

LEISTON WORKS RAILWAY

BYE-LAWS OF: LEISTON WORKS RAILWAY TRUST ("the Trust")

(Adopted by the Trustees and with the approval of the membership at General Meeting of 20 November 2012 pursuant to Clause 32 of the Constitution and revised by the Trustees on 17 October 2013)

1. AUTHORITY

These Bye-laws are made pursuant to the power contained in Clause 32 of the Trust's Constitution ("the Constitution") adopted on 20 November 2012 and are subordinate thereto. The provisions of the Constitution shall apply to these Bye-laws and in the event of there being any inconsistency between these Bye-laws and the Constitution, the Constitution shall prevail.

2. MEMBERSHIP

(a) With effect from 17 October 2013, the Trust's Membership Year shall be 1 January to 31 December instead of 1 September to 31 August.

(b) The Annual Subscription shall be due from every member on the commencement of the relevant membership year but may be paid in advance at any time after the subscription shall have been set at the Annual General Meeting. For the avoidance of doubt, in accordance with Clause 9(3) of the Constitution, membership shall continue after the end of the membership year for which the subscription has been paid until such time as it may be terminated for want of the membership having been renewed by payment of the new subscription within six months of it falling due (i.e. by 30 June).

(c) The Annual General Meeting of the Trust shall have the power to set or vary the Annual Subscription and the Life Membership Subscription by ordinary resolution.

(d) The subscription paid by any person becoming a member for the first time after 1 July shall be deemed to cover the whole of the following Membership Year. For the avoidance of doubt, this concession shall not apply to persons re-joining after their membership shall have ceased through non-payment of a subscription.

(e) Any person who shall in one Membership Year have made to the Trust a donation equivalent to or greater than the Life Membership Subscription or who has in the opinion of the Trustees made such other contribution as is worthy thereof may at that person's discretion be granted Life Membership of the Trust subject to the provisions of the Constitution and these Bye-laws except those relating to payment and renewal of the Annual Subscription. In the event of the Trust being dissolved and its functions being assumed by another organisation the Trustees shall use their best endeavours to include

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provision for such Life Membership to be carried over into the successor organisation.

(f) Persons under eighteen years of age may be granted the status of "Junior Associate". Junior Associates shall not be required to pay any subscription and shall not have voting or other membership rights but may be afforded such facilities and privileges as the Trustees may from time to time determine.

(g) Any person who shall in one Membership Year have performed a service or services to the Trust which in the opinion of the Trustees is worthy thereof may at that person's discretion be granted Membership of the Trust for that year subject to the provisions of the Constitution and these Bye-Laws

(h) INTERIM PROVISIONS

(i) All members who have paid their subscription for the previously defined membership year ending 31 August 2013 shall be treated as being paid-up for the newly defined membership year ending 31 December 2013 and shall remain members until such time as membership would have been terminated for want of the membership having been renewed by payment of the new subscription within six months of it falling due (i.e. by 30 June 2014).

(ii) persons who were members for the previously defined membership year ending on 31 August 2012 but whose membership lapsed on 30 June 2013 through non-payment of the subscription but who have since that date re-joined may, at their discretion, be deemed to have paid their subscription in respect of the newly defined membership year expiring on 31 December 2013 but otherwise shall be treated as becoming a member for the first time under paragraph (d) above.

3. OFFICERS AND OTHER TRUSTEES

(a) In addition to the Officers prescribed by Clause 17 (2) of the Constitution (Chair, Secretary and Treasurer), the Trustees may appoint from their number a Membership Secretary and such other officers as they consider appropriate for the efficient management of the business of the Trust.

(b) The Trustees shall ensure that at least one member of the Trust who is also a trustee of The Long Shop Project Trust (Registered Charity No 283444) is appointed a Trustee of the Trust, subject to their being such a person willing to be so appointed

(c) The Trustees shall meet at intervals of not less than four months.

(d) The Trustees shall have power to set up sub-committees and working parties as they deem necessary and such sub-committees and working parties shall be accountable to the Trustees and shall act only within the powers and terms of reference delegated to them. Any of the Trustees shall be entitled to attend meetings of such sub-committees and working parties.

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- (e) Any officer may retire by giving two weeks prior notice to the Secretary
- (f) The Trustees shall have power to co-opt additional members or others to attend meetings of the Trustees, sub-committees or working parties but persons so co-opted shall not, by virtue of their having been co-opted, be entitled to a vote on any matter debated by the Trustees or be counted for the purposes of a quorum.

4. FINANCE AND PROPERTY

- (a) The financial year of the Trust shall end on 30 June in every year to which date the accounts shall be balanced and drawn.
- (b) As soon as practicable after the end of the financial year there shall be prepared a statement of the assets and liabilities of the Trust at the end of the financial year and a statement of income and expenditure during that year which statement shall be examined by the Independent Examiner before 15 August.
- (c) Copies of the examined statement of accounts shall be sent with the notice convening the Annual General Meeting to every member whose e mail address has been notified to the Trust. Members without an e mail address will be offered an alternative facility for viewing the accounts.
- (d) The Independent Examiner need not be a qualified accountant but shall be a responsible person who is not a member of the Trust. He/she shall be appointed by each Annual General Meeting (or in default of that by the Trustees at one of their meetings) and shall hold office until the end of the next following Annual General Meeting.
- (e) Apart from a small sum which may be held by the Treasurer for petty cash disbursements, all moneys held by the Trust shall be kept in an account or accounts in the name of the Trust with bankers appointed by the Trustees and cheques and other instruments drawn on and directions to the bankers shall be signed or authorised by not fewer than two (2) of the members of the Trustees nominated by it for that purpose.
- (f) Apart from expenditure of a routine nature, previously determined as such by the Trustees, no action involving expenditure in the name of or on behalf of the Trust shall be taken and no undertakings which would commit the Trust to expenditure or other liability shall be made without the prior authority of a resolution of the Trustees. No expenditure so authorised shall be applied otherwise than in furtherance of the objects of the Trust.

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- (g) The Treasurer shall present to every meeting of the Trustees for ratification a summary of all income and expenditure that has arisen since the last meeting.
- (h) All land held for the Trust shall be vested in not fewer than three of the Trustees appointed by the Trustee and who shall be known as the Holding Trustees.
- (i) There shall be vested in the Trustees all the other property of the Trust.

5. GENERAL MEETINGS

- (a) The Annual General Meeting (AGM) shall be held in October or November of every year.
- (b) The business of the AGM shall include:
 - Receiving a report from the Chair about the Trust's activities over the previous year.
 - Receiving a report from the Treasurer including a presentation of the last financial year's examined statement of accounts and a statement of the Trust's assets and liabilities in accordance with Bye-law 4(b)
 - Electing (or re-electing) the Chair, the Secretary, the Treasurer and the other Trustees whose appointment (or re-appointment) shall take effect at the end of the meeting
 - Considering and debating any other matter(s) as may, at the discretion of the person chairing the meeting, be appropriate or be the subject of a resolution written notice of which signed by a proposer and a seconder shall have been given to the Secretary at least twenty-one (21) days prior to the date of the meeting. Such matters may include directions to the Trustees as to how they will conduct the activities of the Trust in the ensuing year and alterations to the Constitution in accordance with the Constitution.
 - Replacing the Independent Examiner or confirming that he or she remains in office.
 - Setting the amounts of the Annual Subscription and the Life Membership Subscription applicable for the current membership year
- (c) The business which may be conducted at a Special General Meeting may be any one or more of:

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- removing all or any of the Officers, other Trustees and Independent Examiner of the Trust and filling the vacancies caused by such removal
- considering and if thought fit, making a decision on any matter which the Trustees by resolution refer to a General Meeting
- authorising the Trustees to deal with the property vested in them in accordance with Clause 19 of the Constitution
- altering the Constitution in accordance with Clause 7 thereof
- dissolving the Trust in accordance with Clause 6 of the Constitution
- the business specified in a request made pursuant to Clause 10(5) of the Constitution

6. INDEMNITY

Except such loss as arises from their wilful default, the Trustees shall not be liable (otherwise than as members) for any loss suffered by the Trust as a result of the discharge of their duties on its behalf and they shall be entitled to an indemnity out of the assets of the Trust for all expenses and other liabilities incurred by them in the discharge of their duties.