

THE COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE

BLUEBELL RAILWAY PRESERVATION SOCIETY

ARTICLES OF ASSOCIATION

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## VERSION CONTROL

Version Number	Description	Date
V1	Final version agreed by Society in General Meeting	02.10.2021
V1.1	Revision to Article 10 (changes to 10.1.2 and insertion of new clauses 10.1.3 and 10.1.4 and renumbering of existing clauses); and amendments to Articles 11, 18, 19 and 21 (re-instatement of Membership and Finance Trustee posts and increase in number of Trustees to 14)	28.05.2022

# 1. Interpretation

## 1.1 In these Articles:

“2006 Act”	the Companies Act 2006 or any act amending or replacing the same;
“address”	a postal address or, for the purposes of Electronic Communication, a fax number, an e-mail or postal address or a text message number in each case registered with the Society;
“Articles”	the Articles of Association of the Society from time to time;
“BRPS”	the unincorporated Bluebell Railway Preservation Society formed in 1959;
“clear days”	in relation to the period of a notice means a period excluding: (a) the day when the notice is delivered or deemed to be delivered; and (b) the day for which it is given or on which it is to take effect;
“Committee”	a committee established by the Trustees under Article 25;
“Director”	a director of Bluebell Railway Plc.;
“Electronic Communication”	any communication by e-mail, fax or, in the case of notice given by the Society, by additional publication on a website;
“Electronic Form”	has the meaning given in section 1168 of the 2006 Act;
“General Meeting”	a general meeting of the Members;
“Group”	the Society, Bluebell Railway Plc, and any present or future subsidiary of any of them;
“Long Term Plan”	a strategic plan for the future development, operation and preservation of the Railway and its associated locomotives, rolling stock and infrastructure that forms part of the overall policy of the Group and Bluebell Railway Trust;
“Member”	a member of the Society from time to time;
“Membership”	membership of the Society;
“pre-booked trains”	any train that requires seats to be booked in advance;
“Railway”	the Bluebell Railway;
“Secretary”	the Secretary of the Society from time to time ;
Society”	the company regulated by these Articles;

“Special Resolution”	shall have the meaning given in the 2006 Act;
“Trustees”	the directors of the Society from time to time;
“United Kingdom”	Great Britain and Northern Ireland;
“Vesting Date”	the date of acquisition by the Society of the assets and obligations of the BRPS.

- 1.2 Words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 1.3 Unless the context otherwise requires words or expressions contained in these Articles have the same meaning as in the 2006 Act but excluding any statutory modification not in force when this constitution becomes binding on the Society.
- 1.4 The relevant model articles, as defined in section 20 of the Companies Act 2006 or any replacement or re-enactment thereof, are hereby excluded and shall not apply to the Society.
- 1.5 Apart from the exception mentioned in Article 1.3 a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

## **2 Liability of Members**

- 2.1 The liability of Members is limited.
- 2.2 The liability of each Member is limited to £1 (one pound), being the amount that each Member undertakes to contribute to the assets of the Society in the event of it being wound up while he is a Member or within one year after he ceases to be a Member for:
- 2.2.1 payment of the Society’s debts and liabilities contracted before he ceases to be a Member;
- 2.2.2 payment of the costs, charges and expenses of winding up; or adjustment of the rights of contributories among themselves.

## **3 Objects**

- 3.1 The Objects of the Society shall be the promotion of commerce and in particular:
- (a) the preservation and safe operation of the Railway between Sheffield Park, East Sussex and East Grinstead, West Sussex and any future extensions through Bluebell Railway Plc.;
  - (b) the preservation in connection therewith of locomotives, rolling stock, buildings, infrastructure and other items of railway interest;
  - (c) provision, subject to agreement, for the housing and operation of preserved locomotives, rolling stock and other historic artefacts belonging to private individuals and other preservation bodies;
  - (d) the encouragement of interest in and the promotion of study and enjoyment of railway history and operation and all subjects related thereto;
  - (e) to acquire all the assets and obligations of the BRPS including its shareholding in Bluebell Railway Plc.;
  - (f) to own at least 51% of the shares in Bluebell Railway Plc and to assume responsibility as major shareholder for the setting of the overall policy of the Railway subject to its statutory obligations;
  - (g) to encourage the learning and retention of the skills required to fulfil the Objects.

## **4 Members’ reserve power**

- 4.1 The Members may, by Special Resolution, direct the Trustees to take, or refrain from taking, specified action.

4.2 No such Special Resolution invalidates anything which the Trustees have done before passing of the resolution.

## **5 Application of Income and Property**

5.1 The income and profits of the Society shall be applied solely towards the promotion of the Objects.

5.2 No dividends shall be paid or distributed to Members.

## **6 Members**

6.1 The subscribers to the Memorandum are the first Members of the Society.

6.2 Subject to application for Membership in each case, members of the BRPS as at the Vesting Date shall be eligible for admission as Members of the Society in the classes specified in Article 7 on the same initial terms as their current membership of the BRPS.

6.3 Membership is open to other individuals or organisations who:

6.3.1 apply to the Society in the form required by the Trustees;

6.3.2 are approved for Membership by the Trustees; and

6.3.3 pay the required subscription.

6.4 The Trustees may only refuse an application for Membership if, acting reasonably and properly, they consider it to be in the best interests of the Society to refuse the application.

6.5 The Trustees shall inform the applicant in writing of the reasons for the refusal.

6.6 The Trustees must consider any written representations the applicant may make about the decision. The Trustees' decision following any written representations must be notified to the applicant but shall be final.

6.7 Membership is not transferable or assignable.

6.8 Personal details of Members shall not be divulged to any third party or organisation other than Bluebell Railway Plc and BRT Trustee Limited except as required by law.

## **7 Classes of Membership**

7.1 The Members may by Special Resolution establish classes of Membership with different rights and obligations which shall be recorded in the register of Members.

7.2 Save where expressly permitted in these Articles, the Trustees may not directly or indirectly alter the rights or obligations attached to a class of Membership.

7.3 Save where specified below Members shall be aged 18 or over.

7.4 Save where otherwise specified by the Members in accordance with Article 7.1, the classes of Membership shall be as follows, having the rights set out in these Articles:

7.4.1 Adult Members:

Shall be persons whose Membership is renewable annually on payment of the Ordinary Membership subscription.

7.4.2 Adult Joint Members:

Shall be any two co-habiting persons, whose Membership is renewable annually on payment of the Joint Membership subscription.

7.4.3 Family Members:

Shall be any two co-habiting persons and not more than four children under the age of 18, whose Membership is renewable annually on payment of the Family Membership subscription.

7.4.4 Senior Members:

Shall be persons who are members of the BRPS at Vesting Date who have attained age 60 or members joining after Vesting Date who have attained age 65. Membership is renewable annually on payment of the Senior Membership subscription.

7.4.5 Joint Senior Members:

Shall be any two co-habiting members who are members of the BRPS at Vesting Date who have both attained age 60 or who are co-habiting members joining after Vesting Date who have both attained age 65. Membership is renewable annually on payment of the Joint Senior Membership subscription.

7.4.6 Life Members:

Shall be persons who are Life members of BRPS at the Vesting Date or who subsequently pay the relevant Life Membership subscription.

7.4.7 Joint Life Members:

Shall be any two co-habiting persons who are Joint Life members of BRPS at the Vesting Date or who subsequently pay the relevant Joint Life Membership subscription.

7.4.8 Senior Life Members:

Shall be:

- a) persons who are Senior Life members of the BRPS at Vesting Date, or
- b) persons who are members of the BRPS at Vesting Date who have both attained age 60 and who subsequently paid the Senior Life Membership subscription, and
- c) persons joining after Vesting Date who have both attained age 65 and subsequently paid the Senior Life Membership subscription.

7.4.9 Joint Senior Life Members:

Shall be:

- a) any two co-habiting persons who are Joint Senior Life members of the BRPS at Vesting Date, or
- b) any two co-habiting persons who are joint members of the BRPS at Vesting Date who both have attained age 60 and who subsequently paid the Joint Senior Life Membership subscription, and
- c) any two co-habiting persons joining after Vesting Date who have attained age 65 and subsequently paid the Joint Senior Life Membership subscription.

7.4.10 Junior Members:

Shall be any persons under the age of 18, whose Membership is renewable annually on payment of the Junior Membership subscription.

7.4.11 Student Members:

Shall be any persons aged 18 to 25 who can provide proof that they are in full-time education, whose Membership is renewable annually on payment of the Student Membership subscription.

7.4.12 Corporate Members:

Shall be a society, club, or public or private body whose subscription shall be at the discretion of the Trustees.

7.4.13 Honorary Members:

The Trustees may confer Honorary Membership on any person they shall see fit.

7.4.14 The Trustees may offer a discount for the purchase of multi-year memberships as they shall see fit.

## **8 Membership Subscriptions and Renewals**

8.1 Subscription rates shall be set by the Trustees and reviewed annually.

- 8.2 Any increase in the Life Membership subscription shall not have retrospective effect for existing Life Members.
- 8.3 Members, apart from Life Members and Honorary Members, shall renew their Membership on the next quarter after the anniversary of their joining the Society (or, in the case of those to whom Article 6.2 applies, the BRPS) as follows:

<u>Join</u>	<u>Renewal anniversary</u>
January 1 <sup>st</sup> – March 31 <sup>st</sup>	April 1 <sup>st</sup>
April 1 <sup>st</sup> – June 30 <sup>th</sup>	July 1 <sup>st</sup>
July 1 <sup>st</sup> – September 30 <sup>th</sup>	October 1 <sup>st</sup>
October 1 <sup>st</sup> – December 31 <sup>st</sup>	January 1 <sup>st</sup>

- 8.4 A spouse, partner or co-habiting person of a Life Member may pay a lower rate of subscription as set by the Trustees and assume a full Life Membership of their own.
- 8.5 Memberships paid by annual Direct Debit may be subject to a discount set by the Trustees.
- 8.6 A Member who pays subscriptions at any time for more than one year (subject to a maximum of five years) shall be eligible for a discount at a rate set by the Trustees.

## **9 Termination of Membership**

- 9.1 Any Member may resign their Membership upon giving notice in writing to the Secretary. Such resignation is effective at the end of the period of notice regardless of the class of Membership held. The resignation may be withdrawn in writing, addressed to the Secretary, before the notice has expired.
- 9.2 Any Member who resigns Membership may subsequently re-apply and, if re-admitted to Membership, will be considered a new Member, save that the Trustees shall have discretion in individual cases to reinstate a former Life Member without further charge.
- 9.3 If any Member's subscription is not fully paid within twenty eight days after the due date for renewal, their Membership shall cease. The period of twenty eight days may be extended in appropriate circumstances at the discretion of the Trustees. Where a late subscription is subsequently renewed the Membership shall be valid for the appropriate period from the original renewal date.
- 9.4 The Trustees shall have the power to expel any Member from Membership by resolution at a meeting of the Trustees on the ground that the Member's continued Membership is believed to be harmful to the Society (but only after notifying the Member in writing and considering the matter in the light of any written or oral representations which the Member concerned may put forward for consideration at the meeting). In the event that the expulsion is confirmed by the Trustees, the Member may appeal to the Society in Annual General Meeting, no later than the Annual General Meeting following the Trustees' decision, or at any General Meeting called earlier for the purpose at his expense. In the event of such an appeal, the Member may ask for the grounds on which the Trustees' decision was based to be stated in writing. Any such expulsion will take effect at the end of a fourteen day notice period (commencing with the despatch by 1st class post of written notice) following the initial decision of the Trustees, unless an appeal is lodged as above, in which case it will be immediately effective upon final determination of an unsuccessful appeal. The calling of any General Meeting for the purposes of an appeal under this Article shall be the responsibility of the Member concerned.

## **10 Membership Privileges**

- 10.1 Access to the following benefits is open only to Members and ceases on termination of their Membership:

- 10.1.1 one copy of the Society quarterly magazine “Bluebell News” (joint Members receive one copy per joint household);
- 10.1.2 on production of a valid Membership card, privileges being, at the date of adoption of these Articles, as follows:
- (a) travel at reduced rates upon the Railway on non-pre-booked trains;
  - (b) entitlement of Life Members to free first class travel on (or third class travel if first is not available);
  - (c) special terms negotiated by the Society on purchases made from the Railway’s shops;
  - (d) free access to the public facilities at the Railway’s stations when the Railway is open to the public,

the continuation and terms of Membership privileges shall at all times be subject to terms negotiated with Bluebell Railway Plc.

- 10.1.3 The travel benefits in Article 10.1.2 apply to all service trains with the exception of those services that have a global add-on service, such as food or entertainment, and on which such add-ons are applicable to all passengers on those services;
- 10.1.4 with the prior consent of the Trustees, the travel and admission benefits outlined in Article 10.1.2 may be suspended for a temporary period, the length of such period to be agreed by the Trustees, provided that at least thirty-five days’ notice of this suspension has been given to the Society membership;
- 10.1.5 free access to the Railway’s stations shall not apply when a third party organisation has hired the Railway for a private corporate event or filming;
- 10.1.6 Members shall be entitled to join in the activities of the various departments of the Railway, subject to their suitability and available vacancies. Members so engaged shall abide by the Bluebell Railway Plc Operating Rules and Bye-laws from time to time in force. Members working in any capacity on the Railway will be subject at all times to the authority of the Directors of Bluebell Railway Plc and their appointed managers, and must accept all reasonable instructions given by them or by any authorised representative of the Bluebell Railway Plc. They shall act at all times in a manner whereby the safety of persons and property and the interests of the Society shall not be jeopardised.

## **11 General Meetings**

- 11.1 The Society must hold its first Annual General Meeting within eighteen months after the date of incorporation at a location not more than fifteen miles from Sheffield Park station.
- 11.2 An Annual General Meeting must be held in each subsequent year on a Saturday no later than 30<sup>th</sup> June at a location not more than fifteen miles from Sheffield Park station save in exceptional circumstances.
- 11.3 An Annual General Meeting shall be convened for the following business:
- 11.3.1 to receive the annual report from the Trustees;
  - 11.3.2 to receive the annual accounts of the Society;
  - 11.3.3 to appoint the Auditors of the Society;
  - 11.3.4 to elect the Chairman, Vice Chairman, Secretary, Membership Trustee, Finance Trustee and Trustees as such positions become due for election by rotation;
  - 11.3.5 to consider and, if necessary, to give effect to any other business or motion proposed by the Trustees or by Members in accordance with the provisions of the 2006 Act.



11.4 The Trustees may call an Extraordinary General Meeting at any time in accordance of Article 13 and the Trustees must call an Extraordinary General Meeting if they receive a requisition by Members in accordance with the 2006 Act.

## **12 Notice of General Meetings**

12.1 At least forty-nine clear days' notice must be given before the proposed date for any General Meeting. The notice must specify the date, time and place of the meeting and the business to be transacted. If the meeting is to be an Annual General Meeting the notice must say so. The notice must also contain a statement setting out the right of Members to appoint a proxy under section 324 of the 2006 Act and Articles 15 and 16 of these Articles.

12.2 The notice must be sent to all Members who are entitled to vote at General Meetings.

12.3 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Society or any cause outside of the control of the Society.

12.4 The notice shall invite nominations for election and resolutions and give notice of any resolutions proposed by the Trustees.

12.5 All nominations for election, resolutions for debate or amendments to resolutions proposed by the Trustees must be received in writing by the Secretary at least thirty-five clear days before the proposed date for any General Meeting.

12.6 At least twelve clear days before any General Meeting the Trustees shall send to Members an agenda, which shall include details of all resolutions and amendments to be debated, voting forms and proxy forms, together with a copy of the Annual Accounts.

12.7 The Trustees may convene an Extraordinary General Meeting in accordance with these Articles at their discretion.

12.8 The Trustees shall convene an Extraordinary General Meeting if at least fifty Members call upon them in writing to do so.

## **13 Notices**

13.1 Any notice given to a Member, whether for a General Meeting or otherwise, may be sent either:

13.1.1 by post to the last address notified by the Member to the Society (such address to be in the United Kingdom unless specifically agreed by the Trustees); or

13.1.2 by e-mail if the Member has provided an e-mail address to the Society and agreed to receive communications from the Society by e-mail.

13.2 A notice given in accordance with these Articles is to be treated for all purposes as having been received:

13.2.1 two clear days after being sent by first class post;

13.2.2 three clear days after being sent by second class or overseas post; or

13.2.3 twenty-four hours after being sent by email.

13.3 Joint Members and Family Members are entitled to receive one copy of any notice per household.

## **14 Proceedings at General Meetings**

14.1 No business shall be transacted at any General Meeting unless a quorum is present.

14.2 A quorum is one hundred Members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting.

14.3 The authorised representative of a Member organisation shall be counted in the quorum.

14.4 If:

- 14.4.1 a quorum is not present within thirty minutes from the appointed time for the meeting; or
- 14.4.2 during the meeting a quorum ceases to be present;  
the meeting shall be adjourned to such time and place as the Trustees shall determine and the Trustees must reconvene the meeting and must give at least thirty-five clear days' notice of the reconvened meeting stating the date, time and place of the meeting.
- 14.5 General Meetings shall be chaired by the Society Chairman or his deputy as appointed by the Trustees.
- 14.6 If there is no such person or he is not present within fifteen minutes of the time appointed for the meeting, the Trustees may nominate one among their number to chair the meeting.
- 14.7 If there is only one Trustee present and willing to act, he shall chair the meeting.
- 14.8 If there are no Trustees present then the meeting shall be adjourned and reconvened according to Article 12.6.
- 14.9 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 14.10 Debate on resolutions at General Meetings shall be regulated by the Chairman according to the following:
- 14.10.1 **Moving Resolutions:** A resolution shall be proposed and seconded by Members before any discussion. For any resolution to be proposed by a Member he must be present at the meeting otherwise the resolution shall be considered withdrawn;
- 14.10.2 **Speaking to Resolutions:** Members shall normally only be allowed to speak once on the same resolution except that the proposer of the resolution shall be permitted to respond to the debate before the resolution is voted upon and may be permitted by the Chairman to respond to questions from other Members;
- 14.10.3 **Amendment:** If an amendment of a resolution is proposed and the amendment is seconded, debate on the main resolution shall cease until the amendment has been voted upon;
- 14.10.4 **Suppression of Debate:** The Chairman or any Member who has not already spoken on the resolution may propose that the resolution is voted on. Debate on the main resolution must cease until this resolution has been voted on. If it is carried the main motion must be immediately put to a vote without further discussion save only that the proposer may reply to the debate;
- 14.10.5 A '**Point of Order**' concerning the conduct of the debate may be raised by a Member at any time and debate shall cease until the Chairman has ruled on the point raised by the Member;
- 14.10.6 **Tellers:** Voting shall normally be by a show of hands. If the Chairman decides that he cannot easily ascertain the result of the vote without assistance he may appoint as many tellers as he thinks fit to assist him in counting the votes cast. Such tellers may not vote on any resolution for which they act as tellers;
- 14.10.7 **Challenge to any ruling by the Chairman:** The Chairman's rulings can only be challenged by a Member proposing 'that the Chairman leaves the chair'. This resolution must be seconded if it is to proceed to a vote and requires a seventy five percent majority to be carried. If carried the Chairman will take no further part in the debate of the resolution, handing the Chairmanship of the meeting over to the Secretary or other Trustee but he shall resume Chairmanship at the commencement of the next resolution or next item of business.
- 14.11 Resolutions not previously notified in accordance with Article 12.6 shall only be accepted for debate at a General Meeting at the discretion of the Chairman, or on a two-thirds vote of Members, including Proxies, present and eligible to vote.
- 14.12 At any General Meeting, all Members other than Junior Members shall each have one vote. A simple majority shall be sufficient to pass any resolution, save for any resolution to amend the

Articles when a Special Resolution where a seventy five percent majority of those entitled to vote is required under the 2006 Act. The Chairman of the General Meeting shall have a casting vote.

## **15 Proxy Notices**

- 15.1 Proxies may only validly be appointed by a notice in writing (a “proxy notice”) that:
  - 15.1.1 states the name and address of the Member appointing the proxy;
  - 15.1.2 identifies the person appointed to be that Member’s proxy and the General Meeting in relation to which that person is appointed;
  - 15.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine, and
  - 15.1.4 is delivered to the Society in accordance with the Articles and any instructions contained in the notice of the General Meeting to which they relate.
- 15.2 The Society may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 15.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 15.4 Unless a proxy notice indicates otherwise, it must be treated as:
  - 15.4.1 allowing the person appointed as proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 15.4.2 appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.

## **16 Delivery of Proxy Notices**

- 16.1 A Member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a General Meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Society by or on behalf of that person. In the event that the Member attends and votes, any vote purported to be made by the Member’s proxy shall not be counted.
- 16.2 An appointment under proxy notice may be revoked by delivering to the Society a notice in writing signed by the Member who had appointed the proxy.
- 16.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 16.4 If a Member who has submitted a proxy notice attends a General Meeting he must advise the Secretary.
- 16.5 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.

## **17 Votes of Members**

- 17.1 Each Member of the following Membership classes shall have one vote: Ordinary, Senior, Life, Student, Corporate and Honorary.
- 17.2 Each adult Member of the following Membership classes shall have one vote each: Joint Ordinary, Joint Senior, Joint Life and Family.
- 17.3 Junior Members shall be entitled to receive notice of and attend General Meetings but shall not have the right to vote.

- 17.4 Save as the 2006 Act or these Articles otherwise provides a simple majority shall be sufficient to pass any previously published resolution.
- 17.5 The Chairman of the meeting shall have the casting vote on any resolution.
- 17.6 The Chairman's casting vote shall not apply to any tied election of Trustees. Tied elections shall be determined as defined in Article 19.6

## **18 Trustees**

- 18.1 A Trustee must:
- 18.1.1 be a Member of the Society;
- 18.1.2 have been a Member (or a member of BRPS) for a minimum of three consecutive years immediately prior to nomination for office;
- 18.1.3 be eighteen years or older.
- 18.2 No one may be appointed a Trustee if he would be disqualified from acting under the provisions of Article 23.
- 18.3 The number of Trustees shall be fourteen including a Chairman, Vice Chairman, Secretary, Membership Trustee and Finance Trustee.
- 18.4 The first Trustees shall be the members of the Committee of BRPS at the time of incorporation of the Society who shall be notified to Companies House as the first Trustees of the Society.
- 18.5 A Trustee may not appoint an alternate Trustee or anyone to act on his behalf at Trustee Meetings.
- 18.6 A Trustee shall not serve as a Director or as a Governor of BRT Trustee Limited with the exception of the Society Chairman who shall automatically hold a position in those Companies.
- 18.7 A Trustee must declare prior to appointment any financial interest in Bluebell Railway Plc, and thereafter must notify the Chairman of any such financial interest which arises at any time. Financial interest means being a shareholder, employee, contractor, supplier or commercial customer.

## **19 Trustee Election and Retirement**

- 19.1 Subject to Article 19.2 Trustees, including Chairman, Vice Chairman, Secretary, Membership Trustee and Finance Trustee, shall be elected to serve a three-year term.
- 19.2 All of the Trustees shall retire at the first Annual General Meeting and shall be eligible to stand for election. At each subsequent Annual General Meeting, Trustees shall retire by rotation so that one third of serving Trustees shall retire at each such Annual General Meeting, those longest in office retiring first, and the choice between any of equal service being made by drawing lots. A Trustee who retires under this Article 19.2 shall be eligible for re-election subject to the provisions of Article 23.
- 19.3 At the second and subsequent Annual General Meeting following incorporation of the Society, the length of time any Trustee has held continuous office as a Trustee of the unincorporated BRPS and subsequently with the Society shall be counted and included as his length of service for the purposes of determining who shall retire by rotation under Article 19.2.
- 19.4 If a Trustee is required under Article 19.2 to retire at an Annual General Meeting, then unless he has been re-elected at the meeting his retirement shall take effect upon the conclusion of the meeting.
- 19.5 Elections will be by secret ballot using a form sent to Members under the arrangements set out in Article 12.
- 19.6 Members may vote for any number of candidates up to the number of vacancies to be filled, but should do so by indicating an order of preference. This will be used to break any tied vote; the highest preference will be "one".

- 19.7 A Returning Officer shall be appointed prior to the election to oversee the count of votes cast. The Returning Officer may appoint an assistant to count the votes.
- 19.8 Members may vote in person or by proxy at a General Meeting. The ballot box will close thirty minutes after the start of the meeting at which elections are being held.

## **20 Powers, Proceedings and Duties of Trustees**

- 20.1 The Trustees shall manage the business of the Society and may exercise all the powers of the Society unless any such powers are subject to any restrictions imposed by the 2006 Act, these Articles or any Special Resolution.
- 20.2 No alteration of these Articles or any Special Resolution shall have retrospective effect to invalidate any prior act of the Trustees.
- 20.3 The Trustees shall meet a minimum of six times between Annual General Meetings.
- 20.4 The Quorum for a meeting of the Trustees shall be one half of the total number of Trustees for the time being plus one.
- 20.5 Any decision made by the Trustees requiring a vote shall be by simple majority. In the event of a tied vote the Chairman shall have the casting vote.
- 20.6 Three Trustees shall be nominated to act as Membership Secretary, Treasurer and Preservation Standards Officer.
- 20.7 The Trustees may appoint such Assistant Membership Secretaries as may be required who must be adult Members. The position of Assistant Membership Secretary shall not in itself confer the office of Trustee upon the holder.
- 20.8 The Trustees shall monitor the governance of the Bluebell Railway Plc and of the conduct of Bluebell Railway Plc's business.
- 20.9 The Trustees shall use the Society's shareholding to ensure that:
- 20.9.1 Only persons approved by them are appointed or re-elected Directors of Bluebell Railway Plc.;
- 20.9.2 Directors of Bluebell Railway Plc do not remain in office after they cease to retain the confidence of the Society;
- 20.9.3 The Agenda for each meeting held under Article 20.3 shall be sent to the Trustees and to the Appointed Governor of BRT Trustee Limited and shall be accompanied by (a) the minutes of the previous meeting of the Trustees, (b) the minutes of meetings of all Committees held since the previous meeting of the Trustees, and (c) written reports from the Directors of Bluebell Railway Plc on the conduct of the business and their proposals for future management and development of it.
- 20.10 The Chairman shall be nominated as a Director and shall represent and safeguard the Society's interest in Bluebell Railway Plc. The Chairman shall advise the Directors of Bluebell Railway Plc of the views and requirements of the Society on such matters as the Directors may from time to time discuss.
- 20.11 The Trustees shall endeavour to ensure that any museums on the Railway are managed and developed in accordance with the Tripartite Museum Management Agreement 2010 (being the agreement in force at the date of adoption of these Articles between Bluebell Railway Plc, BRPS, and Bluebell Railway Trust in relation to the management of such museums) as such agreement may be amended or superseded from time to time.
- 20.12 The Trustees shall at no greater interval than five years, after consultation with the Members, the Bluebell Railway Plc and the BRT Trustee Limited publish a Long Term Plan.
- 20.13 The Trustees may also at their sole discretion co-opt up to three Members to act in an advisory capacity who shall have the right to attend Trustee meetings but shall have no vote.

- 20.14 At a meeting held annually in September or October the Trustees shall ascertain which Directors are due to retire by rotation or otherwise at the next Annual General Meeting of Bluebell Railway Plc and shall consider whether or not they should use the Society's shareholding to support a Director's re-election at that Annual General Meeting.
- 20.15 If the Trustees do not support a Director's re-election for any reason, or if a Director does not seek re-election or if a post falls vacant during the year due to resignation or otherwise, the Trustees shall ensure that the vacancy is advertised amongst the Membership and elsewhere as the Trustees shall see fit. After selection of a candidate as appears to them best qualified to fill the vacancy the Trustees shall nominate such candidate as a Director.
- 20.16 The Trustees shall nominate not less than 75% of the Directors.

## **21 Appointment of Trustees**

- 21.1 The Trustees shall send notice to Members of the requirement to elect or re-elect Trustees as set out in Article 13 and shall request nominations.
- 21.2 Elections for the post of Chairman, Vice Chairman, Secretary, Membership Secretary and Finance Trustee shall be separate from those for the post of Trustee.
- 21.3 Candidates shall indicate to which vacancy they aspire.
- 21.4 Each nomination for election shall be proposed and seconded by adult Members and shall carry the candidate's written consent that they are willing to stand for election or re-election.
- 21.5 The candidate shall also provide an election statement of not more than two hundred words which the Trustees will cause to be examined to ensure that it contains no misleading or incorrect statement. Any declaration made under Article 18.7 shall be allowed in addition to the two hundred word limit.
- 21.6 All such nominations shall be sent to Members with the notice required under Article 13.
- 21.7 Voting forms shall be accompanied by the election statements of each candidate required under Article 21.5.
- 21.8 If Trustee positions become vacant between Annual General Meetings the remaining Trustees may at their sole discretion co-opt up to two Members to act until the next Annual General Meeting if in the opinion of the Trustees such replacements are in the best interests of the Society. Co-opted Trustees shall have a right to vote.

## **22 President and Vice Presidents**

- 22.1 The Society may appoint in General Meeting a President and up to five Vice Presidents.
- 22.2 These offices are honorary and carry no specific duties, but shall be conferred in recognition of service to the Society (or to be rendered) in furtherance of the Objects of the Society as set out in Article 3.
- 22.3 They may attend meetings of the Trustees, may speak but may not vote.
- 22.4 Honorary membership shall be conferred on these officers.

## **23 Disqualification and Removal of Trustees**

- 23.1 A Trustee shall cease to hold office if he:
- 23.1.1 Ceases to be a Trustee by virtue of any provision in the 2006 Act or is prohibited by law from being a Trustee;
- 23.1.2 Ceases to be a Member;
- 23.1.3 Becomes incapable by reason of mental disorder, illness or injury from managing and administering his own affairs;

- 23.1.4 Resigns as a Trustee by notice to the Society (but only if at least two Trustees will remain in office when the notice of resignation takes effect); or
- 23.1.5 Is absent without the permission of the Trustees from all their meetings held within a period of six consecutive months and/or fails to attend a minimum of four meetings of the Trustees per year and the Trustees resolve that his office be vacated.
- 23.1.6 Save as specifically provided in these Articles becomes or is a Director with the exception of the Society Chairman.

## **24 Trustees' Remuneration**

- 24.1 The Trustees shall not be paid any remuneration.
- 24.2 Trustees may claim reasonable expenses when representing the Society if it is pre-authorised by a majority of other Trustees.

## **25 Delegation**

- 25.1 The Trustees may delegate any of their powers to Committees, consisting of such Trustees and such other Members of the Society as they think fit; any Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Trustees.
- 25.2 Committees to which the Trustees delegate any of their powers must follow procedures which are based, so far as they are applicable, on those provisions of the Articles which govern the taking of decisions by Trustees. The Trustees may make rules of procedure for Committees, which prevail over rules derived from the Articles if they are not consistent with them.
- 25.3 Minutes of meetings of Committees must be sent promptly to the Chairman and Secretary of the Society.

## **26 Declaration of Trustees' Interests**

- 26.1 A Trustee must declare the nature and extent of any interest, direct or indirect, that he has in a proposed transaction or arrangement with the Society or any other Member of the Group or in any transaction or arrangement entered into by the Society or any other Member of the Group that has not previously been declared.

## **27 Conflicts of Interest**

- 27.1 Except where authorised by the remaining Trustees, a Trustee must avoid a situation to which he has or can have a direct or indirect conflict of interest with the interests of the Society or any other member of the Group.
- 27.2 Any such conflict of interest which is authorised shall be declared in a statement that is in the annual accounts.
- 27.3 Where such conflict of interest is authorised the conflicted Trustee shall absent himself from any discussions of the Trustees in which it is possible that such conflict of interest may arise.

## **28 Minutes**

- 28.1 The Secretary must keep minutes of all:
  - 28.1.1 Proceedings at meetings of the Trustees;
  - 28.1.2 The names of the Trustees and other persons present at the meeting;
  - 28.1.3 The decisions of the meetings;
  - 28.1.4 Where appropriate the reasons for the decisions.
- 28.2 The Secretary must keep minutes of all:

- 28.2.1 Proceedings at Annual General Meetings and Extraordinary General Meetings;
- 28.2.2 The names of the Trustees, Honorary President and Vice Presidents present at the meeting;
- 28.2.3 The decisions of the General Meetings;
- 28.2.4 The results of any election;
- 28.2.5 The results of any motion voted on at the General Meeting.

## **29 Accounts**

- 29.1 Unless otherwise determined by the Trustees, the Society's financial year shall end on 31<sup>st</sup> December.
- 29.2 The Trustees shall prepare for each financial year accounts as required by the 2006 Act. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.
- 29.3 The Trustees shall keep accounting records as required by the 2006 Act.

## **30 Indemnity**

- 30.1 Subject to Article 30.2, each relevant Trustee of the Society may be indemnified out of the Society's assets against:
  - 30.1.1 any liability incurred by that Trustee in connection with any negligence, default, breach of duty or breach of trust in relation to the Society or an associated company;
  - 30.1.2 any other liability incurred by that Trustee as an officer of the Society or an associated company.
- 30.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the 2006 Act or by any other provision of law.
- 30.3 In this Article 30:
  - 30.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
  - 30.3.2 a "relevant Trustee" means any Trustee or former Trustee of the Society.

## **31 Insurance**

- 31.1 The Trustees may decide to purchase and maintain insurance, at the expense of the Society, for the benefit of the Society and any Trustee or former Trustee of the Society in respect of a loss or liability which has been or may be incurred in connection with the Trustee's duties or powers in relation to the Society or the BRPS or any associated company.

## **32 Dissolution**

- 32.1 The members may by Special Resolution at any time before, and in anticipation of, its dissolution resolve in General Meeting that any net assets of the Society after all debts and liabilities have been settled, or provision has been made for them, shall on or before the dissolution of the Society be applied or transferred in any of the following ways:
  - 32.1.1 directly for the Objects; or
  - 32.1.2 by transfer to any company or Charity having purposes the same or similar to the Objects; or
  - 32.1.3 to any company or Charity for use for particular purposes that fall within the Objects.
- 32.2 Subject to any such Special Resolution of the Members of the Society being carried, the Trustees may at any time before and in expectation of its dissolution resolve that any net assets of the Society after all its debts and liabilities have been settled, or provision made for them, shall on or before the dissolution of the Society be applied or transferred:



- 32.2.1 directly for the Objects; or
- 32.2.2 by transfer to any company or Charity having purposes the same or similar to the Objects; or
- 32.2.3 to any company or Charity for use for particular purposes that fall within the Objects.

### **33 Relations with BRT Trustee Limited (The Bluebell Railway Trust)**

- 33.1 The Society in General Meeting shall elect one person to be nominated as a Governor of BRT Trustee Limited (in its capacity of the Trustee of the Bluebell Railway Trust) who shall act as a representative of the Society.
- 33.2 An Nominated Governor must:
  - 33.2.1 be a Member of the Society;
  - 33.2.2 have been a Member for a minimum of three consecutive years immediately prior to standing for office;
  - 33.2.3 be eighteen years or older;
  - 33.2.4 excepting the Society Chairman, not be a Trustee of the Society or a Director.
- 33.3 No one may be appointed as a Nominated Governor if he would be disqualified from acting under the provisions of the 2006 Act, the Charities Act 2011 or the Articles of Association of the BRT Trustee Limited.
- 33.4 The Nominated Governor shall have a right to attend meetings of the Trustees but without any voting rights and shall hold office for a maximum period of three years subject to re-election in accordance with Article 33.
- 33.5 The Nominated Governor shall present at each Society Annual General Meeting a financial statement for Bluebell Railway Trust and a report on its activities. The Appointed Governor and the Society Chairman shall be responsible for:
  - 33.5.1 reporting to the Trustees the activities of the Bluebell Railway Trust;
  - 33.5.2 seeking views on the activities of the Bluebell Railway Trust;
  - 33.5.3 representing the views of the Trustees and conveying its views to meetings of the Governors of BRT Trustee Limited.
- 33.6 The Trustees shall ensure that the Nominated Governor is removed from the Governorship:
  - 33.6.1 if the Society in General Meeting passes a motion of no confidence in the Nominated Governor;
  - 33.6.2 if the Nominated Governor becomes disqualified from holding office as a Governor of BRT Trustee Limited;
  - 33.6.3 if the Nominated Governor becomes a Director of Bluebell Railway Plc. or of any of its subsidiaries;
  - 33.6.4 if the Nominated Governor ceases to be a Member.
- 33.7 If a Nominated Governor appointed under this Article 33 resigns or is removed from office under Article 33.6 his right under Article 33.4 to attend meetings of the Trustees shall automatically cease, and the vacancy which arises shall remain unfilled until the next General Meeting of the Society but the Trustees may at their discretion appoint a replacement to serve until such meeting.
- 33.8 The first person in office under this Article shall be the person elected Society Nominated Governor to BRT Trustee Limited at the Vesting Date in accordance with Article 33.4.