

THE COMPANIES ACT 2006
Private Company Limited by Guarantee
Articles of Association

of

The Gauge 0 Guild Limited (the Company)

Adopted by Special Resolution on 4th September 2016.

Amended by Special Resolution on 2nd September 2018.

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Articles: means the Company's articles of association for the time being in force;

Business Day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Council: means the Council specified in Article 3;

Council Member: means a member of the Council;

Conflict: means a situation in which a Director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

Constituency Representative: means a representative of a particular constituency appointed in accordance with Article 11;

Director: means a director of the Company;

Honorary Member: means a Member who has by resolution of the Members been appointed an Honorary Member;

Member: means a member of the Company.

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 A reference in these Articles to an "**Article**" is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

(a) any subordinate legislation from time to time made under it; and

(b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. GUARANTEE

- (a) The liability of each Member is limited to £10.00, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a Member or within one year after he or she ceases to be a Member, for:
- (b) payment of the Company's debts and liabilities contracted before he or she ceases to be a Member;
- (c) payment of the costs, charges and expenses of the winding up; and
- (d) adjustment of the rights of the contributories among themselves.

3. MANAGEMENT OF THE COMPANY

3. OBJECTS AND MANAGEMENT OF THE COMPANY

(e) 3.1 The objects of the Company are to advance the hobby of railway modelling in scales and gauges associated with the designated 0 and to provide or procure the provision of whatever facilities services and goods it may from time to time deem desirable for the enhancement of its Members' enjoyment of such hobby.

(f) 3.2 In addition to the Directors the Company shall have a Council consisting of:

- (a) the Directors;
- (b) the Constituency Representatives; and
- (c) one member of the Company, normally resident in the United Kingdom, appointed by the Council to represent the interest of Members not normally resident in the United Kingdom;

and subject to the Articles the management of the Company and its business shall be vested in the Council which shall determine the policy of the Company and the Directors who shall be responsible for the conduct of the Company's business in accordance with such policy and for which purpose they may exercise all the powers of the Company.

4. DELEGATION

4.1 The Council and Directors may respectively delegate any of the powers which are conferred on them under these Articles:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions;

as they think fit.

4.2 If the Council or Directors so specify, any such delegation may authorize further delegation of their respective powers by any person to whom they are delegated.

4.3 The Council and Directors may respectively revoke any delegation in whole or part, or alter its terms and conditions.

4.4 All committees to which any powers may be delegated in term of this Article shall follow procedures which are based as far as they are applicable on the provisions of these Articles which govern the taking of decisions by Directors and/or Council Members.

5. MEMBERS RESERVE POWER

- 5.1 The Members may, by special resolution, direct the Directors and or Council to take, or refrain from taking, specified action.
- 5.2 No such special resolution shall invalidate anything which the Directors or Council have done before the passing of the resolution.

6. DECISIONS TO BE TAKEN COLLECTIVELY

Decisions of the Council and Directors shall be made by a majority decision at a meeting.

7. PARTICIPATION IN DIRECTORS' MEETINGS

- 7.1 Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- (a) the meeting has been called and takes place in accordance with the Articles; 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.
- 7.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 7.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

8. APPOINTMENT OF DIRECTORS AND DURATION OF APPOINTMENT

- 8.1 The Directors of the Company, who shall be no fewer than 2 nor more than 12 in number, shall all be Members of the Company and shall be:
- (a) the persons from time to time appointed by the Members to hold the following offices:
 - (i) President;
 - (ii) Chairman;
 - (iii) Secretary; and
 - (iv) Treasurer;
 - (b) each person from time to time appointed by the Members to be a chairman of a committee established by virtue of the provisions of Article 4;
 - (c) such other persons as may be appointed by the Members in terms of these Articles; and
 - (d) any person co-opted by the Directors (who shall have power so to do) to fill a temporary vacancy in their number.
- 8.2 Each person to be appointed by the Members in terms of Article 8.1 shall be subject to the prior approval of the Council and shall be appointed by ordinary resolution passed at an Annual General Meeting.
- 8.3 Subject to the provisions of Article 8.5 the respective periods for which each Director shall be appointed and may be reappointed shall be as follows:
- (a) the President shall be appointed for a period of three years and shall not be eligible for a consecutive reappointment;
 - (b) the Chairman shall be appointed for a period of three years and shall be eligible for reappointment for one further consecutive period of three years;
 - (c) the Secretary, the Treasurer and each Chairman of a Committee shall be appointed for a period of three years and shall be eligible for reappointment for one further consecutive periods of three years;

(d) all other Directors except for those co-opted in terms of Article 8.1(d) shall be appointed for a period of three years and shall be eligible for annual reappointment for one further consecutive period of three years.

8.4 Any Director co-opted in terms of Article 8.1(d) shall hold office only until the first Annual General Meeting following the date of his co-option.

8.5 If it is deemed by the Council to be in the interest of the Company to retain the services of an individual Director whose appointment has or is about to come to an end and who would not otherwise be eligible for reappointment such individual may be reappointed for a further period of one year by special resolution passed at an Annual General Meeting.

9. REMUNERATION

9.1 Directors and Members may undertake any services for the Company that the Directors decide.

9.2 Directors and Members are not entitled to any remuneration for services provided.

10. REIMBURSEMENTS OF EXPENSES

The Company may pay any reasonable expenses which the Directors, Council Members and Committee members or volunteers properly incur in connection with:

(a) attendance at meetings of Directors or committees of Directors;

(b) attendance at meetings of the Council;

(c) attendance at meetings of Committees of which they are members; and
otherwise in connection with the reasonable discharge of their responsibilities in relation to the Company.

11. CONSTITUENCY REPRESENTATIVES

11.1 The United Kingdom shall be divided into a number of areas each of which shall be a constituency. The number of constituencies at the date of adoption of these Articles is 13 and the Council shall have power to vary from time to time the extent and number of constituencies but so that there shall never be fewer than at least one more than the maximum number of Directors specified in Article 8 nor more than 18 constituencies.

11.2 The Members resident in each constituency shall elect one Constituency Representative to serve on the Council for a period of three years.

11.3 No Constituency Representative shall be eligible to serve for more than three consecutive periods, unless it is determined by the Council to be in the interests of the Company to retain the services of a Constituency Representative beyond these terms, in which case the Constituency Representatives may serve an additional year.

11.4 A Constituency Representative who is unable to attend a Council meeting may appoint a proxy to attend and vote on his or her behalf. The proxy cannot be any other Constituency Representative or Director who attends the meeting in their own right.

11.5 Each Constituency Representative shall be a Member but no Director shall be eligible for election as a Constituency Representative and in the event of a Constituency Representative at any time ceasing to be a Member or becoming a Director he or she shall thereupon cease to be a Constituency Representative.

12. CALLING A MANAGEMENT MEETING

12.1 Any Director may call a meeting of the Directors and any Council Member may call a meeting of the Council by giving not less than ten Business Days' notice of the meeting

- (or such lesser notice as all the Directors or Council Members may agree) to the Directors or Council Members or by authorising the Secretary to give such notice.
- 12.2 Notice of a meeting shall be given to each Director and/or Council Member in writing or via electronic means.
- 12.3 A Director or Council Member who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the meeting.
- 12.4 The Chairman shall preside at meetings of both the Council and the Directors. A Vice-Chairman shall be appointed by the Council from among the Directors to preside at meetings in the absence of the Chairman.
- 12.5 The Council shall meet at least twice a year, either physically and or by means of remote electronic means.
- 12.6 The Directors shall meet at least four times during the year, either physically and or by means of remote electronic means.

13. QUORUM FOR MEETINGS

- 13.1 A quorum at a meeting of the Council shall be not less than two thirds of its number.
- 13.2 A quorum at a meeting of the Directors shall be not less than two thirds of the number of Directors.

14. DIRECTORS' CONFLICTS OF INTEREST

- 14.1 The Directors may, in accordance with the requirements set out in this Article, authorize any Conflict disclosed to them by any Director which would, if not authorized, involve a Director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest.
- 14.2 Any authorization under this Article shall be effective only if:
- (a) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - (b) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 14.3 Any authorization of a Conflict under this Article may (whether at the time of giving the authorization or subsequently) impose upon the Interested Director such terms for the purposes of dealing with the Conflict as the Directors think fit and the Interested Director shall be obliged to conduct himself or herself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 14.4 The Directors may revoke or vary such authorization at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorization.
- 14.5 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorized by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorization) and no contract shall be liable to be voided on such grounds.
- 14.6 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he or she has declared the nature and extent of his or her interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be an eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- (c) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- (d) may act by him or herself or his or her firm in a professional capacity for the Company (otherwise than as auditor) and he/she or his/her firm shall be entitled to remuneration for professional services as if he or she were not a Director;
- (e) may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he or she may otherwise agree, be accountable to the Company for any benefit which he or she (or a person connected with him or her (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his or her duty under section 176 of the Act.

15. RECORDS OF DECISIONS TO BE KEPT

The Directors shall ensure that a record of all decisions made by the Directors and by the Council including those made by electronic means shall be kept in permanent written form.

16. ANNUAL SUBSCRIPTION AND ADMISSION TO MEMBERSHIP

- 16.1 Each Member who is not an Honorary Member shall pay to the Company an annual subscription by such date and of such amount as the Directors shall from time to time determine.
- 16.2 No person shall become a Member unless:
 - (a) such person has completed an application for membership in a form approved by the Directors; and
 - (b) the Directors have approved such application; and
 - (c) such person has made payment of his or her first annual subscription.

17. TERMINATION OF MEMBERSHIP

In addition to the circumstances described in Article 18 membership shall be terminated:

- (a) in the event of failure by the Member to make a payment of the annual subscription within three calendar months of it falling due; or
- (b) in the event of the Member's death; or
- (c) upon the resignation of a Member.

18. EXPULSION OF A MEMBER

- 18.1 If in the reasonable opinion of a meeting of the Directors from which the President shall be excluded any Member:
- (a) is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members into disrepute; or
 - (b) has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
 - (c) has breached to a material extent the terms of these Articles or any rules made in terms of Article 27 then in force;
- they shall cause to be given to such Member written notice stating that his or her membership will be terminated on a specified date (being not earlier than 14 days after the date of such notice) unless he or she shall intimate to the Company by such date his or her desire to make representations against the proposed termination by being heard in person by a meeting of the Council and on receipt of such an intimation there shall be convened a meeting of the Council and the Member shall be given not less than 7 days' notice of the date, time and place of such meeting, which will be chaired by the President or in his absence by another Council Member appointed by those present. Those Directors who were present at the meeting at which it was resolved to terminate the membership of such Member may attend and speak at any such meeting of the Council but shall not be entitled to be appointed to the chair, vote thereat or otherwise participate in any decision to be made at such meeting.
- 18.2 Such meeting of the Council shall give due consideration to representations made by the Member shall decide whether or not the membership of such Member should be terminated and shall intimate their decision to the Member.
- 18.3 The membership of such a Member shall be terminated:
- (a) if no intimation is given by the Member in terms of Article 18.1, on the date specified in the notice given to him or her in terms of that Article; or
 - (b) if the Member shall without due cause fail to attend the meeting of the Council convened in terms of Article 18.1, on the date of that meeting; or
 - (c) if such meeting of the Council so decide, on the date of that decision;
- and on such termination the Member shall not be entitled to a refund of any subscription or any other monies paid by him or her to the Company but shall remain liable for all sums due by him or her to the Company.

19. CHAIRING GENERAL MEETINGS

- 19.1 General meetings of the Company shall be chaired by the President and in his absence by the Chairman.
- 19.2 In the event that both the President and the Chairman are absent from the meeting then:
- (a) any Directors present shall appoint a Director or Member to chair the meeting; or
 - (b) if no Directors are present at the meeting, the Members shall appoint a Member to chair the meeting.
- In either case, the appointment of the Chairman of the meeting must be the first business of the meeting.
- 19.3 The person chairing a meeting in accordance with this article is referred to as "the Chairman of the meeting".

20. VOTES OF MEMBERS

- 20.1 A resolution put to the vote of a general meeting shall be decided on a show of hands unless a poll is duly demanded in accordance with Article 21 and every Member who is present in person or by proxy shall on a show of hands have one vote and on a poll have one vote.
- 20.2 In the event of an equality of votes, the Chairman of the meeting shall be entitled to a casting vote.

21. POLL VOTES

- 21.1 A poll on a resolution may be demanded:
- (a) in advance of the general meeting at which 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.
- 21.2 A poll may be demanded at any general meeting by any Member present at the meeting.
- 21.3 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.
- A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

22. PROXIES

- 22.1 Proxies may only validly be appointed by a notice in writing (a proxy notice) which:
- (a) states the name, membership number and address of the Member appointing the proxy;
 - (b) identifies the person (who must also be a Member) appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - (d) is delivered to the Company before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate and a proxy notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting.
- 22.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 22.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 22.4 Unless a proxy notice indicates otherwise, it must be treated as:
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

23. DELIVERY OF PROXY NOTICES

- 23.1 A Member shall remain entitled to attend speak and vote at a general meeting or any adjournment thereof notwithstanding that a valid proxy notice in relation to that meeting has been delivered to the Company by or on behalf of that Member.

- 23.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the Member by whom or on whose behalf the proxy notice was given.
- 23.3 A proxy notice shall only be valid if it is delivered to the Company no later than 48 hours prior to the time appointed for the meeting or adjourned meeting to which it relates and a notice revoking a proxy appointment shall only take effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 23.4 If a proxy notice is not executed by the Member appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on such Member's behalf.

24. AMENDMENTS TO RESOLUTIONS

- 24.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- (a) notice of the proposed amendment is given to the Company in writing by a Member at or prior to the general meeting at which it is to be proposed; and
 - (b) the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.
- 24.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- (a) the Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 24.3 If the Chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman's error does not invalidate the vote on that resolution.

25. QUORUM

- 25.1 No business shall be transacted at any general meeting unless a quorum is present, the quorum shall be 60 Members being present in person or by proxy.
- 25.2 If, within 30 minutes from the time appointed for the meeting, a quorum is not present, the meeting shall stand adjourned to such other time and place as the Council shall decide.
- 25.3 If, within 30 minutes from the time appointed for the adjourned meeting, the Members present still number fewer than 60, they shall, none-the-less, form a quorum.

26. MEANS OF COMMUNICATION TO BE USED

- 26.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address; and

(c) if properly addressed and sent or supplied by electronic means, one day after the document or information was sent or supplied.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

26.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

27. RULES

27.1 The Members may by resolution passed by a majority of two thirds at a general meeting adopt and from time to time vary such Rules as may be deemed expedient for the conduct of the affairs of the Company.

27.2 Rules shall be binding on all the Members but nothing contained in any such Rules shall serve to vary the terms of these Articles and in the event of any conflict the terms of these Articles shall prevail.

28. INSPECTION OF ACCOUNTS

Except as provided by law or authorized by the Directors whose authority shall not be unreasonably withheld or by an ordinary resolution of the Members, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.

29. INDEMNITY AND INSURANCE

29.1 Subject to article 29.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

(a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him or as a relevant officer in the actual or purported execution and/or discharge of his or her duties, or in relation to them, including any liability incurred by him or her in defending any civil or criminal proceedings, in which judgment is given in his or her favour or in which he or she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part or in connection with any application in which the court grants him or her, in his or her capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

(b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him or her in connection with any proceedings or application referred to in article 29.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

29.2 This Article does not authorize any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.

29.3 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

29.4 In this Article:

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

(b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in

relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
(c) a "relevant officer" means any Director or other officer or former director or other officer of the Company.