

Companies Acts 1929 to 2006
Company limited by guarantee

MEMORANDUM OF ASSOCIATION

of

THE MODEL RAILWAY CLUB LIMITED

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this / her Memorandum of Association.

Name of each subscriber

Authentication by each subscriber

GEOFFREY PERCY KEEN
5 Melbury Road, Kensington, W.14,
Wharfinger.

JOHN CARDEN WATTS
85 Wood Vale, N.10,
Paper Box Manufacturer.

ARTHUR KNOCK,
74 Alexandra Rd., Wimbledon, S.W.19,
Engineer.

LESLIE GEORGE BRAMPTON,
47 Langley Park Road, Sutton, Surrey,
Engineer.

WILLIAM ROBERT STEPHEN SMART, I.S.M.,
21 Beechwood Gdns., Sth. Harrow, Midd.,
Retired Civil Servant.

RALPH HENVEY,
White Cottage, Shirley, near Croydon, Surrey,
Colonel H.M. Army (retired).

WILLIAM BARNARD HART,
70 Conyers Road, Streatham, S.W.16,
Engineer.

Dated this / her 29th day of March 1933.

Witness to the above Signatures—
W. J. MASON,
48 Fore Street,
London, E.C.2,
Solicitor.

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**ARTICLES OF ASSOCIATION OF
THE MODEL RAILWAY CLUB LIMITED**

Name

1. The name of the Company is THE MODEL RAILWAY CLUB LIMITED.

Registered Office

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

Purposes

3. The purpose of the Company is to establish, maintain, conduct and be responsible for all the liabilities of a club to:-

3.1 Promote and encourage of the construction, operation, and working of model locomotives, steam engines, electrical apparatus, tools and other things and gear used in model railway construction, the construction and working of model railways, and all apparatus and things appertaining thereto, and of model machinery generally.

3.2 Exhibit and trial model locomotives, engines, railways, apparatus and machinery.

3.3 Encourage of the art and science of model engineering.

3.4 Aid and assist of members of the Club in the protection, patenting and development of any invention arising out of or connected with the purposes of the Club relative to engineering.

Powers

4. The Club has the following powers, which may be exercised only in promoting the Purposes:

4.1 The promotion of mutual assistance and social intercourse of members of the Club and their friends, and the provision of accommodation with all the usual privileges and advantages of a club for the purposes aforesaid

4.2 To provide club houses, club rooms, and other accommodation and conveniences for the use of members of the Model Railway Club, and to furnish and maintain the same, and to permit the same to be used by the members of the Club and their friends, either gratuitously or upon such terms as shall be agreed upon, and to manage the affairs of the Club, and generally to do whatever may seem best calculated to promote the interests of the Club.

4.3 To provide all kinds of meals and refreshments, liquor, tobacco and other articles for the use of the members of the Club and their guests.

4.4 To buy, sell and deal in all kinds of models, apparatus, gear, equipment, fittings, materials, books and things relating to or in connection with the purposes of the Club, and all kinds of provisions required by members of the Club.

4.5 To raise money by subscriptions, and to grant any rights and privileges to subscribers and members.

4.6 To hold lectures, readings and discussion of papers dealing with the purposes.

4.7 To organise of expeditions and visits to places of interest relative to the purposes.

4.8 To promote and organise of exhibitions, public or private, of model apparatus and engineering of all kinds, and drawings, pictures, photography and cinematography relating to or of interest in connection with any of the purposes, and to offer and grant prizes, awards and distinctions in connection with the purposes aforesaid.

4.9 To encourage, promote, prepare, issue or publish any journal, magazine, paper, papers, tract, circular or other publication, whether occasional or periodical, devoted to or dealing wholly or partly with the art,

practice, theory or science of model engineering, or in any way dealing with, or calculated to further, the purposes.

4.10 To invest and deal with the moneys of the Club not immediately required upon such securities and in such manner as may from time to time be determined.

4.11 To lend moneys to such persons and on such terms as may seem expedient, and in particular to persons other than members having dealings with the Club, and to guarantee the performance of contracts by any such persons.

4.12 To borrow money and to give security for loans or other obligations.

4.13 To remunerate any person or company for services rendered or to be rendered in or about the formation or promotion of the Club, or the conduct of its business or affairs.

4.14 To acquire or hire property of any kind.

4.15 To let or dispose of property of any kind.

4.16 To insure the property of the Club against any foreseeable risk and take out other insurance policies to protect the Club when required.

4.17 To establish or acquire subsidiary companies.

4.18 To do anything else within the law which promotes or helps to promote the Purposes.

The Board

5.1 The Club shall be managed by the Board, who may exercise all powers of the Club. No alteration of the Articles shall invalidate a prior valid act of the Board.

5.2 The honorary officers of the Club shall consist of a Chair, Deputy Chair, Secretary and Treasurer, who shall be members of the Club and be elected at the Annual General Meeting of the Club and retire from office annually, but be eligible for re-election.

5.3 The Board shall consist of the Honorary Officers of the Club, and not more than eight other members of the Club, of whom four shall be elected each year at the Annual General Meeting (the "Elected Members") and not more than four (the "Co-opted Members") shall be co-opted annually to the Board by resolution of the Honorary Officers and the Elected Members. At least one of the Officers or Elected Members shall retire each year and shall not be eligible for re-election. The remaining Elected and Co-opted Members shall also retire annually, but they shall be eligible to serve again, either as Elected or Co-opted Members of the Committee. If no other Board member has retired then the longest serving Elected Member will automatically retire each year.

5.4 A Member shall not be ineligible for co-option to the Committee by virtue of his / her being ineligible to seek re-election as an Elected Member in any year.

5.5 The Board shall have the power to appoint any member or members to fill a casual vacancy or vacancies amongst Officers or the Committee. Any member or members so appointed shall hold office until the next following Annual General Meeting and be eligible for re-election.

5.6 A Board member may not act as a Board member unless he/she has signed a written declaration of willingness to act as a Board member of the Club.

5.7 No person may be appointed as a Board member who is under 18 years, or, if he/she were already a Board member, he/she would have been disqualified from acting.

5.8 A Board member's term of office as such automatically terminates if he/she:

- (1) is disqualified from acting as a Company Director;
- (2) is incapable, whether mentally or physically, of managing his / her/her own affairs;
- (3) is absent without notice from three consecutive meetings of the Board and is asked by a majority of the other Board members to resign;
- (5) resigns by written notice to the Board (but only if at least two Board members will remain in office);
- (6) is removed by a resolution passed at a meeting of the Board members, at which at least three quarters, rounded up, of the Board members are present, , provided the Board member has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal and has been afforded a reasonable opportunity of being heard by, or making written representations, to the Board members, or
- (7) is removed by the Members.

5.9 A technical defect in the appointment of a Board member of which the Board is unaware at the time does not invalidate decisions taken at a meeting.

Board Proceedings

6.1 The Board must hold at least two meetings each year. A meeting may be convened by either the Chair, the Honorary Secretary or any two Board members.

6.2 A quorum at a meeting of the Board is five. If there are insufficient Board members to hold a quorate meeting a Board meeting may be held with the sole purpose of appointing Board members in accordance with Article 5.5.

6.3 A meeting of the Board may be held either in person or by suitable electronic means agreed by the Board in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.

6.4 The Chair or (if the Chair is unable or unwilling to do so) some other Board member chosen by the Board presides at each meeting.

6.5 Every Board member has one vote on each issue.

6.6 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by a majority the Board members (other than any Conflicted Board member who has not been authorised to vote) is as valid as a resolution passed at a meeting, provided all Board members have received notification of the resolution. A copy of the written resolution must be sent to every Board member together with a statement informing the Board member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. A Board member/member signifies their agreement to a proposed written resolution when the Club receives from him/her a signed copy of the document, or a copy sent by electronic means from an address reasonably recognisable as an address of the Board member/member. The resolution may be contained in more than one document.

6.7 A procedural defect of which the Board members are unaware at the time does not invalidate decisions taken by the Board.

Delegation of Board members' powers

7.1 The Board members may by power of attorney or otherwise appoint any person to be the agent of the Club for such purposes and on such conditions as they determine.

7.2 The Board members may delegate any of their powers, or functions, to any committee consisting of two or more individuals appointed by them. At

least one member of every committee must be a Board member and all proceedings of committees must be reported promptly to the Board.

7.3 The Board may delegate the implementation of any of their resolutions and day to day management of the affairs of the Club to any person, or committee, in accordance with the conditions set out in these Articles.

Conflicts of Interest and Benefits

8.1 Any Board member who becomes a Conflicted Board member in relation to any matter must:

- (1) declare the nature and extent of his / her or her interest before discussion begins on the matter;
- (2) withdraw from the meeting for that item after providing any information requested by the Board members;
- (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.

8.2 When any Board member is a Conflicted Board member, the Board members who are not Conflicted Board members, if they form a quorum without counting the Conflicted Board member and are satisfied that it is in the best interests of the Club to do so, may by resolution passed in the absence of the Conflicted Board member authorise the Conflicted Board member, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Board member, to:

- (1) continue to participate in discussions leading to the making of a decision and/or to vote, or
- (2) disclose to a third party information confidential to the Club, or
- (3) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Board member or a Connected Person of any payment or material benefit from the Club or
- (4) refrain from taking any step required to remove the conflict.

8.3 No part of the revenues of the Club shall be applied in the payment of dividends to the members, but after providing for all expenses and payments,

considered by the Committee to be necessary or desirable, the balance of the funds of the Club may be utilised or dealt with in such manner as the Committee may determine for the furtherance of the purposes of the Club.

Records and Accounts

9.1 The Board members must comply with the requirements of the Companies Act and as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and of information required by law.

9.2 The Board members must also keep records of:

- (1) all proceedings at meetings of the Board;
- (2) all proceedings at general meetings;
- (3) all proceedings at committees;
- (4) all resolutions in writing.

Membership

10.1 The Club must maintain a register of Members.

10.2 The subscribers to the Memorandum are the first Members together with such persons as shall become entitled under the agreement with the Model Railway Club on the formation of the Club.

10.3 The Board may admit such other persons over the age of eighteen years as members of the Club in accordance with the membership criteria and procedures set out in the Rules, provided always that the Board may decline to admit any person (other than those so entitled under the said agreement) as a member. The Board shall also have power to elect persons over the age of eighteen years as honorary member

10.4 The criteria, form and the procedure for applying for Membership is to be prescribed in the Rules.

10.5 Membership is not transferable.

10.6 The members shall, during their membership be entitled to an equal share in the property of the Club and the privileges of the Club, subject to the rules and regulations of the Club, but such share shall not be assigned or transferred.

10.7 Upon a member ceasing to be a member of the Club, his / her membership of the Club and his / her interest in the property of the Club and privileges of the Club shall cease.

10.8 A member shall cease to a member of the Club

- (1) On his / her resignation, bankruptcy or death.
- (2) Should his / her subscription of any member, or other money due from him / her to the Club, remain unpaid for three calendar months after the same became due. The Board may, after notice in writing has been sent to him / her by post to his / her last known place of address, strike his / her name off the books, when his / her membership shall cease, unless in consequence of his / her being abroad, or for any other sufficient reason, the Board may think proper to extend the time allowed for payment, or to remit the whole or a portion of the sum due. No person whose membership shall have lapsed under this / her rule shall again be elected as a member of the Club until all moneys owing by Him / Her to the Club shall have been paid or remitted.
- (3) By a resolution of the Board to expel him / her, in favour of which resolution not less than three-fourths of the whole of the Board shall have voted. Such resolution may be passed without any reason being given other than that it is in the opinion of the Board in the best interests of the Club so to do.

10.9 The Club may admit also, as associate members of the Club, such other persons upon such payments and upon such conditions, if any, as may be from time to time determined by the rules of the Club. Such associate members shall, unless otherwise stated in the rules, have all the rights and

privileges of ordinary members, except that they shall not be members of the Club, and shall have no share in the property of the Club, and have no right to attend the meetings of the Club or to vote thereat. The membership of any associate member shall cease on his / her or her resignation, bankruptcy or death, or by a resolution of the Board, without compensation, at the end of any financial year, or at any other time subject to the refund of any subscriptions paid for the current year.

10.10 Subscriptions are to be set at a level decided by the Board at any time in a quorate Board meeting. This should be communicated to the membership before the next renewal of any members subscription. The Board may decide the level of subscription applicable to the different classes of membership as they see fit.

General Meetings

11.1 The Club shall hold an Annual General meeting in each calendar year and there shall be no more than fifteen months between Annual General Meetings.

11.2 Every notice calling a meeting shall specify the place, day and time of the meeting, and the general nature of the relevant business. If a special resolution is to be proposed at a members' meeting, the notice shall include the proposed resolution and specify that it is a special resolution. In every notice calling a members' meeting Club information on proxy rights must be included.

11.3 All General meetings are called on at least 21 clear days notice.

11.4 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Honorary Secretary 48 hours before the commencement of the meeting).

11.5 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least fifteen. If a quorum is not present

within half an hour from the starting time for the meeting, it shall stand adjourned to the same day in the next week at the same time and place, or as the Board members may resolve. If at the reconvened meeting a quorum is not present within half an hour from the time starting time those present and entitled to vote shall be a quorum.

11.6 The Chair or (if the Chair is unable or unwilling to do so) some other member elected by those present presides at a general meeting.

11.7 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.

11.8 Every Member present in person or by proxy has one vote on each issue. A resolution put to the vote of a members' general meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded by any member.

11.9 Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact.

11.10 The appointment of a proxy shall be in such form as is usual or which the Board members may approve and shall (subject to contrary Board members' resolution) be delivered, by any usual means of communication, to the registered office of the Club at least 48 hours before the commencement of the relevant meeting.

11.11 Unless the appointment of a proxy indicates otherwise, the person appointed under it has discretion as to how to vote on any ancillary or procedural resolutions put to the meeting.

11.12 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as

valid as an equivalent resolution passed at a general meeting. For this / her purpose the written resolution may be set out in more than one document.

11.13 A general meeting may be called by the Board at any time and must be called within 21 days of a written request from at least 10% of the Membership.

11.14 Proceedings of the Club shall (subject to express specific contrary provision of the Companies Acts), not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give, or any non-receipt of, notice), or any want of qualification

Limited Liability

12. The liability of Members is limited.

Guarantee

13 Every Member promises, if the Club is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to 25 pence towards the costs of dissolution and the liabilities incurred by the Club while he or she was a member.

Communications

14.1 Notices and other documents to be served on Members or Board members under the Articles or the Companies Act may be served:

- (1) by hand;
- (2) by post;
- (3) by suitable electronic means; or through publication in the Club's newsletter or on the Club's website.

14.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

14.3 Any notice given 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, posted on the Club's website 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) immediately on being handed to the recipient personally;
or, if earlier,
- (5) as soon as the recipient acknowledges actual receipt.

14.4 A technical defect in service of which the Board is unaware at the time does not invalidate decisions taken at a meeting.

Rules

15. The Members in General Meeting shall have power to adopt, alter or repeal the Rules.

Dissolution

16. If the Club is dissolved, the balance of the funds then remaining shall be distributed as resolved by the members at a General Meeting.

Interpretation

- 17.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Club.

- 17.2 In the Articles, unless the context indicates another meaning:
 - 'AGM' means an annual general meeting of the Club;
 - 'the Articles' means the Club's Articles of Association and 'Article' refers to a particular Article;
 - 'Board' means the Board of Directors
 - 'Chair' means the chair of the Board members;
 - 'the Club' means the company governed by the Articles;
 - 'clear day' does not include the day on which notice is given or the day of the meeting or other event;
 - 'the Companies Act' means the Companies Acts 1929 to 2006;

‘Conflicted Board member’ means a Board member in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Board member or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Company, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Club;

‘Connected Person’ means, in relation to a Board member, a person with whom the Board member shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Board member’s family or household or a person or body who is a business associate of the Board member, and (for the avoidance of doubt) does not include a company with which the Board member’s only connection is an interest consisting of no more than 1% of the voting rights;

‘electronic means’ refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

‘financial year’ means the Club’s financial year;

‘Member’ and ‘Membership’ refer to Club Membership of the Club;

‘Memorandum’ means the Club’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 which holds title to property for another;

‘ordinary resolution’ means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, ‘Members’ in this / her definition means a class of Members;

‘the Purposes’ means the Purposes of the Company as defined in Article 3;

‘Resolution in writing’ means a written resolution of the Board members;

‘special resolution’ means a resolution of which at least 14 days’ notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who

together hold 75% of the voting power. Where applicable, 'Members' in this / her definition means a class of Members;

'Board member' means a director of the Company and 'Board members' means the directors;

'written' or 'in writing' refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

'written resolution' refers to an ordinary or a special resolution which is in writing;

'year' means calendar year.

17.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

17.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.