Honorary Members, who shall not be liable to pay any Annual Membership fee but shall be entitled to all of the privileges of membership, may be elected by the Committee for such periods as the Committee shall determine upon election.
- 1.8 The Special Member shall be The Railway Performance Society Foundation (Company No 8807314) who shall not be liable to pay any Annual Membership fee but shall be entitled to exercise of the privileges of membership. At any General Meeting the Special Member shall be entitled to cast four votes for each vote cast by the Ordinary members and the Honorary Members
- 1.9 The Committee may elect an Honorary President of the Company for such term as the Committee shall decide. The office of Honorary President shall entail no official duties. The President shall be an Honorary Member of the Company for his term of office.
- 1.10 The Editor for the time being shall be an Honorary Member for so long as he shall hold that post.
- 1.11 Should the Committee believe that the conduct of a Member is prejudicial to the best interests of the Company, it shall have the right to warn, suspend or exclude the Member. Upon the Committee deciding to consider such action, the Secretary shall write to the Member concerned stating the grounds upon which the Committee is

proposing to take action. The Member shall have a period of 14 days from receipt of the letter to state his defence in writing. The Committee shall consider any reply at its next meeting, at which the Member may be present and make representations in person or be represented by another consenting Member of his choosing. The Committee will then consider the matter in private and notify the Member in writing of its decision within 7 days of the decision being taken. The Chairman of the Company, if present, must remain impartial and shall express no opinion or take part in any vote on the matter.

- 1.12 If the Member is dissatisfied with the decision of the Committee he may Appeal in writing to the Secretary of the Company within 14 days of receipt of the written notice of the decision of the Committee. The Member shall be entitled in the notice of the appeal to seek a meeting with the Chairman and Secretary of the Company which meeting must ordinarily be held within 28 days of receipt of the notice of appeal. The Member shall have the same right of representation as at the original hearing. The Chairman alone shall consider the representations made in the notice of appeal and the meeting (if any) and shall alone decide whether to uphold reduce or withdraw the sanction imposed by the Committee. The decision of the Chairman shall be final and shall be notified to the Member within 7 days of the meeting being held or 14 days after receipt of notice of appeal if no meeting is sought.
- 1.13 For the purposes of this clause notices are sufficiently given if (in the case of notice given to a Member) they are correctly addressed to the Members official address notified to the Company for membership purposes or (if given to the Company) they are correctly addressed to the Secretary of the Company at the address given for such correspondence in the then current edition of the Company's magazine and (in either case) they are sent by First Class or Recorded Delivery Post. All such notices will be deemed to have arrived on the second working day after posting.
- 1.14 Any person shall, upon ceasing to be a Member of the Company, forfeit all right to and claim upon the Company and its property and funds.

## **2. COMMITTEE AND DIRECTORS**

- 2.1 The Committee shall consist of a Chairman, Secretary, Treasurer, and Editor together with up to eight Additional Members. A Committee Member will be immediately appointed a Director and shall hold office until he:
  - 2.1.1 is incapable, whether mentally or physically, of managing his or her own affairs;
  - 2.1.2 is removed by resolution of the Committee after being absent from 3 consecutive meetings of the Directors;
  - 2.1.3 ceases to be a Committee Member;
  - 2.1.4 resigns by written notice to the Committee (but only if at least 2 Directors will remain in office);
  - 2.1.5 is removed by resolution passed by the Members present and voting at a general meeting after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views.
- 2.2 All Committee Members shall be elected annually at the AGM. Any Member of the Company may stand for election to the Committee but must be proposed and seconded for the post by two other Members of the Company.
- 2.3 Nominations for the Committee must be received by the Company Secretary not less than 56 days prior to the Annual General Meeting. In the absence of any valid nomination for a particular post nominations may be accepted from the floor of the meeting at the Chairman's discretion.

- 2.4 In the event of their being more than one valid nomination for the same post there shall be an election by secret ballot by those Members present at that AGM. Each candidate in a contested election shall submit to the Company Secretary within 14 days of the closing date for nominations a written statement in support of their candidature not exceeding 300 words in length. Copies of such statements shall be sent to all members with notice of the AGM. The candidates shall leave the room during any discussion prior to the vote. The meeting shall appoint a teller who shall have a casting vote in the event of a tie.
- 2.5 The subscribers to the Memorandum shall be the first Directors of the Company
- 2.6 Every Committee Member must sign a declaration of willingness to act as a Director before he is eligible to vote at a meeting of the Committee.
- 2.7 The additional Committee Members shall fulfil such functions in the organisation of the Company's activities as the Committee shall from time to time decide. The Committee shall ensure that one of their number assumes responsibility for organising the area meetings at each venue where such meetings are held.
- 2.8 The quorum for a Committee meeting shall be five or half of the number of Committee Members from time to time, whichever shall be less
- 2.9 The accounts of the Company shall be reviewed each year. The Reviewer shall be elected each year at the Annual General Meeting and shall not be a Committee Member.
- 2.10 The Committee shall meet at such times and places as it shall deem proper for the administration of the affairs of the Company. Any Committee Member may participate in a meeting by means of conference, telephone or similar communications equipment whereby all participating in the meeting can hear each other and participating in this manner shall be deemed to constitute presence at such meeting.
- 2.11 Members may be co-opted by the Committee to fill any vacancy arising on the Committee or for such other purposes as the Committee may from time to time determine but a co-opted Committee Member shall hold office only until the next AGM. The Committee may also invite any one or more Members to attend Committee meetings as the Committee shall from time to time determine but such Members shall not be entitled to vote at Committee Meetings
- 2.12 On equality of votes the Chairman is not entitled to a second or casting vote.
- 2.13 All decisions by the Committee shall be made on a majority vote unless company law requires otherwise.
- 2.14 A technical defect in the appointment of a Director of which the Committee are unaware at the time does not invalidate decisions taken at a meeting.

### **3. ADMINISTRATION OF COMPANY BUSINESS**

- 3.1 The Committee shall manage the affairs of the Company. The ruling of the Committee shall be final in all matters of Company administration except where these Articles or company law requires a Resolution of the Company in General Meeting.
- 3.2 The Committee may;-
- 3.2.1 Appoint such sub-committees from time to time for such purposes and comprising such Members of the Company as it thinks fit.
  - 3.2.2 Delegate responsibilities to any one or more Committee members to such extent and for such duration as the Committee may from time to time determine

- 3.2.3 Make decisions subject to such rules and limitations as the Committee shall from time to time determine by way of email or other electronic communication such decisions then having the same effect as if they had been taken at a meeting of the Committee and which decisions shall be minuted at the next meeting of the Committee
- 3.3 The Committee shall ensure that the financial resources of the Company are applied to the Company's best advantage and shall not undertake a speculative commercial venture or similar undertaking without the prior approval of the Company in General Meeting.
- 3.4 The Treasurer shall promptly bank in the name of the Company all monies received on the Company's behalf. He shall at all times maintain proper books of account and membership records. He shall produce reviewed accounts for the previous financial year to each Annual General Meeting, and such financial information to the Committee or the Company as they shall from time to time request.
- 3.5 Meetings of Members shall be held in such areas and at such intervals as seem appropriate having regard to the total membership, likely attendance and interest. The Chairman of each such meeting shall prepare a report of the meeting and forward it to the editor as soon as possible after the meeting for inclusion in the next available edition of the Company's magazine.
- 4. GENERAL MEETINGS**
- 4.1 The quorum for any General Meeting of the Company shall be 10 Members or 10% of the paid up membership on the day of the meeting (whichever is greater) and for the purposes of determining whether a quorum is present valid proxies under clause 5.7 may be counted provided that not less than 10 Members (of whom at least 2 shall not be Committee Members) are present in person at the meeting at all times.
- 4.2 The Annual General Meeting shall be held each year normally during May. The Secretary shall give all Members not less than 21 days notice of the Meeting and shall specify the business to be transacted at the meeting.
- 4.3 All resolutions to be discussed at the Annual General Meeting shall be presented to the Secretary in writing at least 42 days in advance of the meeting. Except as otherwise provided in these Articles or by company law motions shall be decided upon a simple majority vote of those present at the meeting.
- 4.4 An Extraordinary General Meeting of the Company may be called by the Committee or by not less than 10 Members of the Company on not less than 28 days notice. The notice convening such a meeting shall specify the business to be transacted at the Meeting.
- 4.5 A duly proposed motion of no confidence shall only be passed by a majority of not less than two-thirds of those present at the General Meeting.
- 4.6 In the event of the resignation of the entire Committee an Extraordinary General Meeting shall be convened as soon as possible to elect a new Committee and the outgoing Committee shall remain in office until such Extraordinary General Meeting has been held.
- 4.7 Any Member may appoint another Member as his a proxy to vote on his behalf at any General Meeting of the Company. Proxies may only be appointed by written notice in the form from time to time prescribed by the Committee, and must clearly identify the Member to whom the proxy is given. The proxy shall have complete discretion as to the casting of the proxy vote on all matters requiring a vote at that General Meeting unless the notice of appointment clearly specified otherwise.
- 4.8 The appointment of a proxy must:

- 4.8.1 In the case of an instrument in writing be deposited not less than 48 hours before the meeting to which it relates at the address specified in the notice convening the meeting; or
- 4.8.2 in the case of an appointment contained in an electronic communication be received not less than 48 hours before the meeting to which it relates at any address specified by the Company for receiving electronic proxies for that meeting

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

## **5 NOTICES**

- 5.1 Any notice to be given to or by any person pursuant to the articles (other than a notice calling a meeting of the Committee) shall be in writing or shall be given using electronic communications to any address for the time being notified for that purpose to the person giving the notice.
- 5.2 The company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it using electronic communication to any address for the time being notified to the company by the member.
- 5.3 A member present, either in person or by proxy, at any meeting of the company shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 5.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted
- 5.5 In accordance with Schedule 5 to the 2006 Act and subject to the provisions of the 2006 Act in general, a document or other information may be sent to or supplied by the Company to a person by means of being made available on an internet website.

## **6 DISSOLUTION**

If the Company shall pass at General Meeting by two-thirds majority of the paid-up membership at that time a Resolution to disband or dissolve the Company the Committee shall as soon as practicable after discharging all the debts and liabilities of the Company including the expenses of dissolution distribute the assets of the Company in the manner set out in the Memorandum save that Honorary or Ordinary Members shall not be entitled to any share in the surplus assets of the Company on winding up. Upon completion of such distribution the Company shall for all purposes be dissolved.

## **7 ALTERATIONS TO THESE ARTICLES**



Alterations to these Articles may only be made upon a duly proposed resolution for the purpose being passed by a two-thirds majority of Members present at a General Meeting.

## **8 INDEMNITY**

Subject to the provisions of the Act:-

- 8.1 every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him or her in that capacity in defending any proceedings whether civil or criminal in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence default breach of duty or breach of trust in relation to the affairs of the Company.
- 8.2 the Directors shall have power to purchase and maintain for any Director of the Company, any Director of an Associated Company, any Auditor of the Company and any officer of the Company (not being a Director or Auditor of the Company), insurance against any Liability.

For the purposes of this article a "Liability" is any liability incurred by a person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or otherwise in connection with his duties, powers or office and "Associated Company" shall mean an associated body corporate following the definition in Section 256 of the 2006 Act

## **9 INTERPRETATION**

In the Memorandum and in these Articles:

"Act" means the Companies Act 2006;

"AGM" means the Annual General Meeting of the Company;

"Committee" means the committee of the Company;

"Honorary Member" means those members appointed as such by the Committee.

'communication' means the same as in the Electronic Communications Act 2000.

'electronic communication' means the same as in the Electronic Communications Act 2000