

THE CHARITY COMMISSION
A CHARITABLE INCORPORATED ORGANISATION

CONSTITUTION
OF
RUSHDEN HISTORICAL TRANSPORT SOCIETY

CHARITY REGISTRATION NUMBER

1208427

(Approved by trustees on Monday January 8th 2024)

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Appendix 1

Defined terms

NAME

1. The Society's name is Rushden Historical Transport Society and in the Constitution it is called the "Society".

2. REGISTERED OFFICE

The Society's registered office is The Railway Station, Station Approach, Rushden, Northamptonshire, NN10 0AW

OBJECTS

3. The Objects of the Society are

- (1) the development of an establishment based on the history and operation of primarily rail and road transport;
- (2) to establish an operational heritage railway based on the original railway line between Higham Ferrers and Wellingborough;
- (3) to acquire and maintain the associated rolling stock for the heritage railway;
- (4) To advance the involvement and education of the public in the history of transport
- (5) to establish and maintain a museum for artefacts of transport historical interest;
- (6) to obtain larger transport artefacts and vehicles for public exhibition and education.

Nothing in this Constitution shall authorise an application of the property of the CIO for the purposes which are not charitable in accordance with (section 7 of the Charities and Trustee Investment (Scotland) Act 2005) and (section 2 of the Charities Act (Northern Ireland) 2008)

POWERS

4. In addition to any other powers it may have, the Society has the following powers in order to further the Objects or is conducive or incidental to doing so (but not for any other purpose):
 - (1) to raise funds. In doing so, the Society must not undertake any substantial permanent trading activity which may affect its Charitable Status and must comply with any relevant statutory regulations;
 - (2) to buy, take on lease or in exchange, hire or otherwise acquire any asset and to maintain and equip it for use;
 - (3) to sell, lease or otherwise dispose of all or any part of the asset belonging to the Society. In exercising this power the Society must comply as appropriate with sections 117 and 122 of the Charities Act 2011;
 - (4) to make grants, donations, or loans of money and to give or receive guarantees;
 - (5) to borrow money and to charge the whole or any part of the property belonging to the Society as security for repayment of the money borrowed. The Society must comply as appropriate with Sections 124 - 6 of the Charities Act 2011 if it wishes to mortgage land;

- (6) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- (7) to promote or carry out research and publish the useful results;
- (8) to publish and distribute information and hold events, meetings, lectures, and conferences;
- (9) to carry out the Objects whether as principal or agent and whether alone or with others;
- (10) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- (11) to acquire, merge with or enter into any partnership or joint venture arrangement with any other Society formed for any of the Objects, subject to membership approval;
- (12) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- (13) to employ and remunerate such staff as are necessary, and appoint contractors as appropriate, for carrying out the work of the Society. The Society may remunerate a Trustee only to the extent it is permitted to do so by Clause 29 and provided it complies with the conditions in that Clause;
- (14) to:
 - (a) deposit or invest funds;
 - (b) employ a professional fund-manager; and
 - (c) arrange for the investments or other asset of the Society to be held in the name of a nominee; in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- (15) to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011; and
- (16) to pay out of the funds of the Society the costs of forming and registering the Society both as a Society and as a Charity;
- (17) to enter into contracts with such persons or companies in order to better enable the Society's objects to be achieved;
- (18) to purchase, hire take on loan or otherwise obtain railway locomotives, rolling stock and railway equipment generally and to undertake or assist, as may be deemed necessary, in the maintenance, renovation and repair of said vehicles and equipment;
- (19)
 - a) To provide annually or at such other periodic intervals as the Trustees shall agree a Public display of vehicles of historic interest owned by the Society, individual Members of the Society and/or members of the public. This shall include the power to enter into commercial contracts to facilitate the above;
 - b) To establish and maintain a museum for the exhibition of vehicles and other artefacts of relevant historical interest and to maintain, repair and accommodate such vehicles and artefacts in the ownership or custody of the Society;
 - c) To provide facilities for learning and providing education about transport of historical interest including arranging visits to other displays or museums of a similar nature;

d) To acquire or co-operate in acquiring as the Society from time to time shall determine vehicles of historic interest that have a local connection or are of local interest in the first instance and other relevant artefacts for Society use.

APPLICATION OF INCOME, PROPERTY AND ASSETS

5. (1) All income and assets of the Society shall be applied solely towards the promotion of the Objects;
- (2) In no circumstances shall any income or assets of the Society belong to the Members;
- (3) A Member may not receive directly or indirectly any benefit or payment from the Society save in the capacity of a beneficiary of the Society and save for reasonable and proper remuneration for any goods and services supplied to the Society;
- (4) Where an asset belonging to a Member or non Member is located or stored on the Society's property then
- (a) a written agreement must be made with the asset owner defining the terms and conditions under which the asset is held and any conditions of use by the owner and Society;
 - (b) it is confirmed in writing that the asset is suitably covered by insurance by owner, or the Society when appropriate, to cover any loss and to indemnify the Society against any claim likely to arise due to its presence on the Society's property.

TRUSTEES REMUNERATION

6. (1) No Trustee or connected person may be paid any remuneration unless it is authorised by this Clause (3);
- (2) No Trustee may:
- (a) buy goods or services from the Society on terms preferential to those applicable to members of the public;
 - (b) sell goods or services or any interest in land to the Society;
 - (c) be employed by or receive any remuneration from the Society;
 - (d) receive any other financial benefit from the Society,
- unless the payment is permitted by Clause 3 of this Clause 6 or authorised by the court or by the Commission.

In this Clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

Scope and powers permitting Trustees' benefits

- (3) (a) A Trustee may receive a benefit from the Society in the capacity of a beneficiary of the Society provided that a majority of the Trustees do not benefit in this way;
- (b) A Trustee may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Society where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011;

- (c) Subject to Clause (4) of this Clause 6, a Trustee may provide the Society with goods that are not supplied in connection with services provided to the Society by the Trustee;
- (d) A Trustee may receive interest on money lent to the Society at a reasonable and proper rate which must not be more than the Bank of England Base Rate (also known as the Base Rate);
- (e) A Trustee may receive rent for premises let by the Trustee to the Society. The amount of the rent and the other terms of the lease must be reasonable and proper. The Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion;
- (f) A Trustee may take part in the normal trading and fundraising activities of the Society on the same terms as members of the public;
- (g) A Trustee may benefit from Trustee's Indemnity Insurance cover purchased at the Society's expense pursuant to Clause 4(15) and may receive an Indemnity from the Society in the circumstances specified in Clause 46.

Payment for supply of goods only - controls

- (4) The Society and its Trustees may only rely upon the authority provided by Clause (3)(c) of this Clause 6 if each of the following conditions is satisfied;
 - (a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Society or its Trustees (as the case maybe); and the Trustee supplying the goods ("the supplier") under which the supplier is to supply the goods in question to or on behalf of the Society;
 - (b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question;
 - (c) The other Trustees are satisfied that it is in the best interests of the Society to contract with the supplier rather than someone who is not a Trustee. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee against the disadvantages of doing so;
 - (d) The supplying Trustee is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him with regard to the supply of goods to the Society;
 - (e) The supplying Trustee does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting;
 - (f) The reason for their decision is recorded by the Trustees in the minute book;
 - (g) A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Clause 6;
- (5) In sub-clauses (3) and (4) of this Clause 6 "Society" shall include any Society in which the Society:
 - (i) holds more than 50% of the shares; or
 - (ii) controls more than 50% of the voting rights attached to the shares; or

(iii) has the right to appoint one or more Trustees to the Board of the Society.

TRUSTEES' EXPENSES

7. (1) A Trustee is entitled to receive reimbursement from the Society of reasonable out-of-pocket expenses, including hotel and travel costs, actually and properly incurred by him when acting on behalf of the Society and in the discharge of his responsibilities in relation to the Society;
- (2) Expenses incurred with his attendance at Meetings of Trustees, Committees, Departments or Working Parties would not normally be reimbursed;
- (3) The payment of expenses must be authorised by the Trustees.

DECLARATION OF TRUSTEE'S INTERESTS

8. (1) A Trustee must declare the nature and extent of any interest, direct or indirect, which he has in a proposed transaction or arrangement with the Society or in any transaction or arrangement entered into by the Society which has not previously been declared;
- (2) A Trustee must absent himself from any discussions of the Trustees in which it is possible that a conflict will arise between his duty to act solely in the interests of the Society and any personal interest (including but not limited to any personal financial interest).

CONFLICTS OF INTEREST AND CONFLICTS OF LOYALTY

9. (1) If a conflict of interest arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Constitution, the non conflicted Trustees may authorise such a conflict of interests where the following conditions apply:
- (a) the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
 - (b) the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and
 - (c) the non conflicted Trustees consider it is in the interests of the Society to authorise the conflict of interest in the circumstances applying;
- (2) In this Clause a Conflict of Interest arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person.

LIABILITY OF MEMBERS TO CONTRIBUTE TO THE ASSETS OF THE CIO IF IT IS WOUND UP

10. The liability of each Member is limited to a sum not exceeding £1, being the amount that each Member undertakes to contribute to the assets of the Society in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for payment of the Society's debts and liabilities

incurred before he ceases to be a Member, payment of the costs, charges and expenses of winding up and adjustment of the rights of the contributories among themselves.

MEMBERSHIP CATEGORIES

11. (1) the Founding Members of the CIO shall be the paid up, life, junior and honorary Members of the Rushden Historical Transport Society at the date at which this Constitution is approved by such members at a General Meeting of the Rushden Historical Transport Society;
- (2) The Categories of Membership will be
- (a) Ordinary Membership - For persons aged 18 and over. This can include a spouse/partner and children of the family below the age of 18. At the age of 18 and over, such children will be required to apply for their own Ordinary Membership;
 - (b) Junior Membership – For younger persons from 12 to 17 years of age. Membership applications must be supported and approved of in writing by the parents or guardians. At the age of 18 Membership renewal will be as for an Ordinary Member. A Junior Member must always be accompanied by an Ordinary Member when on the Society's premises;
 - (c) Concession Memberships - For persons 65 years of age and over or registered disabled;
 - (d) Life Membership - For Members who have held Ordinary Membership of formerly the Rushden Historical Transport Society, and subsequently the Society, for 25 years without breaks, Membership is free;
 - (e) Life Membership can also be purchased by Ordinary Members of the Society after 1 full year of Membership using the following calculation.
 - 25 years minus the number of year's consecutive Membership already undertaken multiplied by the Membership rate applicable at the time of application for Lifetime Membership.
 - For example: A Member with 5 years of Membership. $25 - 5 = 20$ years $\times \pounds 25.00^* = \pounds 500.00$
 - A member over 65 with 18 years of Membership $25 - 18 = 7$ years $\times \pounds 16.00^* = \pounds 112.00$
- * the current fees will apply.

MEMBERSHIP APPLICATIONS, CONDITIONS AND RIGHTS

12. (1) Membership of the Society shall be open to any person interested in advancing its Objects subject to –
- (a) completion of the appropriate Membership Application Form with a proposer and seconder and delivered to the Society;
 - (b) payment of the required subscription as prevailing at the time of application;
- (2) Membership is subject to the approval of the Trustees;
- (3) No person shall be entitled to any rights and privileges of Membership until that person's subscription for the current year has been received by the Society;
- (4) The privileges of Membership will lapse once a Member's subscription is more than 1 month in arrears;

- (5) Only Ordinary, Life and Concession members have voting rights.
- (6) Every Member has one vote;
- (7) Membership is not transferable.

MEMBERSHIP YEAR

- 13. (1) A Member's Membership Year begins on the first day of the month in which his Membership has been approved by the Trustees and will be end on the last day of the twelfth month thereafter, with renewal being due the following day (e.g. Membership approved in July will commence on 1st July and end on 30th June the following year, with renewal due on the following day, July 1st.);
- (2) The period for renewal of Membership runs from 1st of the month it falls due to the last day of that month (e.g. Membership expiring on 30th June must be renewed by 31st July.);
- (3) Where a break in Membership of less than 12 months occurs, the subsequent Membership subscription will be considered as starting at the original due date.

ANNUAL SUBSCRIPTION

- 14. (1) Annual Subscriptions for Membership will be set at the Annual General Meeting, based on recommendations of the Trustees;
- (2) For those Members wishing to receive their copies of the Society magazine by post, an additional fee set at the A.G.M. will be charged;
- (3) Members of the Society shall be entitled to receive all communications issued by the Society.

TERMINATION OF MEMBERSHIP

- 15. (1) A Member may withdraw from Membership of the Society by giving 7 days notice to the Society in writing unless, after his resignation, there would be less than two Members;
- (2) A Member's Membership terminates when that Member dies or ceases to exist;
- (3) The Trustees reserve the right at any time to review and if necessary revoke the Membership of any Member whose conduct is considered detrimental to the interests of the Society. The Member to whom such action is considered shall be entitled to address the Trustees at the meeting when the action is considered. The Member has the Right of Appeal at the next AGM where the Member is entitled to address the meeting stating his case for re-instatement of his Membership. Any Member removed from Membership shall not be entitled to any refund of subscriptions;
- (4) When a subscription is more than 1 month in arrears, the Member will be deemed to have resigned and will need to re-apply for Membership using the current application form for processing as a new member application.

REGISTER OF MEMBERS

- 16. (1) The Trustees must keep a register of names, addresses, and email addresses, where available, of Members;
- (2) The collection and use of Member information is subject to prevailing Data Protection Laws and recommendations.

ANNUAL GENERAL MEETING

17. (1) The Society's financial year shall end on the 30th September and a complete set of accounts including a Profit and Loss Account and Balance Sheet as at that date shall be prepared for presentation at the next Annual General Meeting. The complete set of accounts shall be prepared in accordance with the prevailing accounting requirements;
- (2) The Annual General Meeting shall normally be held before the end of the calendar year but no later than 6 months after the end of the financial year;
- 3) The AGM will:
- (a) Receive the annual report of the Trustees, prepared and presented by the Chairman and approved by the Trustees prior to the AGM.
 - (b) Receive an Annual report from each Trustee with specific responsibilities.
 - (c) Approve the statement of accounts for the previous year;
 - (d) Accept the resignations of the retiring Trustees for the previous year;
 - (e) Elect Trustees as defined in Clause 13 above;
 - (f) Receive and vote on any Resolutions put before the AGM;
- (4) Any Member of the Society wishing to put a Resolution to the AGM must advise the General Secretary in writing no less than fourteen (14) days before the meeting. Such Resolutions must have a proposer and seconder, all of whom must have been fully paid up Members for a minimum of two full years at the time of writing the Resolution;
- (5) Nominations for all vacancies must be submitted to the General Secretary no later than fourteen (14) days before the AGM;
- (6) All nominations must be signed by the nominee, proposer and seconder, all of whom must have been fully paid up Members for a minimum of two full years at the time of the nomination;
- (7) A full set of minutes of every Annual General Meeting shall be taken and shall be available on request to any Member of the Society within 28 days of said meeting.

18. SPECIAL GENERAL MEETING

- (1) A Special General Meeting may be called at any time by a unanimous decision of the Trustees;
- (2) A Special General Meeting will be held if 8% or more of the paid up membership of the Society submit a request in writing to the General Secretary and the request must state the purpose for which the meeting is being called;
- (3) No business other than agenda items will be discussed at the meeting;
- (4) In the event that no quorum is present at the Special General Meeting then the meeting shall be cancelled and the resolution(s) deemed to have failed;
- (5) A full set of minutes of every Special General Meeting shall be taken and shall be available on request to any member of the Society within 28 days of said meeting.

MEMBER ATTENDANCE, SPEAKING AND VOTING AT GENERAL MEETINGS

19. (1) A Member is able to exercise the right to speak at a General Meeting when that Member is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that Member has on the business of the meeting;
- (2) A Member is able to exercise the right to vote at a General Meeting when—
- (a) that Member is able to vote, during the meeting, on Resolutions put to the vote at the meeting; and
 - (b) that Member's vote can be taken into account in determining whether or not such Resolutions are passed at the same time as the votes of all the other Members attending the meeting;
- (3) The Trustees may make whatever arrangements they consider appropriate to enable those attending a General Meeting to exercise their rights to speak or vote at it;
- (4) Subject to approval by the Trustees, the Chairman of the meeting may permit other persons who are not Members of the Society to attend and speak at a General Meeting.

20. QUORUM FOR GENERAL MEETINGS

- (1) A Quorum shall be 8% of the Membership as at the date of the meeting (rounded up to the next whole number);
- (2) No business is to be transacted at a General Meeting if the Members attending it do not constitute a Quorum;
- (3) Where a General Meeting is found to be Non Quorate the meeting shall be adjourned and be re convened no more than fourteen (14) days later.

CHAIRING OF GENERAL MEETINGS

21. (1) The meeting will be chaired by the Managing Trustee who is the de facto Chairman of the Society;
- (2) If the Managing Trustee ie Chairman, is unable to attend the meeting, the Deputy Chairman will chair the meeting;
- (3) The person chairing a meeting in accordance with this Clause is referred to as "the Chairman of the Meeting".

NOTICE OF GENERAL MEETINGS AND ATTENDANCE AND SPEAKING BY TRUSTEES AND NON MEMBERS

22. (1) At least twenty one (21) days notice must be given for any General Meeting and if the meeting is called to pass a Special Resolution at least twenty one (21) days notice must be given;
- (2) Where circumstances prevent General Meetings being held in a single place, the Trustees can decide to hold the meetings using virtual methods
- (3) Trustees may attend and speak at General Meetings in their capacity as Trustees;
- (4) Subject to approval by the Trustees, the Chairman of the meeting may permit other persons who are not Members of the Society to attend and speak at a General Meeting.

ADJOURNMENT OF MEETINGS

- 23.** (1) If the persons attending a General Meeting within half an hour of the time at which the meeting was due to start do not constitute a Quorum, or if during a meeting a Quorum ceases to be present, the Chairman of the meeting must adjourn it;
- (2) The Chairman of the meeting may adjourn a General Meeting at which a Quorum is present if—
- (a) the meeting consents to an adjournment; or
 - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or to ensure that the business of the Meeting is conducted in an orderly manner;
- (3) The Chairman of the meeting must adjourn a General Meeting if directed to do so by the meeting;
- (4) When adjourning a General Meeting, the Chairman of the meeting must
- (a) either specify the date, time and place to which it is adjourned or state that it is to continue at a date, time and place to be fixed by the Trustees; and
 - (b) have regard to any directions as to the date, time and place of any adjournment which have been given by the meeting;
- (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Society must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)
- (a) to the same persons to whom notice of the Society's General Meetings is required to be given; and
 - (b) containing the same information which such notice is required to contain;
- (6) No business may be transacted at a reconvened General Meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING – GENERAL & POSTAL

- 24.** (1) A Resolution put to the vote of a General Meeting must be decided on a show of hands plus any postal votes correspondingly recorded and received as Clauses 24 (3), (4) and (5), unless a poll is duly demanded in accordance with the Constitution.
- (2) Each Member shall have one vote;
- (3) Voting for the selection of Trustees with specific responsibilities will be by individual poll irrespective of the number of nominations received for each position.
- (4) Voting for Other Trustees will be by individual poll irrespective of the number of nominations received for the available positions;
- (5) The Chairman's vote will be used only as a casting vote as a tie breaker when a vote is tied;
- (6) Postal Votes will be available for General Meetings;
- (7) Members may request a Postal Vote from the General Secretary ensuring there is adequate time for the papers to be received by the Member and returned to the General Secretary before the meeting;

(8) Completed Postal Votes may also be taken to the corresponding meeting subject to being received before the meeting has started.

ERRORS AND DISPUTES

25. (1) An objection to the qualification of any Member voting at a General Meeting or adjourned Meeting may only be made at that meeting;
- (2) Any such objection must be referred to the Chairman of the meeting whose decision is final.
- (3) If a dispute arises between members of the CIO about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation

POLL VOTES

26. (1) A Poll on a Resolution may be demanded—
- (a) in advance of the General Meeting where it is to be put to the vote or
 - (b) at a General Meeting, either before a show of hands on that Resolution or immediately after the result of a show of hands on that Resolution is declared;
- (2) A Poll may be demanded by—
- (a) the Chairman of the meeting;
 - (b) the Trustees; or
 - (c) two or more Members having the right to vote on the Resolution.
- (3) A demand for a Poll may be withdrawn if—
- (a) the Poll has not yet been taken; and
 - (b) the Chairman of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the Chairman of the meeting directs.

AMENDMENTS TO RESOLUTIONS

27. (1) An Ordinary Resolution to be proposed at a General Meeting may be amended by Ordinary Resolution if either
- (a) notice of the proposed amendment is given to the Trustees in writing by a Member entitled to vote at the General Meeting at which it is to be proposed not less than 48 hours before the meeting is due to take place (or at such later time as the Chairman of the meeting may determine) or
 - (b) at the meeting when the Ordinary Resolution is being discussed and the amendment is proposed by a Member at the meeting with a vote only taking place if the amendment is seconded by another Member and
 - (c) the proposed amendment does not, in the reasonable opinion of the Chairman, materially alter the scope of the Resolution;
- (2) A Special Resolution to be proposed at a General Meeting may be amended by Ordinary Resolution if either:
- (a) the Chairman of the meeting proposes the amendment at the General Meeting at which the Resolution is to be proposed or
 - (b) at the meeting when the Special Resolution is being discussed and

- the amendment is proposed by a Member at the meeting with a vote only taking place if the amendment is seconded by another Member and
 - (c) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the Resolution;
- (3) If the Chairman of the meeting, acting in good faith, wrongly decides that an amendment is out of order, the Chairman's error does not invalidate the vote on that Resolution.

TRUSTEE FUNCTIONS AND DUTIES, AND ELIGIBILITY TO BE APPOINTED A TRUSTEE

28. (1) The functions and duties of charity trustees are to manage the affairs of the CIO and may for that purpose exercise all the powers of the CIO. It is the duty of each charity trustee:
- (a) to exercise his or her powers and to perform his or her functions as a trustee of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO; and
 - (b) to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
 - (i) any special knowledge or experience that he or she has or holds himself or herself out as having; and
 - (ii) if he or she acts as a charity trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.
- (2) Any Member who is willing to act as a Trustee, and is permitted by law and this Constitution to do so, may be appointed to be a Trustee;
- (3) A Trustee must be a natural person aged 18 years or older, and be a Member of the Society;
- (4) No one may be appointed a Trustee if he would be disqualified from acting under the provisions of Clause 9;
- (5) The minimum number of Trustees shall be five and the maximum number shall be thirteen, unless otherwise determined by resolution at a Special General Meeting or Annual General Meeting;
- (6) A Trustee may not appoint an alternate Trustee or anyone to act on his behalf at Trustees' Meetings.

PROCEDURES FOR APPOINTING TRUSTEES

29. (1) The first Trustees shall be the subscribers to the Constitution of the Society and shall be those persons notified to the Charities Commission as the first Trustees;
- (2) The first Trustees are eligible to stand for appointment at the Inaugural Annual General Meeting as detailed in clauses (3), (5) and (10) below;
- (3) Four Trustees will be elected to positions with Designated Responsibilities appropriate to the functions of President Trustee, Managing Trustee (de facto chairman), Finance Trustee and General Secretary Trustee;
- (4) The post of Deputy Managing Trustee will be filled by another Trustee, except the Managing Trustee or President Trustee, by taking on the additional responsibility, and he will be selected by the Trustees. The Deputy Managing

Trustee will be the de facto Deputy Chairman of the Society;

(5) Up to nine Other Trustees may be elected without Designated Responsibilities subject to not exceeding the prescribed maximum number;

(6) The Trustees may at any time co-opt any Member of the Society, entitled to vote, as an Other Trustee, provided that the prescribed maximum has not been exceeded. Any Member so co-opted shall retain his office only until the next Annual General Meeting;

(7) In the event that a Trustee with Designated Responsibilities as in (3) ceases to hold office for any reason during his prescribed term of office, then the Trustees may by simple majority appoint an Other Trustee to their place only until the next Annual General Meeting;

(8) Members elected as Other Trustees may be given specific responsibilities by the Trustees for particular matters;

(9) The term of office for each Trustee is three years except for the first three years of the Society from the date of the Inaugural Annual General Meeting as detailed in Clause 30;

(10) All Members being nominated as a Trustee shall have been a paid up Members for a minimum of 1 year and shall have a proposer and seconder, both of whom must have been paid up Members for a minimum of 2 years;

(11) There is no maximum term for the period of office of a Trustee subject to re election as the Constitution.

(12) The charity trustees will make available to each new charity trustee, on or before his or her first appointment:

(a) a copy of this constitution and any amendments made to it; and

(b) a copy of the CIO's latest trustees' annual report and statement of accounts.

RETIREMENT OF TRUSTEES

30. (1) The first Trustees shall retire at the Inaugural Annual General Meeting, but will be eligible to stand for re election;

(2) The initial term of office of the first Trustees from the date of Incorporation of the Society to the Inaugural Annual General Meeting will not count as part of the terms of office detailed in the Clauses below.

(3) At the next AGM after the Inaugural AGM, 50% of the Other Trustees shall retire;

(4) At the following AGM, the remaining 50% of the Other Trustees shall retire;

(5) At the following AGM, the President Trustee, Managing Trustee, Finance Trustee and General Secretary Trustee shall retire;

(6) At each AGM retiring Trustees may then offer themselves for re-election by Ordinary Resolution for a further period of up to three years subject to Clause 29(11)

(7) This annual sequence of retirements will continue at subsequent Annual General Meetings with re elections subject to Clause 29(11).

(8) An Other Trustee appointed by a decision of the Trustees shall cease to hold office at the first Annual General Meeting following his appointment but may then offer himself for re-election by Ordinary Resolution for a further period of up to three years.

TERMINATION OF TRUSTEE'S APPOINTMENT

31. A person ceases to be a Trustee as soon as—

- (a) He ceases to be a Trustee by virtue of any provision of the Charities Act or is prohibited by law from being a Trustee;
- (b) He is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of those provisions);
- (c) He becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;
- (d) By reason of that Trustee's mental health, a court makes an order which wholly or partly prevents that Trustee from personally exercising any powers or rights which that Trustee would otherwise have;
- (e) Notification is received by the Society from the Trustee that the Trustee is resigning from office, and such resignation has taken effect in accordance with its terms, but only if at least eight Trustees will remain in office when the notification is to take effect. Where such resignation would cause the number of Trustees to fall below seven then within 14 days either
 - (a) the Trustees must co opt another Member as a Trustee or
 - (b) the Trustees must call an EGM to elect another Trustee or reduce the minimum required number of Trustees;
- (f) He is absent without the permission of the Trustees from three consecutive Trustees' Meetings held within a period of six consecutive months and the Trustees resolve that his office be vacated;
- (g) He fails to declare an interest as required by Clause 8 above;
- (h) He is requested in writing by all of his fellow Trustees to resign; or
- (i) When a vote is passed at a Special General Meeting, called by Members as Per Clause 35(2), proposing such termination.

32. TRUSTEES' GENERAL AUTHORITY

Subject to restrictions imposed by the Constitution or any Special Resolution or the Charities Acts, the Trustees shall manage the Society's business and may exercise all the powers of the Society.

TRUSTEES MAY DELEGATE

- 33.** (1) The Trustees may delegate any of their powers or functions to a Committee of two or more Trustees, to a Department or to a Working Party, each with defined Terms of Reference which must be recorded in the minute book;
- (2) Pursuant to (1) the Trustees may form an Operational Management Committee comprising a minimum of 3 trustees plus managers as appropriate each with responsibilities for specific areas of activity. The managers will be directly appointed by the trustees subject each having a nominator, seconder and majority approval;
- (3) Committees, except the Operational Management Committee, would normally be established for specific areas of activity and forward Planning, Departments for the day to day operation of particular activities and developments and Working Parties for shorter term projects and activities;

- (4) The Trustees may delegate responsibility or responsibilities for a specific purpose or specific purposes of the Society's operation subject to a written agreement clearly defining the extent of the responsibility or responsibilities.
- (5) The Trustees may revoke the Terms of Reference in whole or part, or alter terms and conditions of Committees, Departments or Working Parties;

TRUSTEES TO TAKE DECISIONS COLLECTIVELY

34. The general rule about decision-making by Trustees is that any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Clause 35.

UNANIMOUS DECISIONS

35. (1) A decision of the Trustees is taken in accordance with this Clause when all eligible Trustees indicate to each other by any means that they share a common view on a matter;
- (2) Such a decision may take the form of a Resolution in writing or may be in electronic form, but in either case be agreed by all of the eligible Trustees signifying their agreement;
- (3) References in this Clause to eligible Trustees are to Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees' Meeting;
- (4) A decision may not be taken in accordance with this Clause if the eligible Trustees would not have formed a quorum at such a meeting.

CALLING A TRUSTEES' MEETING

36. (1) Any Trustee may call a Trustees' Meeting by giving notice of the meeting to the Trustees or by authorising the General Secretary (if any) to give such notice and the General Secretary is so authorised, he must then do so;
- (2) Notice of any Trustees' Meeting must indicate—
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting;
- (3) Notice of a Trustees' Meeting must be given to each Trustee, but need not be in writing;
- (4) Notice of a Trustees' Meeting need not be given to Trustees who waive their entitlement to notice of that meeting, by giving notice to that effect to the Society not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it;
- (5) The Trustees shall hold meetings on a regular monthly basis with a minimum of twelve meetings in each year.

PARTICIPATION IN TRUSTEES' MEETINGS

37. (1) Subject to the Constitution, Trustees participate in a Trustees' Meeting, or part of a Trustees' Meeting, when—
- (a) the meeting has been called and takes place in accordance with the Constitution; and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting;
- (2) In determining whether Trustees are participating in a Trustees' Meeting, it is irrelevant where any Trustee is or how they communicate with each other;
- (3) The Trustees participating in a meeting need not all be present in the same place and each may use actual or virtual methods of attendance if already agreed by the Trustees;

QUORUM FOR TRUSTEES' MEETINGS

38. (1) At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting;
- (2) The quorum for Trustees' Meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than 50% of the Trustees, and unless otherwise decided, it is five;
- (3) If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision—
- (a) to appoint further Trustees; or
 - (b) to call a general meeting so as to enable the Members to appoint further Trustees;

CHAIRING OF TRUSTEES' MEETINGS

39. (1) The trustee elected to the position of Chairman will chair the Trustees' Meetings;
- (2) If the Chairman is not participating in a Trustees' Meeting within ten minutes of the time at which it was to start, the trustee elected as Deputy Chairman will chair the meeting;
- (3) If neither the Chairman nor Deputy Chairman are present at the meeting, the meeting must be suspended until one or other attends.

CASTING VOTE

40. If the numbers of votes for and against a proposal are equal, the Chairman or Deputy Chairman if the Chairman is absent, has a casting vote.

RECORDS OF DECISIONS TO BE KEPT

41. (1) The Trustees must ensure that the Society keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Trustees;
- (2) Decisions with potential ramifications for periods in excess of 10 years must be recorded, in writing, for a period consistent with the subject of the decision;
- (3) Members may request access to records and these will be subject to redaction as deemed necessary in order to maintain appropriate confidentiality.

TRUSTEES DISCRETION TO MAKE FURTHER RULES

42. Subject to the Constitution, the Trustees may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Trustees.

MEANS OF COMMUNICATION TO BE USED

43. (1) Subject to the Constitution, anything sent or supplied by or to the Society under the Constitution may be sent or supplied in any way which complies with the Charities Commission Communications Provisions in the General Regulations and in particular
- (a) the requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;
 - (b) any requirements to provide information to the Commission in a particular form or manner.
- (2) Subject to the Constitution, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being;
- (3) A Trustee may agree with the Society that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours:
- (4) A Member may agree with the Society that notices or documents can be sent by electronic means and where agreed will have been deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

- 44 Except as provided by law or authorised by the Trustees or an Ordinary Resolution of the Society, no person is entitled to inspect any of the Society's accounting or other records or documents merely by virtue of being a Member.

ACCOUNTS, ANNUAL REPORT & RETURN AND REGISTER OF CHARITIES

45. (1) The Trustees must prepare for each financial year accounts as required by the Charities Act 2011. The accounts must show a true and fair view and be prepared in accordance with the prevailing accounting requirements;
- (2) Accounts shall be maintained in an Income and Expenses format with Management Accounts produced for each Trustees' Meeting;
- (3) The Trustees must comply with the requirements of the Charities Act 2011 with regard to the:
- (a) transmission of a copy of the Statements of Accounts to the Charities Commission;
 - (b) preparation of an Annual Report and transmission of a copy to the Charities Commission;

- (c) preparation of an Annual Return and transmission of a copy to the Charities Commission;
- (4) The Trustees must notify the Charities Commission within 28 days of any changes to the Society's entry on the Central Register of Charities.

BANKING AND PAYMENT PROCEDURES

46. (1) The Society will maintain bank and/or building society accounts as deemed necessary in the name of the Society
- (2) There shall be up to four (4) named signatories for the signing of the Society cheques;
- (3) Each cheque must be signed by two (2) signatories;
- (4) Where payments are made by direct bank transfer or other electronic methods, the payments shall be recorded and authorised by two (2) cheque signatories;
- (5) No beneficiary of a cheque shall be a signatory to a cheque and no two (2) or more family members of the same household or family shall be signatories on a cheque or any financial documents;
- (6) All monies raised by or on behalf of the Society shall be applied to further the objects of the Society and for no other purpose;
- (7) The Finance Trustee is authorised to pay petty cash, local travel and any other legitimate expenses to Members of the Society undertaking Society business; Payments of petty cash will only be made on the production of bona fide receipts stating the date of purchase, the itemised cost of items, the reason for expenditure, the total cost and the place of purchase. Each payment of petty cash must be signed as received by the purchaser of the items.

TRUSTEE'S INDEMNITY

47. (1) The Society shall indemnify a relevant Trustee against any liability incurred by him in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006;
- (2) In this Clause a "relevant Trustee" means any Trustee or former Trustee of the Society.

TRUSTEE'S INSURANCE

48. (1) The Trustees may decide to purchase and maintain insurance, at the expense of the Society, for the benefit of any relevant Trustee in respect of any relevant loss;
- (2) In this Clause—
- (a) a "relevant Trustee" means any Trustee or former Trustee of the Society or an associated Society;
 - (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Trustee in connection with that Trustee's duties or powers in relation to the Society, any associated Society or any pension fund or employees' share scheme of the Society or associated Society, and
 - (c) Companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

AMENDMENT OF CONSTITUTION

49 As provided by clauses 224-227 of the Charities Act 2011:

(1) This constitution can only be amended:

- (a) by resolution agreed in writing by all members of the CIO; or
- (b) by a resolution passed by a 75% majority of votes cast at a general meeting of the members of the CIO.

(2) Any alteration of clause 3 (Objects), clause [50] (Dissolution and Cessation of Business), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by charity trustees or members of the CIO or persons connected with them, requires the prior written consent of the Charity Commission.

(3) No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.

(4) A copy of any resolution altering the constitution, together with a copy of the CIO's constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

DISSOLUTION AND CESSATION OF BUSINESS

50.

As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the CIO can only be made subject to the following clauses:

(1) A motion to dissolve the Society and cease business may only be made at a Special General Meeting of the Society and to be effective shall have the support of at least three quarters of the Members present and voting;

(2) If such a resolution is confirmed by at least a three quarters majority of those voting, the Trustees shall dispose of any assets held by or in the name of the Rushden Historical Transport Society after satisfaction of any proper debts and liabilities and the return of unspent grants to the originating funding organisation if specified by the organisation at the time the grant was made;

(3) All funds and assets after settlement of outstanding debts shall be transferred to charitable transport societies having similar Objects to those of this Society. At the same Special General Meeting it would be decided which societies should benefit from the proceeds of the sale of assets;

(4) In no circumstances shall the net assets of the Society be paid or distributed among the Members of the Society;

(5) A final report and statement of account must be sent to the Commission.

Appendix 1

DEFINED TERMS

In the Constitution, unless the context requires otherwise -

Bankruptcy includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

Chairman is the de facto position held by the duly elected Managing Trustee;

Commission means the Charity Commission for England & Wales;

Companies Acts means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Society;

Connected Person means:

(a) a child, parent, grandchild, grandparent, brother or sister of the charity trustee;

(b) the spouse or civil partner of the charity trustee or of any person falling within sub-clause (a) above;

(c) a person carrying on business in partnership with the charity trustee or with any person falling within subclause (a) or (b) above;

(d) an institution which is controlled –

(i) by the charity trustee or any connected person falling within sub-clause (a), (b), or (c) above; or

(ii) by two or more persons falling within sub-clause (d)(i), when taken together (e) a body corporate in which –

(i) the charity trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or

(ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest. Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution.

Constitution means the Society's Constitution

Document includes, unless otherwise specified, any document sent or supplied in electronic form;

Electronic Form has the meaning given in section 1168 of the Companies Act 2006;

General Secretary means any person appointed to the Trustee position of General Secretary to perform the duties of the secretary of the Society;

Life Membership has the meaning given in Clause 11 (2) (d) and (e);

Member means a person who has paid the agreed annual subscription or has paid for or been awarded Life Membership;

Ordinary Resolution has the meaning given in Section 282 of the Companies Act 2006

Other Trustee means a Member duly elected as a Trustee without a specific position;

Participate in relation to a Trustees' Meeting, has the meaning given in Clause 22;

Poll means a counted vote or ballot, usually (but not necessarily) in writing

Society means the Society intended to be regulated by this Constitution;

Trustee means a Trustee of the Society, and includes any person occupying the position of Trustee, by whatever name called;

Trustee's Meeting means a meeting of the Trustees with Designated Responsibilities and Other Trustees as described in Clause 29 who are the governing body of the Society. Can also be referred to as a Board Meeting;
Trustee with Designated Responsibilities means a Trustee who has been appointed to a Trustee position with responsibilities as defined in Clause 29(3)
Special Resolution has the meaning given in Section 283 of the Companies Act 2006

Writing means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

"General Regulations" means the Charitable Incorporated Organisations (General) Regulations 2012.

"Dissolution Regulations" means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

The **"Communications Provisions"** means the Communications Provisions in [Part 9, Chapter 4] of the General Regulations.

Words importing one gender shall include all genders, and the singular includes the plural and vice versa.