

North British Railway Study Group

CONSTITUTION AND RULES

(Revised 8 October 2011)

1 Name

The name of the Group shall be the "North British Railway Study Group" (hereinafter referred to as "the Group")

2 Objects

The objects of the Group shall be:-

- 2.1 To promote the study of the North British Railway, its constituent companies and its successors (all hereinafter referred to as "the N.B.R.")
- 2.2 To co-ordinate research by members into all matters relating to the N.B.R.
- 2.3 To make freely available to Group members and other interested parties any information relating to the N.B.R. which may be deemed of interest.
- 2.4 To encourage the presentation and publication of the results of members' research, particularly in the form of accurate scale drawings models and informative articles.
- 2.5 To encourage the membership to undertake research at a local level, making use of local resources.
- 2.6 To arrange meetings, lectures, exhibitions and similar activities and to promote interest in the N.B.R. and the Group.
- 2.7 To promote relations with the model railway trade and press.
- 2.8 To encourage the formation of Area branches for the purpose of organising meetings and other activities encompassed within the objects of the Group.
- 2.9 To engage in any activity, whether or not enumerated above, either alone or jointly with any other organisation or individual, which may to the members seem conducive to the furtherance of the interests of the Group.

3 Membership

- 3.1 There shall be the following classes of member, namely full member and restricted member. Persons of not less than 18 years of age who have an active interest in the NBR shall be eligible to apply to be admitted as full members, provided that in its discretion the Committee may permit a person of less than 18 years of age to apply for and be admitted to membership subject always to the provisions of clause 3.2. Organisations (which term shall include associations, companies, institutions and other bodies) having an interest in transport matters shall be eligible to apply to be admitted as restricted members.

- 3.2 A person or organisation wishing to become a member of the Group shall make application in writing to the Group, in such form as the Committee may from time to time determine, provided always that the Committee may in its discretion waive such formality in any specific case. Such person or organisation shall thereafter be admitted to the relevant class of membership of the Group upon the approval of the application by the Committee (or on its behalf by an authorised member of the Committee) and the payment of the appropriate subscription, but always provided that it shall be in the discretion of the Committee to refuse to give approval to any application and to decline to admit to membership any person or organisation. The Committee shall not be obliged to ascribe any reason for its decision.

- 3.3 A full member shall be entitled during the financial year in respect of which the relevant subscription has been paid to receive one copy of each Journal produced by the Group together with the Group's newsletter and meeting papers and also to attend and to vote at meetings of the Group. A restricted member shall be entitled during the financial year in respect of which the relevant subscription has been paid to receive one copy of each Journal produced by the Group but shall not be entitled to receive the Group's newsletter and meeting papers nor to attend and vote at meetings of the Group.

- 3.4 A person or organisation whose application for admission of the Group has not been approved by the Committee and whom the Committee has declined to admit to membership may appeal against that decision by intimation in writing to the Secretary not later than 30 days after intimation by the Committee of its decision. The appeal shall be considered by the next succeeding General (including Annual or Extraordinary) Meeting of the Group. The person or organisation concerned shall not be entitled to attend or be represented at such meeting but may make written representations. The members of the Group in attendance at such meeting may either confirm the decision of the Committee or grant the appeal and direct the Committee to approve the application.

4 Subscription

- 4.1 The annual full membership and restricted membership subscription shall be payable in respect of each financial year (as hereinafter defined) of the Group on 1st November of that year.

- 4.2 The amount of the annual full membership subscription for each financial year shall be determined at that year's Annual General Meeting after taking into account any representations made by the Committee of the Group as to the level of that subscription for that year.
- 4.3 The level of annual full membership subscription as determined by the members at the Annual General Meeting shall be notified to the members in the next issue of the Group Journal or Newsletter following the Annual General Meeting, or by separate letter as the Committee in its sole discretion shall decide.
- 4.4 The amount of annual restricted membership subscription payable by organisations shall be determined by the Committee on a case by case basis. The Committee may waive payment of a subscription, at its sole discretion.

5 Cessation of Membership

The membership of any member shall cease:

- 5.1 Upon receipt by the Committee of his written resignation;
- 5.2 If his annual subscription shall remain payable and unpaid by 31st March in any year, unless the Committee shall otherwise determine.
- 5.3 Any member whose membership shall have lapsed as provided in (5.2) above, shall cease to receive the Group journal or any other Group letter, communication or publication
- 5.4 Any such member whose membership shall have lapsed as provided in (5.2) above, shall be entitled to regain his status within the Group Financial Year on payment of any outstanding subscriptions PLUS the payment of Three Pounds (£3.00) re-joining fee, as an administrative charge, or such other sum to be determined by the Committee. The re-joining fee may be waived at the discretion of the Committee.
- 5.5 Upon rejoining within the Financial Year (up to the last day of July of that year) such member shall be entitled to receive the relevant back issues of the Group Journal and Newsletter, in so far as these are available.
- 5.6 Failure to renew membership by the last day of July of that financial Year will result in the former member being denied further membership for a period of one year (August 1st. to July 31st. of the following year).
- 5.7 Implementation of these penalties may be waived at the discretion of the Committee if the members written explanation for the delay in payment is considered to be acceptable. The Committee's decision will be notified to the member, or former member, in writing, following the next Committee meeting.
- 5.8 If the Committee consider that the conduct of a member is unacceptable or that for any other reason it would not be in the interest of the Group that the person or organisation concerned should continue to be a member of the Group, the Committee shall have power to terminate the membership of that person or organisation and that all to the effect that the person or organisation concerned shall forthwith

cease to enjoy any of the benefits or entitlements of membership. A person or organisation whose membership of the Group has been so terminated may appeal against that decision by intimation in writing to the Secretary not later than 30 days after intimation by the Committee of its decision. The appeal shall be considered by the next succeeding General (including Annual or Extraordinary) Meeting of the Group. The person or organisation concerned shall not be entitled to attend or be represented at such meeting but may make written representations. The members of the Group in attendance at such meeting may either (i) reject the appeal or (ii) grant the appeal and direct the Committee to re-instate the member concerned, to take effect from the conclusion of the meeting.

6 Management

- 6.1 The affairs of the Group shall be managed by a Committee which shall have full powers without recourse to the Membership except as may otherwise be provided for in these presents to do all that it considers necessary to achieve the objects of the Group or anything reasonably incidental thereto. The Committee shall consist of: Chairman, Secretary, Treasurer/ Membership Secretary and four ordinary members who shall hold the specific posts of first, second, third and fourth Committee members. Only full members shall be eligible to serve on the Committee.
- 6.2 The office bearers and committee men of the Group shall hold office for a period of two years from the Annual General Meeting of the Group at which they were elected, following which time they may be re-elected for a further term of office if they are prepared to serve for such a further period and if the Group shall re-elect them. To ensure continuity in the management of the Group's affairs the elections for the offices of Chairman and first and second committee members shall be held every odd year and those for the other offices every even year.
- 6.3 Additional ordinary members can be co-opted onto the Committee at the discretion of the Committee, either for specific purposes or projects or to enable the Committee to benefit from their general experience, declaring, however, that should the Editor of the Group's Journal or Newsletter not be an elected member of the Committee, he shall be co-opted as a member of the Committee as of right whilst he shall function as Editor. Co-opted members of the Committee shall only enjoy such voting rights as are granted them by the Committee at the time when they are co-opted other than, that is, the Editor who shall enjoy all such voting rights as are enjoyed by the elected members; should the Editor also be an elected member of the Committee he shall only have one vote.
- 6.4 The quorum necessary for the transaction of any business of the Committee shall be not less than half, of whom at least two must be elected ordinary Committee members together with at least one office bearer.

- 6.5 The Committee shall have the power to grant formal recognition of the formation of area groups under the Group's name and auspices; any such area groups shall not enter into any activities or agreements binding on the Group as a whole without the prior written consent of the Committee; it shall be in the absolute discretion of the Committee to withdraw recognition at any time from any such area group should they consider it to be in the best interests of the Group as a whole that such recognition be withdrawn.
- 6.6 In the event of any office bearer being unable to fulfil his function and resigning as office bearer during the course of the year, the Committee shall have the power to re-allocate that function on a temporary basis until the following Annual General Meeting when the decision must be reviewed by the Group; in the event of the Committee considering that any office bearer or Committee member is not adequately discharging his duties as such office bearer or Committee member they shall report the position to the Group at the next Annual General Meeting for the Group's consideration and the Group, after hearing the views of the Committee and any representations made to them by the individual office bearer/Group member concerned, vote to remove that person from office.

7 Meetings

- 7.1 Meetings of the management Committee will be held as required, but not less than twice yearly, one of which should be shortly before the AGM to consider any motions notified in accordance with the rules.
- 7.2 The Annual General Meeting will be held during the month of October at a place convenient to the majority of the Group's membership as shall be designated by the Committee.
- 7.3 Notification of the date, time and place fixed to hold the Annual General Meeting shall be dispatched to all members not less than 28 days before the date of the meeting; in the event of hitherto unforeseen circumstances causing any alterations in the arrangements for or the cancellation of any such meeting, the validity of the meeting shall not be prejudiced providing written notice of such alterations is given in writing by the Secretary not less than seven days prior to the date of the proposed meeting.
- 7.4 Notice of any motions for the Annual General Meeting shall be sent to the General Secretary not later than 21 days before the meeting. An agenda for the meeting shall be sent to all members not less than 14 days before the meeting.
- 7.5 A General Meeting (Not being an Annual General Meeting) may at any time and on a request made in writing by not less than one third of the membership, be convened by the Committee. No other business other than that specified by an agenda previously circulated may be transacted at that meeting.
- 7.6 At all General Meetings of the Group, including the Annual General Meeting, fifteen full members personally present shall form a quorum.

- 7.7 At all General Meetings of the Group, including the Annual General Meeting, the Chairman of the Group shall be chairman of the meeting. In the absence of the Chairman of the Group the members present shall elect a chairman of the meeting from among their own number.
- 7.8 In the case of an equality of votes the Chairman of the meeting shall have a second or casting vote.

8 Alterations of the Rules

- 8.1 No alterations or variations to the Group's Constitution and/or rules can be made except at an Annual General Meeting or an Extraordinary General Meeting.
- 8.2 Any such alterations must be agreed by a two thirds majority of those full members present at such a meeting.

9 Finance

- 9.1 The financial year of the Group shall be from the 1st day of August in one year to the last day of July in the succeeding year. *(Note - the membership year is different, running from the date of one AGM, when subscription rates are ratified, to the morning of the following AGM)*
- 9.2 The Treasurer shall be responsible for the keeping of such books and records as are necessary to give a true position of the Group's finance.
- 9.3 Bank Accounts shall be maintained in the name of the Group at a recognised Clearing Bank and all cheques must bear the signature of the Treasurer and one of the two other members of Committee designated as signatories on the Group's behalf.
- 9.4 The Treasurer shall present an audited income and expenditure account and a balance sheet made up to the end of the financial year to the next following Annual General Meeting.
- 9.5 The accounts of the Group shall be audited by a suitable person appointed by the preceding Annual General Meeting. No person who is a member of the Committee shall be eligible to hold the office of auditor.

10 Dissolution of the Group

- 10.1 The Group may only be dissolved by resolution passed to that effect by a two thirds majority of those full members present at an Annual or an Extraordinary General Meeting. A resolution for the dissolution of the Group shall be deemed a variation of the Constitution and rules of the Group and all the provisions of these rules relating to the resolution shall have effect. Upon passing of any resolution for dissolution, the Committee shall dissolve the Group.
- 10.2 In the event of no formal business being transacted by the Group for a period of two years from the last Annual General Meeting the Group shall be decreed extinct and notification to members issued by the last Secretary or any other elected

Committee member on his behalf if the last Secretary declines to do so.

- 10.3 In the event of the dissolution of the Group as provided for above, it shall be incumbent upon the last constitutional committee to realise the assets of the Group and, after settlement of liabilities, to transfer such assets to bodies with aims similar to those of the Group at the sole discretion of the Committee. In the event of insolvency, the existing members will be jointly and severally liable for all debts of the Group.

11 Honorary Vice-Presidents / Honorary Members

- 11.1 It shall be in the absolute discretion of the Committee to offer the post of Honorary Vice-president of the Group to any member of the Group whom the Committee consider has made an outstanding contribution to the affairs of the Group to mark the Group's appreciation of the member's services. The position of Honorary Vice-president shall carry no rights whatsoever other than those possessed by the member by virtue of his membership of the Group, although any member appointed as an Honorary Vice-president shall be entitled to attend Committee meetings at his own expense and to participate in discussions there declaring always, however, that he shall not be entitled to any voting rights at such Committee meetings. A member may hold the position of Honorary Vice-president for such period as the Committee may determine declaring, however, that this shall not exceed five years and shall not be renewed thereafter unless with the approval of the Group on the matter being put to them at an Annual General Meeting. There shall be no more than three Honorary Vice-presidents at any one time.
- 11.2 It shall be in the absolute discretion of the Committee to offer Honorary membership of the Group to any non-member of the Group who the Committee consider deserves such an honour in recognition of his achievements in furthering knowledge of or the study of the former N.B.R. or in recognition of any signal service which he may have rendered the Group. Honorary membership shall confer no rights whatsoever on any person granted such membership except the right to receive a copy of Journals or Newsletters free of charge and to attend meetings of the Group although not to participate in the formal transaction of business at such meetings. It is declared that there shall not be more than three Honorary members of the Group at any one time and that the period of Honorary membership shall be for such period not exceeding five years as the Committee may determine; such membership shall not be renewed thereafter unless with the approval of the Group on the matter being put to them at an Annual General Meeting.

12 Area Branches

- 12.1 It shall be competent for any members residing or working within definable areas to form an Area Branch for the purpose of holding meetings or

carrying on any activities laid down in the Objects clause.

- 12.2 Any member of the Group, whether or not resident in an area, shall be entitled to attend meetings or other activities organised by an area branch.
- 12.3 No area branch shall, unless with prior consent of the Group Committee, commit the Group to any financial outlay.
- 12.4 It shall be competent for any area branch to elect such office bearers as may be deemed necessary for organising the branch activities.

13 General

- 13.1 Any person who becomes a member of the Group hereby accepts and agrees to be bound by the Constitution and rules and shall receive a copy thereof on becoming a member of the Group as soon as practicable thereafter.
- 13.2 The Group or its office bearers shall not be responsible for any loss or injury, however sustained, to any member or visitor to or at any activity of the Group.
- 13.3 The property of any member loaned for display/exhibition or reference at any Group function will be at that owner's own risk unless by prior notice in writing he shall have requested the Group to effect insurance against possible loss or damage at such an exhibition etc. Similarly, property in transit to or from such an exhibition is the responsibility of the member concerned, unless being conveyed by a Committee approved means of transport.
- 13.4 The Group can accept no responsibility for members' items mislaid, lost or damaged in the Postal Service.
- 13.5 The group can accept no responsibility for the safety or return of any item loaned by a member to other member(s) by private arrangement, such responsibility being a matter between the parties concerned. Members are reminded that the contents of any of the Groups' publications, Journals or Newsletters are the copyright of the Group and the Author of the article and may not be reproduced for any commercial purpose without the consent of the Author and the Committee.
- 13.6 The Group accepts no responsibility or liability for any statement or agreement or activity of any member purporting to act or speak for the Group as a whole without the prior written consent of the Committee.