

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 such Honorary Members as are hereinafter mentioned.
- 1.2 Candidates for 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 Member immediately upon election to membership.
- 1.4 Following election to membership the 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 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.
- 1.9 The Editor for the time being shall be an Honorary Member for so long as he shall hold that post.
- 1.10 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.

- 1.11 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 or representation as at the original disciplinary meeting. 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.
- 1.12 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.
- 1.13 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.
- 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 during May each year. 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 relate,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. 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